



**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 Krinke, Purchasing Analyst

(863) 402-6528, Direct Line

lkrinkey@highlandsfl.gov

INVITATION TO BID (ITB) 22-030-LLK

Landfill Hydraulic Cover Spray Unit

- | | |
|----------------------------------|---|
| Pre-Solicitation Meeting: | |
| x | None Scheduled for this solicitation |
| Location: | N/A |
| Request for Information | |
| ✓ Deadline: | January 12, 2023, prior to 5:00 PM |
| ✓ Submission Deadline: | Wednesday, January 25, 2023, prior to 3:30PM |

Advertisement Date: Saturday, December 31, 2022
Second Advertised Date: Saturday, January 7, 2023

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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. 22-030 Landfill Hydraulic Cover Spray Unit

Highlands County requests bids for one (1) hydraulic cover spray unit for the Highlands County Solid Waste Department

Specifications may be obtained by downloading from our website: www.HighlandsFL.Gov, or on www.VendorRegistry.Com. Questions should be directed at: Lori Krinke, Purchasing Analyst, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or [E-Mail:lkrinke@highlandsfl.gov](mailto:Mail:lkrinke@highlandsfl.gov).

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

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office **no later than 3:30 P.M., Wednesday, January 25, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

☐ **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one all-inclusive adobe file of all documents. **Label "22-030 Bidder Name-Submission"**

OR

☐ **Hard Copy submission** in a sealed and marked package. Affix the supplied "Sealed Solicitation Label" with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and electronic copy containing **one all-inclusive Adobe file** of all documents. **Label "22-030 Bidder Name Submission"** (Thumb drive) of the original response.

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

The public is invited to attend this meeting.

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

Highlands County's Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of June 21, 2022. The County encourages the use of Disadvantaged Business 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 lowest responsive and responsible Bid received meeting the requirements requested. The County reserves the right to waive irregularities in the Bid.

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

Board of County Commissioners, Highlands County, FL

www.Highlandsfl.gov

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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.

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 individual listed on the cover 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.
- 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 a sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- 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. 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; 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.
- 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 person identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated on the cover of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- 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 that this submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring or other governmental agencies desire to participate in this ITB, and make an award thereof, each 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.
- KK) VENDOR COMPLIANCE: 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 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.
- H) In the event of a mathematical error, the unit price shall prevail.
- I) Items marked as "Product Only," "No Substitution," or "Equivalent," etc., shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the County.
- J) Public Record:
 - a) Pursuant to Florida Statutes, Section 119.0701

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY RECORDS CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

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

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. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at \$100,000.
3. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
4. Special Requirements / Evidence of Insurance:
 - a. A copy of the Bidder's current certificate of insurance MUST be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation 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 or emailed to purchasing@highlandsfl.gov.

-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:** The bid is to be awarded to the lowest responsive and responsible bidder based on the "Total Bid Amount."

- a. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided: Rates and all other negotiated expenses will remain in effect throughout the duration of the award period.
- b. This award does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
- c. All pricing shall be all inclusive to include, but not limited to, licensing, material, labor, travel, shipping, handling or delivery, return and incidentals, as applicable, to provide the service described.
- d. Should the item be not available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item is obtained.

B) **TERM:**

The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity within 16 weeks from issuance of the purchase order. The contract will include a thirty (30) day termination for convenience clause for termination by the County. Awarded Vendor will hold pricing for up to 120 days from date of award while project is approved.

C) **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:

*Lori Krinkey, Purchasing Analyst
Highlands County Purchasing Division
600 South Commerce Avenue, Sebring, FL 33870
Phone: (863) 402-6528; Email: lkrinkey@highlandsfl.gov*

D) **REQUEST FOR INFORMATION (RFI) CUT-OFF**

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.

