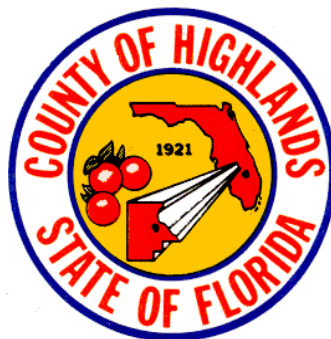


INVITATION TO BID (ITB)

20-004

TOP SOIL REMOVAL / SALE – SHELL PIT LOCATED IN CHARLOTTE COUNTY

October 2019



ITB 20-004 / TOP SOIL REMOVAL / SALE

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ATTACHMENT IMAGE OF SITE29



**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Division

INVITATION TO BID ("ITB")

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

ITB NO. 20-004 TOP SOIL REMOVAL / SALE - SHELL PIT LOCATED IN CHARLOTTE COUNTY

Specifications may be obtained by downloading from our website: www.hcbcc.net, or on www.VendorRegistry.com. Questions should be directed at: Chris Davis, Purchasing Manager, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or E Mail: cmdavis@hcbcc.org.

A PRE-BID meeting will **not** be held for this solicitation. Each submittal shall include one (1) original bid package and one (1) exact copy of the bid submission packet. BIDS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave., Sebring, FL 33870 so as to reach that office no later than **3:30 P.M., Friday, November 22, 2019**, at which time they will be opened. The public is invited to attend this meeting. Bid envelopes must be sealed and marked with the ITB number and name so as to identify the enclosed bid. Bids received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of responses 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.

Highlands County's Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of October 1, 2017.

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 Board reserves the right to waive irregularities in the Bid.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Pamela Rogers, ADA Coordinator at: 863-402-6509 (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 whose Bid is accepted by the County and who agrees to comply with the terms and conditions of the purchase orders issued by the County in performance of the Scope of Work. Terms and Conditions for the County purchase orders (as referenced herein, the purchase order terms and conditions are the "contract") can be found at the County's website: <http://bit.ly/POTerms>

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

C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

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:

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, 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 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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.

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 or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for 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 contract with any public entity; and may not transact business with a public entity.

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:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. 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; or 2. 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 local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. 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 local governmental

entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VI, 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, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section VIII 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 Division. 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 with documentation of such authority included with Bid submission.
- N) Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
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. Carriage Insurance (as applicable).
 4. 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.
 5. 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 and Professional Liability.

(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 in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- 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, 600 S. Commerce Ave., Sebring, FL 33870.

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 Contractor. 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 Request for Proposal (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 Division, 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 may be further disqualified from bidding on any future requests for work, goods or services for the County.

-END OF SECTION-

SECTION II. 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.

-END OF SECTION-

SECTION III. ADDITIONAL TERMS AND CONDITIONS FOR ITB 20-004

- 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 Division 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; that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- 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 Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five

(5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

- 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 VIII of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section IX 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 and documents resulting from the ensuing contract will remain the sole property of the County.
- J) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that the submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same contract price, and for the same effective period pertaining to this ITB. If other local government agencies desire to accept this invitation, and make an award thereof, the other local government agencies shall accept the invitation and make an award thereof independently of Highlands County. Each governmental agency, Highlands County and the other local government entities, shall each be responsible and liable solely for their own purchases, materials, and services ordered and received. No agency assumes responsibility or any liability for any other agency's actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of other government agencies to competitively procure any or all items.

-END OF SECTION-

SECTION IV. GENERAL SPECIFICATIONS FOR ITB 20-004

- A) PURPOSE: County seeks a Contractor to provide for top soil removal at the Highlands County Shell Pit located in Charlotte County as specified in this ITB.
- B) TERM OF BID: The term of the Contract shall be for an initial twelve (12) month period from the date of the recommended award. The contract will include a thirty (30) day termination for convenience clause for termination by the County.
- C) MANDATORY PRE-BID MEETING: No mandatory pre-bid meeting will beheld for this ITB.
- D) BID DUE DATE AND LOCATION: Bids are due as indicated on page 3 of the Invitation to bidders at the Highlands County BOCC Purchasing Division located at 600 S Commerce Ave., Sebring, FL 33870.
- E) PROJECT MANAGER: This project is managed for the County by Jerry Queen, Operations Supervisor of the Road and Bridge Department.
- F) INSURANCE: Contractor shall have and provide proof of insurance as set forth in the General Terms and Conditions, subsection N of Section I of this ITB.
- G) PRICING: Each Bidder shall include pricing with the Bid as provided on the bid form, see section V of this ITB.
- H) INVOICING / COMPENSATION:
 - 1. Highlands County Road and Bridge will submit a detailed invoice to the Contractor every thirty (30) days for payment.
 - 2. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes and the Highlands County Prompt Payment Act.

