



Indian River County Purchasing Division

1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416

Invitation to Bid

Project Name: Annual Asphalt Paving & Resurfacing
Bid #: 2019057
Bid Bond Required: No
Public Construction Bond Required: No

Bid Opening Date: **May 14, 2019**
Bid Opening Time: **2:00 P.M.**

All bids must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will be returned unopened.

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND (1) COPY OF YOUR BID.

Refer All Questions to:
Diane Lystlund, Buyer
Email: purchasing@ircgov.com

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Bid # 2019057
Annual Bid for Asphalt Repaving & Resurfacing

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Deadline for receipt of bids has been set for **2:00 P.M. on May 14, 2019**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: Friday, April 19, 2019

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Statement of No Bid

Should you elect not to bid, please complete and send this page by email (purchasing@ircgov.com), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27th Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- Project is located too far from our base of operations
- Project value too low
- Project specifications unclear (please explain below)
- Material availability may be a challenge
- Our current schedule will not allow us to perform
- Unable to meet insurance requirements
- Other:
- Other:

General comments regarding the bid and/or plans and specifications:

Bidder Information Form

Please return one copy of this form with your bid to assist us in learning more about where our solicitation opportunities are most often found.

Please tell us how you found out this Request for Qualifications was released/available:

- Indian River Press Journal (TCPalm)
- Demandstar/Onvia
- Email from Purchasing Division
- Indian River County Web Site
- Planroom (Please provide the name): _____
- Other (please describe): _____

Instructions to Bidders

General Terms and Conditions

Cone of Silence. Potential bidders/respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Bids and Envelope Markings: All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

Opening Location: It will be the sole responsibility of the Bidder to deliver personally or by mail or other delivery service, their proposal to the office of the Indian River County Purchasing Division. Bids should be delivered to 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be considered.

Bid Submission: All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by Indian River County. **Bids not submitted on the attached form(s) shall be rejected.** Submittal of one marked original bid and one copy is required otherwise instructed.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 24 hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Delivery Requirements: Delivery is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller's risk and expense.

Price and Discount Requirements: Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

Direct Purchase: Indian River County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order

and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the County.

Delivery and Completion Dates: Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The County may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices quoted in this bid will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by Indian River County.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Affirmative Steps: [required for all federal contracts] CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Indemnification: The successful Bidder shall indemnify and hold harmless the County, and its commissioners, officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor (or other appropriate party) and persons employed or utilized by the contractor (or other appropriate party) in the performance of the construction contract.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of

obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this County project will be paid by Indian River County, with the exception of re-inspection fees. The Bidder shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in the bid.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

Variations to Specifications: For purposes of evaluation, *Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid.* Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the County, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the County reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the County does not approve the substitution.

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their bid.

Default Provision: In case of default by the Bidder, Indian River County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Manufacturer's Certification: Indian River County reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the proposal.

Signed Bid Considered an Offer: This signed bid shall be considered an offer on the part of the Bidder. Indian River County Board of County Commissioners shall deem the offer accepted upon approval.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that 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, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have

been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

Applicable Law and Venue: The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

Cancellation: It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the above instructions *may* result in rejection of the bid.

Bid Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Co-Operative Purchasing: It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, Indian River County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. *(Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.)*

Supplemental Information: The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: The County reserves the right to cancel the bid, reject any and all bids or waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Public Record Law: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Licensure: Bidder must possess State of Florida General Contractor’s license and be registered with Indian River County.

Insurance:

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor’s work is covered by the protections afforded by the Contractor’s insurance.
- **Worker’s Compensation Insurance:** The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker’s compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance on this insurance with respect to all claims arising out of the operations or work to be performed.

Commercial General (Public) Liability, other than Automobile \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	Commercial General A. Premises / Operations B. Independent Contractors C. Products / Completed Operations D. Personal Injury E. Contractual Liability F. Explosion, Collapse, and Underground Property Damage
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Automobile \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	A. Owner Leased Automobiles B. Non-Owned Automobiles C. Hired Automobiles D. Owned Automobiles
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- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

Indian River County reserves the right to accept or reject any or all bids in whole or in part and waive all any technicality or irregularity.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

Technical Specifications

Scope

Annual Bid to establish firm fixed prices for the period of June 1, 2019 through May 31, 2020 for the purchase and /or placement of Asphaltic Concrete on an as needed basis.

Term of Contract

The initial contract term shall be for a one (1) year period from the date of award. Indian River County (“the County”) reserves the option to extend the contract for two additional periods of one (1) year each, subject to vendor acceptance, satisfactory performance and staff’s determination that a renewal would be in the best interest of the County.

