

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Division

INVITATION TO BID

18-004

SHELL HAULING (ONE-WAY) FROM COUNTY SHELL PIT

August 2017

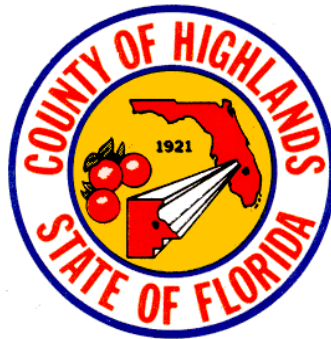


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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Division

INVITATION TO BID ("ITB")

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

ITB NO. 18-004 SHELL HAULING ONE-WAY

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

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

Each submittal shall include one (1) original and one (1) exact electronic copy (CD's or thumb drive) of the BID submission packet.

BIDS MUST BE DELIVERED to the Purchasing Division, 4320 George Blvd, Sebring, FL. 33875-5803 so as to reach said office no later than **4:00 P.M., Thursday, September 7; 2017**, at which time they will be opened. The Public is invited to attend this meeting. Bid envelopes must be sealed and marked with the Bid number and name so as to identify the enclosed Bid. Bids received later than the date and time as specified will be rejected. The County will not be responsible for the late deliveries of Bids that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

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

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

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Bid. The County reserves the right to waive irregularities in the Bid.

The Board, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

- A. For purposes of this ITB, the following terms are defined as follows:
 - 1. Bidder means the person or entity submitting a Bid in response to this ITB.
- B. All Bids shall become the property of the County.
- C. Compliance with Florida Statutes Section 287.087, on Drug Free Workplace, Section 287.133(2)(a), on Public Entity Crimes, and Section 287.134, on Discrimination, is required.

F.S. 287.087, Preference to businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR BID OR WHERE INDICATED ON THE BID FORM.

F.S. 287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F.S. 287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

- D. Bids are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F. Bidders, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XI. of this ITB for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H. All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I. Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. 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 automobile liability insurance with a limit of not less than \$1,000,000 each accident 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. Professional Limited Liability Insurance: The Contractor shall have and maintain professional liability insurance with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this ITB.

5. Special Requirements / Evidence of Insurance:

- a. A copy of the Bidder's current certificate of insurance MUST be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - (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's Purchasing Manager 4320 George Blvd., Sebring, FL 33875-5803.
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII.
 - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this ITB. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.
6. Notice Requirements: The Contractor shall provide notification to County by overnight delivery return receipt requested, hand delivery, or confirmed facsimile within three (3) days after giving or receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

- O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Bidder. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.
- P. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- Q. If submitting a Bid for more than one ITB, each Bid must be in a separate envelope and correctly marked. Only one Bid per ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Bid must contain proof of enrollment in E-Verify. 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 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.
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- 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 shall be further disqualified from bidding on any future requests for work, goods or services for the County.

SECTION II. LOCAL PREFERENCE POLICY

A. Intent and Purpose

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

B. Acknowledgements

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

C. Preference in Bidding

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

D. Preference in RFP

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

E. Notice

All procurement documents including but not limited to bid documents and RFP documents shall include a notice to Proposers of the Local Preference Policy.

F. Local Business Definition

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

1. Has had a fixed office or distribution point located in and having a street address within the County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or RFP's by the County; and
2. Holds any business license required by the County, and/or, if applicable, the Municipalities; and
3. Employs at least one full-time employee, or two part-time employees whose primary residence is in the 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 the County.

G. Certification

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

H. Exceptions to the Local Preference Policy

1. The procurement preference set forth by the Local Preference Policy shall not apply to any of the following purchases or contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - b. Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board;
 - c. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the Local Preference Policy;
 - d. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.
2. Application of the Local Preference Policy to a particular purchase, contract, or category of contracts for which the Board is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or the County Purchasing Manager.
3. The Local Preference Policy does not prohibit or lessen the right of the Board and County Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or Proposals.
4. The Local Preference Policy established by the Board does not prohibit the Board from giving any other preference permitted by law, in addition to the local preference authorized by the Local Preference Policy.

