

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

INVITATION TO BID

17-020

Asphalt Milling on County Rd. 721

May 2017



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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Department

Invitation to Bid ("ITB")

The Board of County Commissioners of Highlands County, Florida ("County") will receive sealed Bids in the Highlands County Purchasing Department ("Purchasing Department") for:

ITB NO. 17-020 ASPHALT MILLING ON COUNTY ROAD 721

Specifications may be obtained by downloading from our website: www.hcbcc.net, or by contacting: Olympia Lonsdale, Purchasing Analyst; 4320 George Boulevard, Sebring, Florida 33875-5803, Phone: 863-402-6525; Fax: 863-402-6735; or E Mail: olonsdal@hcbcc.org.

A NON-MANDATORY PRE-BID meeting will be held for this solicitation at the County's Purchasing Department located at 4320 George Blvd., Sebring, FL 33875, on Wednesday; May 17, 2017 at 10:00 A.M. The purpose of this meeting is to provide a forum where Bidders and County Staff can discuss the project. Bidders are encouraged to attend this meeting. The Public is invited to attend this meeting.

BIDS MUST BE DELIVERED to the Purchasing Department, 4320 George Blvd, Sebring, FL. 33875-5803 so as to reach said office no later than **4:00 P.M., Wednesday; May 24, 2017**, at which time they will be opened. The Public is invited to attend this meeting.

Bid envelopes must be sealed and marked with the Bid number and name so as to identify the enclosed Bid. Bids received later than the date and time as specified will be rejected. The County will not be responsible for the late deliveries of Bids that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Bid opening.

The Board's Local Preference Policy ("Local Preference Policy") will apply to the award of this ITB.

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 ranking of each Bid. The County reserves the right to waive irregularities in the Bid.

The Board, 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 Ms. Pamela Rogers, ADA Coordinator at: 863-402-6842 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hcbcc.org. 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.hcbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

A. For purposes of this ITB, the following terms are defined as follows:

1. Bidder means the person or entity submitting a Bid in response to this ITB.
2. Contractor means the Bidder who signs a contract with the County to perform the Scope of Work.

B. All Bids shall become the property of the County.

C. Compliance with Florida Statutes

- Section 287.087, on Drug Free Workplace,
 - Section 287.133(2)(a), on Public Entity Crimes,
 - Section 287.134, on Discrimination, and
 - Section 287.135, Prohibiting contracting with scrutinized companies is required.
1. Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs. In order to have a drug free workplace program, a business shall:
 - a. 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.
 - b. 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.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - d. 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. 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.
 - f. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

2. Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:
 - (2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; 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 Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 3. Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:
 - (2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; 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.
 4. Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:
 - (2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:
 - (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
 - (b) Is 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, Florida Statutes.
 - (c) Is engaged in business operations in Cuba or Syria.
 - (5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not
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participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

5. CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED IN SECTION VII, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.

- D. Bids are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F. Bidders, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XII of this ITB for additional information and clarification.
- G. Due care and diligence has 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.
- H. 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.
- I. 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.
- J. 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 cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K. 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.

- L. 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.
- M. 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.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. 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.
 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. 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.
 4. Special Requirements / Evidence of Insurance:
 - a. A copy of the Bidder's current certificate of insurance MUST 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:
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation.
 - (2) 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.

- b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- c. 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 and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII.
- d. 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 to in connection with this ITB. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. 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.

5. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 4320 George Blvd., Sebring, FL 33875-5803

O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Bidder. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this

Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- Q. If submitting Bids or Proposals for more than one ITB or 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.
- R. Each Bid must contain proof of enrollment in E-Verify.
- S. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T. 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
- U. Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in 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 Department, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- V. 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.
- W. 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.
- X. 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.
- Y. Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Z. 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 in Highlands County, Florida.
- AA. 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 shall be further disqualified from bidding on any future requests for work, goods or services for the County.

SECTION II. LOCAL PREFERENCE POLICY
BOARD ADOPTED PURCHASING MANUAL 08/13/2002
APPROVED 09/23/2008
SECTION 2 – POLICIES
ADDITION OF SUBSECTION 110 “LOCAL PREFERENCE”

110	Local Preference	
	110.10 Allowance of a Local Preference.....	2.7

110.10 Intent and Purpose

The intent and purpose of the Highlands County Local Preference in Purchasing is to establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

110.20 Acknowledgements

Any type of procurement done by the County staff to which the provisions of this subsection are being applied will contain a statement that a local preference will be used in the evaluation and award of that purchase.

110.30 Preference in Bidding

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection “total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the County.