SECTION V. SPECIFICATIONS

1. The Highlands County Board of County Commissioners (HCBCC) is requesting bids to remove and offers on approximately 100,000 cubic yards of fill material from the Highlands County Shell Pit located at 3750 US 31 in Charlotte County Florida.
2. Removal will be in one phase to include: removal of approximately 100,000 cubic yards of fill material.
3. Highlands County makes no guarantee of the quality or quantity of fill material. The amount of 100,000 cubic yards is an estimate to be used for bidding purposes only.
4. Based on value of the top soil, this Bid will be awarded to the most responsive bidder with the highest offered price per cubic yard. The awarded Bidder will be required to pay the County at the price per cubic yard as stated on their Bid Form.
5. Awarded Vendor will excavate the material from the area designated by the HCBCC Road and Bridge Department. Awarded Vendor will provide all necessary equipment and labor to remove the fill off-site.
6. Vendor shall operate under all Highlands County mining and safety ordinances and Mine Safety Health Administration (MSHA) regulations. Negligence by contractor or any subcontractors to follow safety rules and regulations of MSHA may cause immediate removal of the Vendor from site. Any fines to Highlands County by MSHA sustained through this operation shall be paid by the Vendor. Highlands and Charlotte County Safety Ordinances and MSHA rules and regulations can be obtained from the Highlands County Road and Bridge Department. Contact Lisa McNew, Administrative Coordinator – Road and Bridge Department, phone 863-402-6529.
7. Vendor shall allow Highlands County to measure the hauling capacity of each truck utilized to provide for an accurate accounting of cubic yardage. The vendor will be allowed to remove up to 300 loads per day. 18 cubic yard loads are preferred.
8. Tickets will be provided by Highlands County and signed by both the Vendor and a certain employee designated by the Highlands County Project Manager. Those tickets will be used as verification for payment by the vendor. Site will be open to the vendor for fill dirt removal from 7:00 a.m. to 4:00 p.m., Monday through Thursday. No trucks will be allowed to stage along HWY 31, prior to the hours of operation.

DURATION OF CONTRACT

The Road and Bridge Director or his or her designee will make sure that all material is removed off-site within one (1) year from award date of bid or Notice to Proceed, whichever

is greater. The remaining dirt, which is not removed by the Awarded Vendor during the designated time frame, may be disposed of by Highlands County.

Depending on the needs of the County, the contract will also provide for extension of the term of the contract for two (2) additional one-year periods at the discretion of the Road and Bridge Director.

SPECIAL TERMS AND CONDITIONS

1. The Awarded Vendor shall not commence work until all certificates of insurance required in Section 1 of this document have been submitted to and approved in writing by the Highlands County Risk Manager. The contractor shall submit its proof of insurance as specified in Section 1 N.
2. If subcontractors (haulers) are used, Awarded Vendor shall be responsible for providing Certificates of Insurance for those subcontractors as required in Section 1N of this ITB before entering Highlands County property. Prior approval must be obtained in writing from the Highlands County Risk Manager and Project Manager before subcontractor (haulers) can be used.

WORK WILL NOT BEGIN UNTIL COUNTY APPROVES INSURANCE REQUIREMENTS PROVIDED BY BIDDER.

CONTACT INFORMATION

No entry to the site will be allowed without an appointment. Bidders may inspect material prior to submitting their bid by contacting:

Lisa McNew, Administrative Coordinator
Highlands County Road and Bridge Department
4344 George Blvd., Sebring, F 33875-5803
Ph: 863-402-6529, Fax: 863-402-6754, Email: lmcnew@hcbcc.org

Nothing said verbally changes the specifications. All questions must be directed to the Purchasing staff.