I. Application and Enforcement of Local Preference Policy

1. The Local Preference Policy established by the Board shall apply to new Proposals, quotations, contracts and procurements solicited after the effective date of the Local Preference Policy.

2. This Local Preference Policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

J. Promulgation of Rules

1. The County Administrator, Assistant County Administrator, or County Purchasing Manager are hereby authorized to adopt administrative rules supplemental to the provisions of the Local Preference Policy as deemed necessary and appropriate to implement the provisions of the Local Preference Policy.
2. The provisions of the Local Preference Policy and the rules adopted by the County Administrator, Assistant County Administrator, or County Purchasing Manager shall be provided to potential bidders, Proposers, and Contractors to the widest extent practicable.

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this ITB:

- A. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G. If the County believes that collusion exists among Bidders, all Bids will be rejected.

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR ITB 18-004

- A. ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on vendorregistry.com. It is the sole responsibility of the Bidder to check the website for

Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.

- B. **AFFIRMATION:** By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- C. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- D. **MISUNDERSTANDINGS:** The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- E. **ASSIGNMENT OF CONTRACT:** The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- F. **COMPLAINTS:** The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- G. **REQUEST FOR CHANGE OF ITB SPECIFICATIONS:** Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XI. of this ITB. Requests must be submitted by the RFI Cut-Off date stated in Section XII. of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- H. **EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK:** Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by

the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.

- I. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

SECTION V. GENERAL SPECIFICATIONS FOR ITB 18-004

- A. PURPOSE: The Board hereby gives notice that it that it intends to it intends to obtain shell hauling services on "as needed" bases.
- B. TERM OF BID: The twelve (12) month period from October 1, 2017 through September 30, 2018.
- C. MANDATORY PRE-BID MEETING: will not be held for this ITB.
- D. BID DUE DATE AND LOCATION: 4:00 P.M. on Thursday, September 7, 2017 at the Highlands County BOCC Purchasing Division located at 4320 George Blvd., Sebring, FL 33875-5803.
- E. PROJECT MANAGER: Mr. Kyle Green (HCBCC; Road and Bridge Department)
- F. INSURANCE: As described in the General Terms and Conditions, subsection N of Section I of this ITB.
- G. PRICING: Include pricing with your Bid as provided on the bid form. See section VII.
- H. INVOICING / COMPENSATION:
 - 1. Vendor shall submit detailed invoices within 5 business days from delivery to the Road and Bridge Department.
 - 2. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

SECTION VI. SPECIFICATIONS

- A. In performing work under these specifications, the Vendor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.
- B. Any overload, moving violations or any other legal violations shall be the responsibility of the Vendor.

- C. The Board shall not be held responsible for damages to property or for injuries or death to persons, which might occur without fault on the part of the Board or its employees as a result of, or incident to, performance of this bid.
- D. Deliveries to the Highlands County Solid Waste Facility will be paid per ton after weighing on the landfill scales. Solid Waste will pay per ton using weights from Landfill scale tickets.
- E. Bidder is to attach a list of the size and number of trucks available for this bid and hauling capacities of each.
- F. The approximate amount of shell to be hauled under this bid is 80,000 tons. Highlands County will not guarantee any certain amount to be hauled.
- G. This bid is for the hauling of shell from Charlotte County Shell Pit; 3750 State Road 31, Punta Gorda, Florida 33921, (Property of Highlands County), to any destination in Highlands County.
- H. The County Purchasing Division will issue purchase orders for the shell needed during the period October 1, 2017 to September 30, 2018, and payment will be made within thirty (30) days after receipt of the invoice.
- I. Payments shall be per ton, delivered as per the bid price (NO INCREASE IN PRICE WILL BE ALLOWED).
- J. Invoices received for payment without purchase order and without signed delivery tickets will not be paid. Invoices must be received in a timely fashion. Tickets dated prior to one month of invoice date will not be paid.
- K. Shell tonnage totals shall be supplied by vendor to Road & Bridge Department within 3 days after completion of project.
- L. Delivery tickets must be numbered in sequence and in triplicate sets so as to maintain an original and two (2) copies of each delivery.
- M. All delivery tickets shall be signed by authorized employees of the Board or designee.
- N. Copies of the triplicate sets are to be distributed as follows:
 - 1. Original to be maintained at scale house in Charlotte County.
 - 2. Copy #1 to be left at haul destination point and to be forwarded by the receiving department of the Board to the Finance Department for back up documentation when processing payment requests.
 - 3. Copy #2 to be used by vendor and submitted with invoice when requesting payment.
- O. Each delivery ticket shall include the following information:
 - 1. Date of Delivery
 - 2. Destination