110.40 Preference in (RFP) Requests for Proposals

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

110.50 Notice

All procurement documents including but not limited to bid documents and request for proposal documents shall include a notice to vendors of the County’s Local Preference Policy.

110.60 Local Business Definition

For purposes of this subsection, "local business" shall mean a business which:

- (1) 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 quotations, competitive bids or request for proposals by the County; and
- (2) Holds any business license required by the County, and/or, if applicable, the Municipalities; and
- (3) 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.

110.65 Certification

Any vendor claiming to be a local business as defined by Section 2.110.60 of this Manual, shall deliver a written certification to the County Purchasing Department. The certification shall certify that the business is a "local business" as that term is defined in Section 2.110.60 of this Manual, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business, as defined by Section 2.110.60 of this Manual, to include a copy of its certification in its bid or proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a "local business."

110.70 Exceptions to Local Preference Policy

(a) The procurement preference set forth in this policy shall not apply to any of the following purchases or contracts:

- (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
- (2) Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board of County Commissioners;
- (3) Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;
- (4) Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.

(b) Application of local preference to a particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or General Services Purchasing Director.

(c) The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners and General Services Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or proposals.

(d) The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

110.75 Application and Enforcement of Preference Policy

(a) The local preference established in this policy shall apply to new quotations, contracts and procurements solicited after the effective date of this policy.

(b) This policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

110.80 Promulgation of Rules

(a) The County Administrator, Assistant County Administrator, or General Services Purchasing Director are hereby authorized to adopt administrative rules supplemental to the provisions of this policy as deemed necessary and appropriate to implement the provisions of this policy.

(b) The provisions of this policy and the rules adopted by the County Administrator, Assistant County Administrator, or General Services Purchasing Director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

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:

- A. 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).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. 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.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. 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.
- G. If the County believes that collusion exists among Bidders, all Bids will be rejected.

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR ITB 17-020

- A. **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.hcbcc.net. 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.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **COMPLAINTS:** The contract will provide that complaints against the Contractor will be processed through the Purchasing Department 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.
- G. **REQUEST FOR CHANGE OF ITB SPECIFICATIONS:** Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XII of this ITB. Requests

must be submitted by the RFI Cut-Off date stated in Section XIII of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.

- H. 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.
- I. 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, documents, resulting from the ensuing contract will remain the sole property of the County.

SECTION V. GENERAL SPECIFICATIONS FOR ITB 17-020

- A. PURPOSE: The Board hereby gives notice that it intends to award a contract to a Contractor for the milling of approximately 61,200 SY of mainline asphalt on County Road 721, starting at State Road 70, going north to Butler's Bluff Road. The project will consist of 1 ½" (Inch) average depth milling.
- B. NON-MANDATORY PRE-BID MEETING: 10 A.M. on Wednesday, May 17, 2017 at the County's Purchasing Department; 4320 George Blvd., Sebring, FL 33875.
- C. BID DUE DATE AND LOCATION: 4:00 P.M. on Wednesday, May 24, 2017 at the County's Purchasing Department; 4320 George Blvd., Sebring, FL 33875
- D. PERFORMANCE OF SERVICES: The Contractor must perform all services required pursuant to this ITB.
- E. CONTRACT MANAGER: Mr. Kyle Green ("Project Manager")
- F. INSURANCE: As described in the General Terms and Conditions, subsection N of Section I of this ITB.
- G. CONTRACT: A written contract must be signed by the Bidder and the County prior to issuance of a Purchase Order and Notice to Proceed.
- H. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the County and a Bidder and delivery of a Purchase Order and a Notice to Proceed by the County.
- I. CHANGE ORDER(S): The Contractor must have approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.
- J. PRICING: Include pricing with your Bid as provided in Section VII of this ITB. Please note, there will be no fuel price adjustments allowed for this contract.
- K. INVOICING / COMPENSATION:
 - 1. Contractor shall submit an invoice for 100% of the agreed amount to the Highlands County Road and Bridge Department within fourteen (14) days after satisfactory completion of the project. Satisfactory completion is determined by the County's Project Manager.
 - 2. Payment(s) shall be made in accordance with the Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.
- L. FAILURE TO PERFORM: The Contractor shall be prepared to start work no more than fourteen (14) calendar days after issuance of a Notice to Proceed. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed and the

work is performed by a different contractor, the difference in the bid price of the services and that paid the new contractor to do the work shall be charged to and paid by the Contractor contracted to perform those services pursuant to this ITB.

