



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**  
***Purchasing Department***  
600 S. Commerce Ave.  
Sebring, FL 33870  
(863) 402-6500 Purchasing Main Line  
Purchasing Designated Contact: Lori DeLoach, Purchasing Manager  
(863) 402-6504, Direct Line  
[LDELOACH@HIGHLANDSFL.GOV](mailto:LDELOACH@HIGHLANDSFL.GOV), E-mail

## **INVITATION TO BID (ITB)**

### **22-017**

### **SOIL REMOVAL / SALE – IMWID IMPOUNDMENT SITE LAKE PLACID AREA**

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- Pre-Solicitation Meeting:** Tuesday, April 19, 2022, 3:00 PM
- Location:** 154 Caladium Dr, Lake Placid, FL 33852
- Request for Information Deadline:** Wednesday, April 27, 2022, prior to 5:00 PM
- Submission Deadline:** **Tuesday, May 10, 2022, prior to 3:30PM**

**Advertisement Date: Saturday, April 9, 2022**  
**(second advertisement date Saturday, April 16, 2022)**

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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. 22-017 SOIL REMOVAL / SALE – IMWID IMPOUNDMENT SITE LAKE PLACID AREA**

This request is for the removal of soil for other agriculture purpose and use. The County is requesting a price to be paid to Highlands County for the benefit of the Istokpoga Marsh Watershed Improvement District (IMWID) for soil material removed from the designated location. The location of the property is 154 Caladium Dr., Lake Placid, FL. Directions and site aerials may be found in Exhibit A.

Specifications may be obtained by downloading from our website: [www.HighlandsFL.Gov](http://www.HighlandsFL.Gov), or on [www.VendorRegistry.Com](http://www.VendorRegistry.Com). Questions should be directed at: Lori DeLoach, Purchasing Analyst, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6504; or E-Mail: [ldeloach@highlandsfl.gov](mailto:ldeloach@highlandsfl.gov).

A Non-Mandatory **PRE-BID meeting** will be held on **Tuesday, April 19, 2022 at 3:00 PM** at the IMWID Impound Site 154 Caladium Dr, Lake Placid, FL 33852 for this solicitation.

Each submittal shall include **one (1) original hard copy** (paper copy) and **one (1) exact electronic copy** (thumb drive) of the BID submission packet.

**BIDS SUBMISSION:** Bid submittals will be accepted electronically by upload into the Vendor Registry site **or** mail in bid package. **BIDS MUST UPLOADED** into Vendor Registry **or** BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave, Sebring, Florida 33870-3809. Either method must provide all bid documents no later than **3:30 P.M., Tuesday, May 10, 2022**, at which time they will be publicly opened. If sent by mail, submissions must be sealed and marked with the ITB number and name on the exterior so as to identify the enclosed bid. The attached “Sealed Bid Label” has been provided for convenience to be affixed to the submission. 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, electronically or any other type of delivery service.

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

Highlands County’s Local Preference Policy and Women/Minority Business Preference Policy will NOT 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 encourages the use of Disadvantaged Business Enterprise to include Women/Minority Business Bidder(s.)

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the 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 for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact the ADA Coordinator at: 863-402-6809 (Voice), or via Florida Relay Service 711, or by e-mail: [hrmanager@highlandsfl.gov](mailto:hrmanager@highlandsfl.gov). Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

**Board of County Commissioners, Highlands County, FL**  
[www.Highlandsfl.gov](http://www.Highlandsfl.gov)

## 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 this ITB and the Contract.
  3. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
  4. *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located on the County's website at the following address: [https://www.highlandsfl.gov/departments/business\\_services/purchasing/po\\_terms\\_and\\_conditions.php](https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php).
- 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.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED IN 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 provided in the invitation to bid.
- 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 purchasing designated contact listed on the cover page of this ITB for additional information and clarification.
- G. Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- 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.
- N. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- O. The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. 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.
- P. 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.
- Q. Each Bid must contain proof of enrollment in E-Verify.
- R. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- S. 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
- T. 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.
- U. 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.
- V. 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.