3. Total Tons Delivered
 4. Truck Number
 5. Purchase Order Number
- P. Applicable Federal Excise Taxes are not to be included in the bids submitted. Tax exemption certificates will be furnished in lieu of any taxes.
- Q. Vendor shall have a minimum of 6 trucks available at all times in order to qualify for bidding. The minimum loaded capacity shall be 22 tons per truck.
- R. All trucks and tractor/trailer rigs shall be numbered and the tractor/trailer number and TARE weight must be visible on side of truck or trailer and will be weighed on County scales at no charge.
- S. Certificates showing legal gross weight must be furnished on all trucks and tractor/trailer rigs prior to hauling of any shell.
- T. Highlands County will pay, as a maximum, only for the established amount of tons, which can be legally hauled in accordance with the shell weight and gross weight of the vehicle.
- U. Highlands County will accept all bids that meet specifications. The lowest bidder will be contacted first at all times. Should the low bidder be incapable of supplying the volume of hauling required, at the discretion of the Road & Bridge Superintendent or designee, or the Purchasing Manager, the next lowest bidder, and so on, will be contacted until hauling requirements are met. A purchase order will be issued to each such vendor. Requested amount will be determined upon issue of the initial purchase order.
- V. Highlands County shall be responsible for maintaining access haul roads and dump sites on county property in order to insure adequate accessibility.
- W. Designated dump-sites within County property are at the discretion of the Road & Bridge Superintendent, or District Road Supervisor and may be changed from time to time, as the need is determined.
- X. Should conditions occur which would prevent the successful bidder from hauling the required amounts due to operational procedures at the job site, the vendor shall not be held responsible for meeting daily hauling requirements.
- Y. CONTRACTUAL HAULING PROCEDURES AND REQUIREMENTS:
1. A vehicle wash out is not available at the shell pit, all vehicles must be cleaned out prior to entering the pit. Any truck found with debris in the bed will be asked to leave and to remove the debris prior to weighing in.
 2. Each vehicle must obtain a tare weight at the scale house prior to loading.
 3. Once loaded, each vehicle must be weighed to ensure the legal maximum weight limit is NOT exceeded. If a truck is overweight, the driver must return to the loading area and

dump the excess material necessary to attain a legal gross weight. PLEASE NOTE THAT YOU WILL NOT BE PAID FOR OVERWEIGHT LOADS.

4. Driver must have two (2) copies of shell ticket (pink & yellow) prior to leaving with load.
5. After you have loaded, tarped, and been weighed, you must leave the shell pit. Do NOT block scales or wait for other drivers within the shell pit property.
6. Upon arrival at the dump destination, tickets must be signed by a Highlands County employee. Driver retains the yellow copy and the County employee receives the pink copy. NOTE - YOU WILL NOT BE PAID FOR LOADS THAT DO NOT HAVE A SIGNED TICKET.
7. Any moving or other legal violations shall be the responsibility of the driver.
8. In performing work for Highlands County, the driver shall comply with all relevant federal, state and local statutes, ordinances, laws and regulations.