Contractor shall not, however, be responsible for delays in service due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Acts of God
4. Fire

provided the Project Manager is notified in writing by the contracted Contractor of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Contractor fails to comply with any of the provisions of the contract such as performance, insurance requirements, and licenses.

SECTION VI. SCOPE OF WORK AND MINIMUM REQUIREMENTS

A. SCOPE OF WORK:

1. Highlands County is requesting a bid for approximately 61,200 SY (square yard) of mainline asphalt milling on County Road 721, starting at State Road 70, going north to Butler's Bluff Road. The project will consist of 1 ½" (Inch) average depth milling.

B. MINIMUM REQUIREMENTS:

1. The Contractor must have Florida Department of Transportation (FDOT) approved contractor number.
2. Throughout this project, the milling equipment used by the Contractor shall have at least a one-thousand (1,000) square yard/hour capacity,
3. The Contractor shall supply a milling machine capable of maintaining a depth of cut and cross slope that will achieve the results specified in the contract documents.
4. The Contractor will use a milling machine with a minimum overall length (out to out measurement excluding conveyor) of eighteen (18) feet and a minimum cutting width of six (6) feet.
5. The milling machine shall come equipped with a built-in automatic grade control system that can control the traverse slope and the longitudinal profile to produce the specified results.
6. Before the project starts, the Project Manager, or designee, must approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after the milling process begins that the milling machine cannot consistently produce the specified results, the Project Manager, or designee, will reject the milling machine from further use. The Contractor shall then provide a different milling machine that will meet the above specified results.

7. The Contractor shall provide a milled surface with a reasonably uniform texture, within a ¼" (Inch) of a true profile grade, and with no deviation in excess of ¼" (Inch) from a straightedge applied to the pavement perpendicular to the centerline. Contractor shall ensure that the variation of the longitudinal joint between multiple cut areas does not exceed ¼" (Inch). If a pre-existing condition exists, the R&B Superintendent, or designee, may accept areas varying from a true surface in excess of the above tolerances without correction.
8. The Contractor shall correct any unsuitable texture or profile, as determined by the Project Manager, or designee, at no additional expense to the County. The County may require re-milling of any area where a surface lamination causes a non-uniform texture to occur.
9. The Contractor will be responsible for locating and providing its own water source.
10. Highlands County will remove raised pavement markings ahead of the milling process.
11. Highlands County will provide Maintenance of Traffic, haul trucks, and clean-up for the project.
12. The millings will remain property of Highlands County. Highlands County will haul the millings from the milling machine to a predetermined stockpile located within 5 miles from the milling site.
13. The project is to be completed within fourteen (14) calendar days.
14. The work is to be performed Monday-Friday, 8:00 A.M. – 4:00 P.M.

SECTION VII. FORMS

- A. Bid Submittal Form (Page 19-21)
- B. Certifications and Local Preference Affidavit (Page 22-28)

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**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
BID SUBMITTAL FORM**

ITB IDENTIFICATION:	ITB 17-020 – ASPHALT MILLING ON C.R. 721
BID SUBMITTED TO:	HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS – PURCHASING DEPARTMENT
BID SUBMITTED BY:	<div><div></div>Bidding Company's Name</div> <div><div></div>Bidder's Authorized Representative's Name</div> <div><div></div>Bidder's Address 1</div> <div><div></div>Bidder's Address 2</div> <div><div></div>Contact's Name (Print)</div> <div><div></div>Contact's E-mail Address</div> <div><div></div>Contact's Phone Number</div>

A. Pricing

There will be no fuel price adjustment for this contract.

Total pricing for the milling of approximately 61,200 square yards:

\$ _____ [in figures]

_____ [in words]

Disclose any additional fees which may be invoiced related to this project
(Use extra sheet if necessary, and check here: ☐)

B. Equipment to be used for this project:

Capacity of proposed equipment: _____ square yard / hour
(Minimum requirement: 1,000 square yard / hour)

C. Contractor’s Florida Department of Transportation (FDOT) approved vendor number: _____

D. Exceptions to Bid (Use extra sheet if necessary, and check here: ☐)

E. Additional documentation attached to bid form:

- 1. Acord liability insurance form (Required).....Included: ☐
- 2. Certificates (Required, see page 22-27).....Included: ☐
- 3. Local preference affidavit (If applicable, see page 28).....Included: ☐

4. Three (3) reference letters (Required)..... Included: ☐

F. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied this ITB and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Bidder has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.
3. 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 submitting a Bid. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON: _____, 20_____.