-END OF SECTION-

SECTION VI. BID SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT IDENTIFICATION:	ITB 20-004 TOP SOIL REMOVAL / SALE - SHELL PIT LOCATED IN CHARLOTTE COUNTY
BID SUBMITTED TO:	HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS – PURCHASING DIVISION
BID SUBMITTED BY:	<div>Bidding Firm's Name</div> <div>Bidding Firm's Address 1</div> <div>Bidding Firm's Address 2</div> <div>Contact's Name (Print)</div> <div>Contact's E-mail Address</div> <div>Contact's Phone Number</div>

In submitting this response, BIDDER represents that:

- BIDDER has examined and carefully studied the ITB Documents and the following Addenda (receipt of all which is hereby acknowledged). Bidder should insert date of the Addendum and Addendum Number in boxes below:

Date	Number	Date	Number	Date	Number	Date	Number

BID SUBMITTAL FORM (continued)

- The following documentation is included with this Bid:

Document	Check if included or circle one		
Completed Bid Form and Price Sheet (page 17-19)	Required	YES	NO
Documentation of authority for individual signing the Bid to commit the Bidder (page 8)	Required	YES	NO
Indemnification Form (page 20)		YES	NO
Drug-Free Workplace Certification (page 21)	Required	YES	NO
Public Entity Crimes Sworn Statement (page 22-23)	Required	YES	NO
Discrimination Certification (page 24)	Required	YES	NO
Scrutinized Companies Certification (page 25)	Required	YES	NO
Acord Insurance Form (sample copy from Vendor)	Required	YES	NO
E Verify Certification (page 26)	Required	YES	NO
Local Preference Affidavit (page 27)	If Applicable	YES	NO
Women / Minority Business Enterprise Certification	If Applicable	YES	NO

PRICING:

The undersigned does hereby declare that the undersigned has examined the project site and the complete specifications of this ITB entitled "Fill Dirt Removal" and agrees to supply all equipment, labor and insurances to complete the work required in accordance with the complete specifications.

The undersigned further agrees to pay the County at the price per cubic yard of material as specified below.

PRICE PER CUBIC YARD OF FILL
Estimated 100,000 cubic yards

\$_____

The undersigned agrees to provide the items for the prices listed below:

- Exceptions to Bid: Please attach a separate paper to discuss each exception, or list below.

- Vendor will accept payment by Visa Credit Card: YES NO CIRCLE ONE

BID SUBMITTAL FORM (continued)

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain
- from bidding; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.

SUBMITTED ON: _____, 20_____.

COMPANY: _____

SIGNATURE: _____ (seal)

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SECTION VII. INDEMNIFICATION AND COMPLIANCE REQUIREMENTS
STATEMENT OF INDEMNIFICATION

CONTRACTOR agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless Highlands County, a political subdivision of the State of Florida, its elected officials, public officials and employees from all suits and actions, liabilities, damages, losses and costs, including, but not limited to reasonable 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 thereunder, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of this Contract or work performed thereunder.

This provision shall pertain to any claim brought against Highlands County, a political subdivision of the State of Florida, its elected officials, public officials and employees by the CONTRACTOR'S subcontractors, sub-subcontractors, material men, or agents of any tier or their respective employees.

The undersigned Contractor accepts the above conditions:

FOR THE CONTRACTOR:

BY _____

Printed Name and Title

Sworn to and subscribed before me this ____ day of _____, 2012

Personally known _____ OR Produced identification _____
(Type of Identification)

Notary Public- State of _____ My commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
ITB 20-004**

**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 [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

ITB 20-004 / TOP SOIL REMOVAL / SALE

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

ITB 20-004

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

STATE OF FLORIDA }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.)

ITB 20-004 / TOP SOIL REMOVAL / SALE

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

A copy of the order of the Division of Administrative Hearings is attached to this statement.

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

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

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

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

(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 20-004**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

ITB 20-004

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. **CERTIFICATION**

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

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

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

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

ITB 20-004

**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 [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

ITB 20-004 / TOP SOIL REMOVAL / SALE

**SECTION VIII. LOCAL VENDOR AFFIDAVIT
LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY**

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

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

by _____
[Print individual's name and title]

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

Whose business address is _____

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

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

2. LOCAL PREFERENCE ELIGIBILITY

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

YES ____ NO ____

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

YES ____ NO ____

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

YES ____ NO ____

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

[Signature and Date]

STATE OF _____, COUNTY OF _____

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

NOTARY PUBLIC

SEAL

Commission Expiration Date

SECTION IX. ITB CONTACT INFORMATION

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

*Ms. Chris Davis, Purchasing Manager
Highlands County Purchasing Division
600 South Commerce Avenue, Sebring, FL 33875
Phone: (863) 402-6528; Email: cmdavis@hcbcc.org*

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

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on Wednesday November 14, 2019 to the contact referenced in Section IX.

---END OF ITB---

Untitled Map

Write a description for your map.

Legend

Line Measure