- W. 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.
- X. Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Y. 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.
- Z. 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.
- AA. 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.Highlandsfl.gov](http://www.Highlandsfl.gov). It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.
- FF. 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.

- GG. REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the purchasing designated contact identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated on the cover page of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- HH. 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.
- II. 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.
- JJ. OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree to allow the City of Sebring, Florida and other local government agencies to purchase the Services for the same conditions and at the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring and other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder's response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies' actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.

## **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.



### SECTION III. INSURANCE

A. 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. 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.
2. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
3. 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.
4. Special Requirements / Evidence of Insurance:
  - a. **A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB.** A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**
    - (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 that meet an AM Best financial strength 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.

**-END OF SECTION-**

#### **SECTION IV. SPECIAL TERMS AND CONDITIONS**

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

- A. **BASIS OF AWARD:** Award will be based on the highest base bid amount from the most responsive, responsible bidder meeting or exceeding the requirements of the specifications set forth herein and deemed to be in the best interest to the County. The County reserves the right to award in whole or in part, whichever is deemed to be in the best interest. If a Vendor is unable to perform in the time allowed the County reserves the right to move to the next highest bidder until project completion. Other considerations(s) of award may be referenced/qualifications. The County reserves the right to reject a bid from any vendor who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.
1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
    - a. All pricing shall be all inclusive to include, but not limited to, licensing, permitting, material, labor, travel, shipping, handling or delivery, return and incidentals, as applicable, to provide the service described.
    - b. The County reserves the right to add or delete, at any time, and or all material, tasks, locations or services associated with this Agreement/Contract.
    - c. The County also reserves the right to negotiate additional related materials and/or services as needed.
    - d. Should the item or service be unavailable in the timeframe needed from the highest bidder, the County reserves the right to request from the next highest until the item or service is obtained.
- B. **TERM:**
1. Removal is to commence within 10 calendar days from the Notice to Proceed. The entire 80,000 cy shall be Substantially completed within 335 calendar days and Final Completion 30 calendar days thereafter (total of 365 calendar days) from the Notice to Proceed. If multiple awards are made substantial and final completion will be determined based on the cubic yards awarded.
  2. The type of work required for this project is weather dependent. Contractor shall communicate closely with the County Project Manager for any anticipated delays due to the weather. Any extended delay due to weather conditions must be documented in writing by the Contractor, provided to the Project Manager monthly at a minimum, along with any request to extend the performance of this project.
- C. **INSURANCE/LICENSE:**
1. It is the responsibility of the Awarded Contractor to maintain all insurances and licensures required to fulfill the obligations of this ITB. The County reserves the right to terminate or suspend this award of this bid, in whole, or in part, when it is in the best interest of the County to do so. The Purchasing Department will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

D. ITB CONTACT INFORMATION

1. All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Purchasing Department representative listed on the cover page of this solicitation.

E. REQUEST FOR INFORMATION (RFI) CUT-OFF

1. All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation. It shall be the Contractors responsibility to review the site and request clarification(s) for any items prior to the deadline noted on the cover sheet of this solicitation.

F. QUALIFICATIONS below are to be provided with the submission package:

1. Registered to do business with the Division of Corporations. A printout from [www.Sunbiz.org](http://www.Sunbiz.org) which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status.
2. Vendor's must comply with Highlands County Ordinances, codes, rules and regulations, Florida law, and the requirements of any and all other governmental agencies which have jurisdiction over the work being performed.