SIGNATURE: _____ (seal)
Bidder's Authorized Representative

PRINTED NAME: _____

TITLE: _____

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
ITB 17-020**

**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 its 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 participating in a boycott of Israel or 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.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), 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)

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

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
ITB 17-020**

**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 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 [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES
ITB 17-020**

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

DESCRIPTION OF CONTRACT: _____

STATE OF _____ }ss
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____.

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

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

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

ITB 17-031

**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 OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
ITB 17-020**

**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 an 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 _____

Commission No. _____

My Commission Expires: _____

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 _____

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

YES _____ NO _____

- C. Vendor/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 _____

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: _____

My Commission Expires: _____

Commission No. _____

SECTION VIII. AWARD

The County shall award to the qualified, responsive and responsible Bidder at the best value. Contract will be awarded to one Bidder. Notice of the award shall be made by e-mail to all Bidders. The date and time of the e-mail shall constitute the time of notification.

SECTION IX. CONTRACT EXECUTION

The proposed contract will be submitted for review to the County staff and the County Attorney, prior to submittal to the Board. The contract then will be forwarded to the Bidder for review. After the contract is signed by the Bidder, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be placed on a Board Agenda for its approval and execution.

SECTION X. CONTINGENT FEES PROHIBITED

Each Bidder must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

SECTION XI. TENTATIVE SCHEDULE

DATE	TIME	EVENT
Sunday, May 7, 2017		First Advertisement
Sunday, May 14, 2017		Second Advertisement
Wednesday, May 17, 2017	10:00 A.M.	Non-Mandatory Pre-Bid Meeting
Friday, May 19, 2017	5:00 P.M.	Deadline to submit questions (RFI's)
Monday, May 22, 2017	5:00 P.M.	Deadline to release responses by County to RFI's
Wednesday, May 24, 2017	4:00 P.M.	Bid due date
Friday, June 9, 2017		Anticipated award date
Tuesday, August 1, 2017		Anticipated contract consideration by the Board

SECTION XII. ITB CONTACT INFORMATION

All questions during the ITB process regarding this ITB and the details of the services to be performed shall be submitted by Bidders in writing to:

Olimpia Lonsdale
Highlands County Purchasing Department
4320 George Boulevard, Sebring, FL 33875-5803
Phone: (863) 402-6525; Email: olonsdal@hcbcc.org

SECTION XIII. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing by 5:00 P.M. EST on Friday, May 19, 2017 to the person identified in Section XII of this ITB. The County shall release responses by 5:00 P.M. EST on Monday, May 22, 2017.

SECTION XIV. SAMPLE CONTRACT

CONTRACT

This Contract ("Contract") is made _____, 2017, by and between Highlands County, a political subdivision of the State of Florida ("County") and _____, a _____ corporation ("Contractor"). In consideration of the mutual covenants to be performed by the Parties pursuant to this Contract, each Party hereby represents, warrants and agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor hereby agrees to provide the County with asphalt milling services as described in Section VI of Highlands County Board of County Commissioners' ("Board") ITB 17-020, attached hereto and included herein as Exhibit A.

ARTICLE 2. TERM

Contractor shall commence providing the services, equipment and material required by this Contract within fourteen (14) calendar days after receipt of the Purchase Order and Notice to Proceed from the County. Contractor shall complete the work within twenty-eight (28) calendar days from the date the Purchase Order and Notice to Proceed was issued by the County.

ARTICLE 3. CONTRACT PRICE

The amount that will be paid by the County to the Contractor for providing asphalt milling services as described in Article 1 of this Contract is \$_____ [in figures] (_____) [in words].

ARTICLE 4. PAYMENT PROCEDURES

Invoice shall be submitted in sufficient detail to ensure compliance with this Contract, to the Project Manager, (Highlands County BOCC, Road & Bridge Department, 4344 George Blvd., Sebring, FL 33875) who will determine if the services rendered are satisfactory. Upon satisfactory completion of work, the Contractor shall submit an invoice for the contract price described in Article 3.

Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONTRACTOR

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of County. All persons engaged in any of the work or services performed by or for Contractor pursuant to this Contract shall at all times, and in all places, be subject

to Contractor's direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by Contractor pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

ARTICLE 6. EQUIPMENT

The Contractor shall not substitute the equipment identified in Contractor's Bid dated [REDACTED] submitted to County (re: ITB No. 17-020 Bid Submittal Form) attached hereto as Exhibit B and included herein by reference, or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if the equipment identified in attached Exhibit B or any County approved replacement ceases to provide services pursuant to this Contract.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY

Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the worksite. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

ARTICLE 9. INSURANCE

- 9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) Workers' Compensation. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

(b) Commercial General Liability. Occurrence Form Required: 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 Contract 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.