Scope of Work

All items furnished are for highway use and must conform to the latest specifications of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

Superpave Asphalt Concrete

- All materials and operations supplied under this contract must meet the requirements of Sections 300, 320, 327, 330, 334, and 337 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.
- Upon award of the Paving Contract, the Contractor shall submit FDOT approved mix designs for each type of Asphaltic Concrete mix specified in the contract.
- For scheduling purposes, the County shall give the primary vendor a minimum of 14-days’ notice of the need for paving services. If the primary vendor is not able to accommodate the County to provide paving services, the County has the option of contacting the secondary vendor to provide paving services under this contract at the contract prices awarded to the secondary vendor.
- For all paving contracts, the asphalt concrete supplier shall allow County or County-contracted quality control/laboratory personnel to inspect the asphalt production plant and laboratory, and to monitor the on-site laboratory testing of Asphaltic Concrete during production runs for County projects. County personnel or contracted quality control representatives shall be allowed to take asphalt concrete samples from the trucks at the asphalt plant or at the job site. The Contractor shall provide a safe platform for taking samples at the plant.
- The County may contract with an FDOT-certified laboratory to monitor the contractor’s plant operations and quality control testing. The contractor’s quality control tests results taken at the contractor’s plant laboratory and validated by the County’s contracted quality control representative shall be used as the basis for Asphaltic Concrete material acceptance and payment schedule adjustment. If the contractor’s laboratory equipment or procedures are deemed to be unsatisfactory, the County’s contracted quality control laboratory will be used. A referee system to verify or validate the contractor’s or County’s test laboratory test results will not be used on this contract.

- The asphaltic concrete mixes for County paving jobs are based on Superpave mix design methods. Superpave mix production and placement shall be in accordance with the latest FDOT Standard Specifications. All quality control test results done by the contractor shall be provided to the County inspector as soon as completed, but in all cases the results shall be provided no later than the next workday after the tests were performed.
- The County requires the contractor to use the standard rolling procedures as specified in Section 330-11.1.2 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise approved by the County's inspector or engineer.
- Segregated aggregate, surface bumps and depressions, bleeding asphalt concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the Asphalt Concrete by the County. In such cases the contractor, at contractor's expense, shall remove and replace the Asphalt Concrete, or overlay the existing pavement with suitable material. The choice to remove and replace, or overlay the deficient asphalt concrete shall be made by the County Public Works Director.
- The County will not accept nor pay for any Asphaltic Concrete placed without a County Inspector on-site during the entire paving operation. A pre-paving meeting shall be held on-site 48 Hours prior to commencement of paving. To receive payment for paving materials, the contractor must give the County Inspector a materials delivery ticket showing the approved asphalt mix design, truck number, the tonnage, the date, and the job name. Contractor's failure to give the delivery ticket to the inspector may result in the County not paying for the material. If the paving schedule changes the contractor must give the County Road and Bridge Division 48-hours' notice (two (2) business days exclusive of Saturday and Sundays) in advance of the beginning of paving. Failure to provide 48-hour notification will result in the suspension of the paving operation by the County Inspector or Engineer.
- Bidders shall include in asphalt bid price all equipment, materials, and labor to power sweep and apply the required tack coat prior to resurfacing and/or patching of roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.
- When ordered by the County, the tie-in of overlays to existing pavement shall be milled starting from zero (0) depth to a depth of one (1) inch in ten (10) feet across the width of the pavement. The County may make Field adjustments to the actual length. This item shall include clean up.
- Paving operations shall be continuous, and any lengthy delay will be cause for a transverse joint to be formed. The joint shall be constructed so that it can be cleanly removed when paving resumes.
- Immediately upon completion of paving the contractor shall remove all excess asphalt deposited along shoulders or gutters, as applicable. All shoulders shall be cleaned and leveled to produce a smooth transition following rolling and compaction of the pavement.
- Indian River County will monitor temperature and thickness of asphalt. No asphalt shall be placed while rain is falling or when there is water on the surface to be covered.

- The Contractor shall be responsible for rideability of all paving operations performed. The contractor shall bring any problems of existing conditions to the County's attention prior to paving. A rolling straight edge testing shall be performed by the contractor, in the presence of the County, for all resurfacing projects where the posted speed limit is 35 MPH or greater.
- Contractor shall furnish equipment and personnel to lay the asphalt in an uninterrupted manner without frequent delays so that a smooth uniform surface is provided.
- When providing Milling Services as part of this contract, the contractor shall conform to Section 327 of the FDOT Standard Specifications or Road and Bridge Construction, latest edition. The milled surface must be of uniform grade and be consistent with the profile which existed prior to milling or in accordance with plans provided to the Contractor by the Public Works Department. The milled surface must be clean and free of loose material prior to the placement of prime/tack and/or hot mix asphalt.