## SECTION V. SCOPE OF WORK AND SPECIFICATIONS

- A. PURPOSE: The Board of County Commissioners, Highlands County, Florida (HCBCC) is requesting offers on approximately 80,000 cubic yards of soil material from the Highlands County Istokpoga Marsh Water Improvement District (IMWID) Lake Placid, Florida.
- B. PROJECT SPECIFICATIONS:
1. Removal may be carried out in phases to include: removal of approximately 80,000 cubic yards of soil. Material must be removed without damage to the existing impoundment facility and perimeter roadway. Repair of any such damage would be solely at the expense of the awarded vendor.
  2. Highlands County makes no guarantee of the quality or quantity of soil material. The amount of 80,000 cubic yards is an estimate to be used for bidding purposes only.
  3. Based on value of the soil, this Bid will be awarded to the most responsive bidder(s) with the highest offered price per cubic yard. The awarded Bidder(s) will be required to pay the County at the price per cubic yard as stated on their Bid Form. One or more Bidders may be awarded based on price offered, with the highest price offeror being allowed first access for quantity they desire.
  4. Awarded Vendor(s) 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 and transport the soil off-site.
  5. Vendor(s) shall operate under all Highlands County safety ordinances and regulations. Negligence by contractor or any subcontractors to follow safety rules and regulations may cause immediate removal of the Vendor from site. Any fines to Highlands County sustained through this operation shall be paid by the Vendor.
  6. 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. Eighteen (18) cubic yard loads are preferred.
  7. Tickets will be provided by Highlands County to account for the material removal and submitted to a designated employee 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 soil removal from 7:00 a.m. to 4:00 p.m., Monday through Thursday. No trucks will be allowed to stage along any highway prior to the hours of operation.

8. Awarded bidder shall provide payment monthly to Highlands County Board of County Commissioners, received no later than the 10<sup>th</sup> of the month for the preceding months soil removal. The payment shall be accompanied by a summary of all weight tickets and copy of weight tickets to support the payment.
  9. The awarded Contractor must use the access road shown on the site plan with red arrow. All access routes must be properly maintained and returned to the original state. Any shell rock unsurfaced roadways utilized during the contract shall be consistently maintained through grading maintenance. No soil debris shall remain on any roadway or access route. No access or truck traffic will be allowed to the southern part of site.
  9. The soil material site shall be properly graded/leveled by each respective vendor. Any remaining material must be quantified in one area, not remaining in separate piles within the soil site shown on the map
- C. WARRANTY: All access routes must be properly maintained and returned to the original state. Any shell rock unsurfaced roadways utilized during the contract shall be consistently maintained through grading maintenance. No debris shall remain on any roadway or access route. The material site shall be properly graded/leveled by each respective vendor. Any remaining material must be quantified in one area, not remaining in separate piles within the material site. Awarded Bidder is to ensure site is maintained. Upon completion, the Awarded Bidder is to notify the County project manager to schedule a site review. Any non-compliance issues are to be rectified by the Awarded Bidder within 15 calendar days. Any non-compliance may be repaired by the County and charged to the Awarded Bidder.
- D. PROJECT MANAGER: Dawn Ritter, Natural Resources Manager – Road and Bridge Department..
- E. FAILURE TO PERFORM: Failure to complete the delivery as ordered and scheduled will result in written notice to the Bidder terminating its rights to proceed as to the purchase order. Bidder shall not, however, be responsible for delays in service due to: Unavoidable mechanical breakdowns
- Strikes
  - Acts of God
  - Fire

provided that the Highlands County Project Manager and Purchasing Manager is notified in writing by the Bidder of such pending or actual delay. In the event of any delay, the date of service completion may be extended for a period equal to the time lost due to the reason for the delay.

-END OF SECTION-

**SECTION VI. HIGHLANDS COUNTY FORMS**

Documentation included with Bid submittal package

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

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

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

**OFFICIAL BID SUBMITTAL FORM**

BID SUBMITTED TO:

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DIVISION**

SOLICITATION IDENTIFICATION: **ITB 22-017**

SOLICITATION NAME: **Soil Removal/Sale-IMWID Impound Site**

SUBMITTED BY:

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Bidder's Authorized Representative's Name and Title

\_\_\_\_\_  
Bidder's Address 1

\_\_\_\_\_  
Bidder's Address 2

\_\_\_\_\_  
Contact's Name and Title (Print)

\_\_\_\_\_  
Contact's E-mail Address

\_\_\_\_\_  
Contact's Phone Number

\_\_\_\_\_  
Dun's Number

\_\_\_\_\_  
Employer Identification Number/Federal Employer Identification (as shown on Sunbiz.org)

BIDDER IS: (CHECK ONE)

Individual

Partnership

Corporation

Joint Venture\*

\*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

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:

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.