--END OF SECTION--

SECTION V. SCOPE OF WORK AND SPECIFICATIONS

1. **BACKGROUND:** Landfill operations must cover all disposed of waste at the end of the day. Federal and State regulations allow alternative material in lieu of earthen materials. Use of alternative materials extends the life of the garbage cells. Highlands County seeks to purchase a hydraulic cover spray unit for the application of alternative daily cover over the working face of the landfill and seeding of landfill slope areas.
2. Highlands County is soliciting bids for a tow behind Hydraulic Application Spray Unit with integrated frame and chassis (trailer mounted will not be accepted) and able to operate in all work surfaces typical of an active landfill including traversing on fresh trash.
3. Chassis
 - 3.1 The Hydraulic Application Spray Unit shall be mounted to a heavy-duty frame designed for use on all work zone surfaces.
 - 3.2 The frame shall be made of four (4) inch x eight (8) inch rectangular tubing, with a three (3) inch x four (4) inch rectangular tubing draw bar.
 - 3.3 The draw bar shall include a five thousand (5,000) pound draw bar jack and eighty-five thousand (85,000) pound 2 position drawbar mount.
 - 3.4 The chassis shall be of approximate dimension of seven (7) feet six (6) inches wide x twenty-two (22) feet long.
 - 3.5 Wheels shall be Solid Rubber Tires.
 - 3.6 The suspension shall consist of two (2) ten thousand (10,000) pounds independent suspension axles with a total capacity of at least twenty thousand (20,000) pounds.
 - 3.7 Minimum ground clearance of approximately twenty-one (21) inches as measured from the ground to the bottom of the axle.
 - 3.8 The unit shall be outfitted with a hinged and lockable gate built into the safety railings. Opening to be wide enough to receive pallets or bulk sack of material (Approx. 60"), eliminating the need for lifting such over the safety rails.
 - 3.9 The Hydraulic Application Spray Unit shall have a manual hose reel mounted, with one hundred twenty-five (125) feet of one and one half (1 1/2) inch lay-flat hose.
4. Engine
 - 4.1 The engine shall be four (4) cylinders, water cooled, diesel fueled.
 - 4.2 The engine shall include a dry- type air filtration system with service indicator.
 - 4.3 The fuel tank shall be a minimum of twenty-one (21) gallons.
5. Product Tank
 - 5.1 The product tank shall have a minimum capacity of one thousand (1000) gallons.
 - 5.2 The product tank shall be steel.
 - 5.3 The product tank shall have an interior coating.
 - 5.4 The product tank shall have a cylindrical mineral binder inlet made from quarter (1/4) inch HR steel with hinged and lockable lid that is standard or made available at the request of the customer. The inlet shall be approximately fourteen (14) inches tall by twelve (12) inches ID and is positioned on the deck of the unit to receive powdered thickening or hardening products from bulk sacks or external bulk handling equipment such as portable silos. Inside this twelve (12) inch inlet the deck of the unit will have a nine-point-five (9.5) inch diameter hole which allows free flow of powdered material but acts as a stop for standard silo discharge hoses or bulk back discharge chutes.

- 5.5 The inlet shall have a splash free design with hinged bag grate.
- 6. Hydraulic System
 - 6.1 The hydraulic system shall be open loop, gear drive type.
 - 6.2 The hydraulic system shall have filtration on both supply and return.
 - 6.3 The hydraulic system shall have an oil sight gauge.
 - 6.4 The hydraulic system shall have an Electronic Throttle controller, and the mixer, pump and water pump shall have rocker switches.
- 7. In-Tank Mixer
 - 7.1 The in-tank mixer shall have mechanical paddle agitation and liquid recirculation.
- 8. Product Pump
 - 8.1 The product pump shall be a reversible three (3) stage progressive cavity pump.
 - 8.2 The product pump shall have a minimum flow rating of one hundred (100) Gallons Per Minute (GPM) at five hundred (500) Revolutions Per Minute (RPM), forward and reverse capability with recirculation loop.
 - 8.3 Product pump shall have the capability of drawing water from a source (lake or pond) for filling mixing tank.
- 9. Reserve Water Tank
 - 9.1 The Hydraulic Application Spray Unit shall contain a built-in reserve water tank.
 - 9.2 The water tank shall have a minimum capacity of one hundred seventy (170) gallons.
 - 9.3 The water tank shall contain a dedicated hydraulic over hydraulic centrifugal pump.
 - 9.4 This pump shall have a flow rating of one hundred fourteen (114) Gallons per Minute (GPM) at one hundred eighty (180) Pounds per Square Inch (PSI).
 - 9.5 Twenty-five (25) foot clean off hose shall be provided with reserve tank.
- 10. Alarms
 - 10.1 The Hydraulic Application Spray Unit shall have audible alarms.
 - 10.2 The Hydraulic Application Spray Unit shall have dual emergency shutdown switches.
 - 10.3 The Hydraulic Application Spray Unit shall have an Operator Signal Horn.
 - 10.4 The Hydraulic Application Spray Unit shall have an Auxiliary Lighting Port.
- 11. Accessories
 - 11.1 Nylon straight blade scraper.
 - 11.2 Spraying System vee-jet fifteen (15) degree flat spray nozzle.
 - 11.3 Spraying Systems vee-jet twenty-five (25) degree flat spray nozzle.
 - 11.4 Spraying System vee-jet fifty (50) degree flat spray nozzle.
 - 11.5 Spraying System twenty-five (25) degree low flow flat spray nozzle.
 - 11.6 Long distance nozzle with minimum one hundred (100) GPM long distance solid stream nozzle.
 - 11.7 Tool Box.
 - 11.8 The Hydraulic Applicator Spray Unit shall be outfitted with the ability to use a heavy duty ten thousand (10,000) PSI grease gun with high impact grease.
 - 11.9 LED illumination connected to a steel pole that connects to rail system.