(c) Commercial Auto Liability Insurance. 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.

(d) Professional Liability / Errors and Omissions Insurance. Contractor shall have and maintain professional liability insurance with a limit of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of this Contract. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of this Contract.

9.2 Additional Requirements.

(a) Certificates of Insurance 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 County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 4320 George Blvd., Sebring, FL 33875-5803, by overnight delivery return receipt requested, hand delivery or confirmed facsimile FAX (863) 402-6735, 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.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to the expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A-Excellent: (FSC) VII.

(e) All insurance 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.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS

Contractor shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Contract. Contractor shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Contract.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES

Contractor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor's failure to obtain and maintain required licenses and certifications shall be borne by Contractor. All fees, permits, certifications and licenses are the responsibility of the Contractor and are included in the Contract price.

ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES

County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 24 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

ARTICLE 14. WORK PRODUCT

All reports, specifications, documents, plans, analyses and other data and work product developed by Contractor under this Contract shall become the property of County upon payment of the Contract Price without restrictions or limitations and shall be made available to County at any time upon its request.

The millings will remain property of the County, and will be transported away by the County.

ARTICLE 15. GOVERNING LAW AND VENUE

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

ARTICLE 17. SUBCONTRACTORS

Contractor agrees that no subcontractors may be used pursuant to this Contract.

ARTICLE 18. PROJECT MANAGER

The County hereby designates the person having the following position as the County's Project Manager for this Contract. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the County.

Project Manager: Mr. Kyle Green, Road and Bridge Superintendent

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON

Except as provided in subsection 9.2(b) of Article 9 of this Contract, any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners
Road & Bridge Department
4344 George Blvd.
Sebring, FL 33875
Attn: Kyle Green, Project Manager

To Contractor:

Attn: _____

The Parties shall designate a contact person whom shall be the primary contact person for each Party:

The County: Mr. Kyle Green, Project Manager

The Contractor:

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ARTICLE 20. TAXES

County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 21. BANKRUPTCY

County reserves the right to terminate this Contract, if, during the term of the Contract, Contractor becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL

The Parties acknowledge that the respective obligations of Contractor and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 23. WAIVER

No waiver by either Contractor or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

ARTICLE 24. FAILURE TO PERFORM

The Contractor shall be prepared to start providing services within fourteen days (14) days after execution of this Contract by Contractor and County. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services or refuse to supply services according to the predetermined schedule agreed upon by the Contractor and the County, the County may use services and/or materials provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

Contractor shall not, however, be responsible for delays in service due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Acts of God
4. Fire

provided the Project Manager is notified in writing by the Contractor of such pending or actual delay.

ARTICLE 25. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Project Manager.

ARTICLE 26. EQUAL OPPORTUNITY EMPLOYER

County is an Equal Employment Opportunity (“EEO”) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 27. INVALID OR UNENFORCEABLE PROVISION

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 28. PUBLIC ENTITY CRIMES STATEMENT

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 29. MISCELLANEOUS PROVISIONS

- 29.1 Upon the occurrence of any event of default, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 29.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.
- 29.3 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.
- 29.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Scope of Work.
- 29.5 Contractor shall report the status of performance of the Scope of Work to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Scope of Work open to the inspection of County and its authorized agents at any time.
- 29.6 County reserves the right to review the records of billings and services performed by the Contractor for County at any time during this Contract period. The Contractor shall provide County with copies of any records related to this Contract requested by County.

ARTICLE 30. EMPLOYMENT ELIGIBILITY VERIFICATION

30.1 Definitions. As used in this Article.

- (a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee
 - i. Normally performs support work, such as indirect or overhead functions; and
 - ii. Does not perform any substantial duties applicable to the Contract.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of

Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

30.2 Enrollment and verification requirements.

- (a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - i. All new employees.
 - (A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - (B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.
- (b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

30.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

30.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.

30.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (30.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 31. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or 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 if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 32. PUBLIC RECORDS COMPLIANCE

If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 32.1 Keep and maintain public records required by the County to perform the services.
- 32.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.
- 32.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

ARTICLE 33. CHANGES/AMENDMENTS

This Contract constitutes the entire Contract between the Parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:

HIGHLANDS COUNTY, a political subdivision of the
State of Florida
By its Board of County Commissioners

By: _____
Robert W. Germaine, Clerk

By: _____
Don Elwell, Chairman

ATTEST:

a _____ corporation

By: _____
Print Name: _____

By: _____
Print Name: _____