**CERTIFICATION/ACKNOWLEDGEMENTS:**

Having carefully examined the general and purchase order "Terms and Conditions", all solicitation documents and, if necessary, reviewed site conditions that may affect cost, progress, performance and finishing of the work which meet these specifications.

The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein. (no additional trip, service or mileage charges)



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

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

TERM: Work shall commence within 10 calendar days from the Purchase order or Notice to proceed. The work shall be **Substantially completed within 335 calendar days and Final Completion 30 calendar days (total of 365 calendar days)** from the Notice to Proceed.

**WARRANTY ACKNOWLEDGEMENT:**

Awarded bidder acknowledges and will comply with terms of use for this project as described herein. Upon completion awarded bidder to notify County project manager for site review. Any notification of non-compliance will be rectified by the awarded bidder within 15 calendar days at no cost to the County. If not completed in the time specified, the County may charge the awarded vendor the cost to rectify.

**PRICING:**

The undersigned does hereby declare that the undersigned has examined the project site and the complete specifications of this ITB entitled "Soil 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 Highlands County Board of County Commissioners at the price per cubic yard of material as specified below. **Estimated 80,000 cubic yards available.**

\$ \_\_\_\_\_ /PRICE PER CUBIC YARD OF SOIL  
Numeric

Price written in word: \_\_\_\_\_ /per CY

Estimated Cubic Yards requested \_\_\_\_\_ CY

SUBMITTED ON: \_\_\_\_\_ 20 \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (Seal)  
Bidder's Authorized Representative

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**DRUG FREE WORKPLACE**

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

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

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

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: \_\_\_\_\_

**PUBLIC ENTITY CRIMES**

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

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

STATE OF FLORIDA \_\_\_\_\_ } 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 \_\_\_\_.

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: \_\_\_\_\_

**DISCRIMINATION CERTIFICATION**

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

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

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

by \_\_\_\_\_  
[Print individual's name and title]

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

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

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

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

**SCRUTINIZED COMPANIES CERTIFICATION**

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES  
SCRUTINIZED COMPANIES CERTIFICATION**

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

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

by \_\_\_\_\_  
[Print individual's name and title]

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_

**E-VERIFY CERTIFICATION**

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

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

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

by \_\_\_\_\_  
[Print individual's name and title]

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

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



## STATEMENT OF NO BID

We, the undersigned, have declined to bid

- Specifications too "tight", i.e., geared toward one brand or manufacturer only
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or services
- Unable to meet specifications
- Unable to meet Bond requirements
- Specifications unclear (explain how)
- Unable to meet Insurance requirements
- Remove us from your "Bidders List" altogether
- Other (specify below)

Remarks:

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**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Sealed Submission Label**


Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"

**Deliver to:** Highlands County Purchasing Department  
600 S. Commerce Ave., 2<sup>nd</sup> Floor  
Sebring, FL 33870

**Contact Information:** Lori DeLoach, Purchasing Analyst  
(863) 402-6500



**PLEASE PRINT CLEARLY**

	<b>SEALED BID/PROPOSAL DOCUMENTS</b> <b>• DO NOT OPEN •</b>
SOLICITATION No.:	<b>ITB 22-017</b>
SOLICITATION TITLE:	<b>Soil Removal/Sale-IMWID Impound Site</b>
DATE DUE:	<b>Tuesday, May 10, 2022</b>
TIME DUE:	<b>Prior to: 3:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 <sup>nd</sup> Floor (Lori DeLoach) 600 South Commerce Avenue Sebring, Florida 33870
<b>Note: submissions received after the time and date above will not be accepted.</b>	

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

## SECTION VII. Exhibit A Site Aerials

The location of the property is 154 Caladium Dr., Lake Placid, FL. The site is located S. US 27 towards Lake Placid, make a left at the second traffic light onto CR621 and travel east for approximately 5.3 miles, then make a right turn onto Caladium Dr. for approximately 3/4 of a mile to the site.