12. Training

- 12.1 It shall be the responsibility of the Vendor/Contractor to supply at no charge onsite safety, operational and service training.
- 12.2 The safety and operational training shall consist of a complete review and understanding of the manufacturer's owner's manual, along with actual operation of the equipment mixing and applying hydraulic mineral base erosion control material.
- 12.3 The Instructors shall emphasize all the proper use for safe operation.
- 12.4 The service training shall include all general troubleshooting of unit.

13. Warranties

- 13.1 The Hydraulic Application Spray Unit must be guaranteed to be free from defects in materials, design, and workmanship for a minimum period of one (1) year, unlimited hours from final in-service date.
- 13.2 The successful bidder shall submit a non-executed copy of the warranty with the bid and executed copies of the warranty upon delivery of the Hydraulic Application Spray Unit.

14. System Drawings/Plans

- 14.1 The bidder will provide literature or system diagrams and details on the following components: Chassis, mixing tank, hydraulic system, spray pump, reserve water tank.
- 14.2 A computer-generated engineers' detailed layout of equipment body components shall be provided with the bid submittal. The layout drawing shall show the location of all the components necessary for the successful construction and operation of the hydraulic cover spray unit.

- 15. Failure to supply information as requested for the previous items may cause the bid to be rejected.

-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	
LOCAL COMPLIANCE FORMS	INCLUDED
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	
MISCELLANEOUS DOCUMENTATION	
Bidder/Proposer FEI/EIN Number	
Acord Insurance Form (sample copy of Certificate of Insurance)	
Women / Minority Business Enterprise Certification	
Licenses, Certifications: o If applicable	
Literature on system components and Chassis information	
Equipment layout drawing	
Warranty information	
One (1) ORIGINAL Submission Package, One (1) exact paper COPY of the Submission package (TOTAL 2 PAPER COPIES) and one (1) exact electronic copy on thumb drive of the Submission package.	
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

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
Attn: Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870

SOLICITATION IDENTIFICATION: **ITB 22-030-LLK**
SOLICITATION NAME: **Landfill Hydraulic Cover Spray Unit**
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

BIDDER IS: (CHECK ONE)

Individual

Limited Liability
Company

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.)

1. ACKNOWLEDGEMENT OF ADENDA Bidder/Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

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

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 successful bidder/proposer shall be responsible for furnishing and delivering to the Highlands County requesting Department commodity or service. The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein.

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.

Bid Amount

ITEM NO.	DESCRIPTION	QTY.	MAKE	MODEL	AMOUNT
1	Hydraulic Cover Spray Unit	1			\$
TOTAL BID AMOUNT					\$
TOTAL BID (in words):					

Date of delivery: (or number calendar days upon receipt of Purchase Order) _____

Exceptions to the specifications or alternate to a specific specification: (Exceptions/Alternates are to be submitted to the Purchasing representative and approved prior to the RFI deadline. If not approved the submission may be deemed non-responsive)

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: _____

**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: _____

NONDISCRIMINATION 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 _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

E-VERIFY CERTIFICATION

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

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
by _____
[Print individual's name and title]
for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]
whose business address is _____ and
whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")
2. **CERTIFICATION**
Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ 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 _____

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



STATEMENT OF NO BID

We, the undersigned, have declined to bid

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

Remarks: _____

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____

Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail.

Labeling Not required for electronically submitted bids that are uploaded into Vendor Registry.


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

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

Contact Information: Lori Krinke, Purchasing Analyst
(863) 402-6528

PLEASE PRINT CLEARLY



	SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •
SOLICITATION NO.:	ITB 22-030-LLK
SOLICITATION TITLE:	Landfill Hydraulic Cover Spray Unit
DATE DUE:	Wednesday, January 25, 2023
TIME DUE:	Prior to: 3:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor (Lori Krinke) 600 South Commerce Avenue Sebring, Florida 33870
Note: submissions received after the time and date above will not be accepted.	

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