SECTION VII. FORMS

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

ITB IDENTIFICATION: ITB 18-004 – SHELL HAULING (ONE-WAY) FROM THE
HIGHLANDS COUNTY SHELL PIT

BID SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS – PURCHASING DIVISION

BID SUBMITTED BY: _____
Bidding Company's Name

Bidder's Authorized Representative's Name

Bidder's Address 1

Bidder's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

- REQUIRED DOCUMENTATION

		INCLUDED?	
BID SUBMITTAL FORM	REQUIRED	YES	NO
CERTIFICATES: Section 215.4725 – See page 23 Section 287.087 – See page 24 Section 287.134 – See page 25 Section 287.133(3)(A) – See page 26 E-verify – See page 28	REQUIRED	YES	NO
STATEMENT IF INDEMNIFICATION See page 22	REQUIRED	YES	NO
LOCAL PREFERENCE AFFIDAVIT See page 21	IF APPLICABLE	YES	NO
ACORD LIABILITY INSURANCE FORM	REQUIRED	YES	NO

- PRICING
DISCLOSE ANY ADDITIONAL FEES, CHARGES, AND SURCHARGES WHICH MIGHT BE INVOICED (INCLUDE FEES CHARGED FOR USE OF CREDIT CARD):

DISTANCE		PRICE	
40-50 Mile One-Way	\$ Per Ton	70-80 Mile One-Way	\$ Per Ton
50-60 Mile One-Way	\$ Per Ton	80-90 Mile One-Way	\$ Per Ton
60-70 Mile One-Way	\$ Per Ton	90-100 Mile One-Way	\$ Per Ton

- EQUIPMENT – LIST OF THE SIZE AND NUMBER OF TRUCKS AVAILABLE:

- EXCEPTIONS TO BID:

In submitting this Bid, Bidder represents that:

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

Date	Number	Date	Number	Date	Number	Date	Number

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON: _____, 20_____.

SIGNATURE: _____ (seal)
Bidder's Authorized Representative

PRINTED NAME: _____

TITLE: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

[Signature and Date]

STATE OF _____, COUNTY OF _____

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

NOTARY PUBLIC

SEAL

Commission Expiration Date

STATEMENT OF INDEMNIFICATION

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

It is agreed by the undersigned vendor that they accept the above conditions:

FOR THE VENDOR:

BY _____

Printed Name and Title

STATE OF FLORIDA, COUNTY OF _____

Sworn to and subscribed before me this on this _____ day of _____, 20____.

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

(Signature of Notary Public)

SEAL

(Commission Expiration Date)

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
ITB 18-004**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, 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.

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

Print Name: _____

STATE OF _____
COUNTY OF _____

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

(AFFIX NOTARY SEAL)

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

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
ITB 18-004**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF FLORIDA

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES
ITB 18-004**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ____/____/____

STATE OF FLORIDA

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES
ITB 18-004**

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

DESCRIPTION OF CONTRACT: Purchase orders resulting from ITB 18-004

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____.

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

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
ITB 18-004**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF FLORIDA

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: _____

SECTION VIII. SELECTION PROCESS

The selection process shall be open to the public and records shall be maintained in accordance with the State of Florida's records retention requirements. It is the County's intent to award all responsive and responsible Bidders. Ranking will be created for each item based on price (per unit). Orders will be based on price and availability, meaning the Vendor whose price is the lowest for the required item will be contacted first to confirm availability. If Vendor is not able to deliver on the time requested, the Vendor whose price is the second lowest will be contacted, and so on.

Ranking will be based on the specified item.

SECTION IX. CONTINGENT FEES PROHIBITED

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

SECTION X. TENTATIVE SCHEDULE

DATE	TIME	EVENT
8/20/17		First Advertisement
8/27/17		Second Advertisement
8/30/17	5:00 P.M.	Deadline to submit questions (RFI's)
9/7/17	4:00 P.M.	Bid due date
9/20/17		Anticipated award date

SECTION XI. ITB CONTACT INFORMATION

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

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

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

All questions regarding this ITB shall be submitted by Bidders in writing by 5:00 P.M. EST on Wednesday, August 30, 2017 to the person identified in Section XI. of this ITB. The County shall release responses by 5:00 P.M. EST on Friday, September 1, 2017.