Traffic Control & Striping

- Contractor shall have a Work Site Traffic Supervisor on site at all times as per Section 105 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.
- The Contractor shall provide all equipment, labor, and materials for Maintenance of Traffic in accordance with FDOT Design Standards, Construction, Maintenance, and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions. The cost of maintenance of traffic shall be included in the unit price of asphalt.
- When the County is not able to provide temporary painted pavement markings for a project, the Contractor shall provide temporary striping in accordance with section 102 and section 710 of the FDOT Standard Specifications for Road and Bridge Construction. The contractor will be notified 96 hours in advance if the County is not able to provide temporary striping for a project.

Requirements

- Delivery location is to be as directed by the Indian River County Road and Bridge Division. Work is to commence within 14 calendar days from date of notification by the Road and Bridge Division.
- A monthly Bituminous Materials adjustment only, as per FDOT Specifications, will be made. No Fuel or other adjustments will be made.
- Annual renewal provisions will allow for price adjustment based on the pricing index for bituminous materials as per DOT specifications.
- Remobilization shall be for the benefit of the project and Indian River County and not for the convenience of the Contractor.
- Notification of interest to renew will be mailed sixty calendar days in advance of the expiration date of this award.

Estimated Annual Quantities

- Quantities of materials to be furnished as listed on the Bid Form is as follows, SP-9.5, 6,000 TN, SP-12.5, 2,000 TN, FC-9.5 and FC-12.5 are on an as needed basis. The quantities provided are approximate and not guaranteed. The County does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Selected Bidder plead misunderstanding or deception because of such estimated quantities or of the character, location of work, or other conditions pertaining thereto.

End of Technical Specifications

Indian River County Purchasing Division

1800 27th Street
 Vero Beach, FL 32960
 Phone (772) 226-1416



Bid Form

Annual Bid for Asphalt Paving & Resurfacing

Bid #: 2019057

Bid Opening Date and Time: May 14, 2019 2:00 P.M.

Bid Opening Location: Purchasing Division
 1800 27th Street
 Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

Item	ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS
1.	SUPERPAVE SP-9.5 - LESS THAN 25 TONS PER MOBILIZATION	VENDOR DELIVERED, VENDOR PLACED Traffic Level C	/Ton	/Ton
2.	SUPERPAVE SP-9.5 - 25-99 TONS PER MOBILIZATION	VENDOR DELIVERED, VENDOR PLACED Traffic Level C	/Ton	/Ton
3.	SUPERPAVE SP-9.5 - 100-299 TONS PER MOBILIZATION	VENDOR DELIVERED, VENDOR PLACED Traffic Level C	/Ton	/Ton
4.	SUPERPAVE SP-9.5 - 300 TONS OR MORE PER MOBILIZATION	VENDOR DELIVERED, VENDOR PLACED Traffic Level C	/Ton	/Ton
5.	SUPERPAVE SP-12.5 - 0-299 TONS PER MOBILIZATION	VENDOR DELIVERED, VENDOR PLACED Traffic Level C	/Ton	/Ton
6.	SUPERPAVE SP-12.5 - 300 OR MORE TONS PER MOBILIZATION	VENDOR DELIVERED, VENDOR PLACED Traffic Level C	/Ton	/Ton

Indian River County Purchasing Division

1800 27th Street
 Vero Beach, FL 32960
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Item	ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS
7.	FRICITION COURSE FC-9.5	VENDOR DELIVERED, VENDOR PLACED Traffic Level C	/Ton	
8.	FRICITION COURSE FC-12.5	VENDOR DELIVERED, VENDOR PLACED Traffic Level C	/Ton	
9.	TACK FOB GALLON	FOB GALLON	/Gal	
10.	PRIME	VENDOR DELIVERED, VENDOR PLACED	/SY	
11.	PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	/SY	
12.	HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	/Ton	
13.	TEMPORARY STRIPING	VENDOR SCHEDULES & PROVIDES	/LF	
14.	NIGHT WORK	COST PER TON INCREASE	/Ton	
15A.	COST FOR MILLING & CLEAN UP	0-2,500 SY AND UNDER	/SY	
15B.		2,501-5,000 SY	/SY	
15C.		5,001 TO 15,000 SY	/SY	
15D.		15,001 SY AND OVER	/SY	
16.	TIE-INS	PER SCOPE OF WORK	/EA	

Individual projects will be awarded on a project by project basis based on the total cost utilizing the line item cost of each vendor.

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes

No

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 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 Section 287.087.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name

Bidder's Signature

Date: _____

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2019057
for Annual Asphalt Paving & Resurfacing

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH
SCRUTINIZED COMPANIES**

(This form MUST be submitted with your bid)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date