

*Purchasing Division*

# **INVITATION TO BID (ITB)**

## **19-021**

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AGGREGATE MATERIALS FOR HIGHLANDS COUNTY ASPHALT PLANT

September 2019



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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. 19-021      Aggregate Materials for Highlands County Asphalt Plant**

Specifications may be obtained by downloading from our website: [www.hcbcc.net](http://www.hcbcc.net), or on [www.VendorRegistry.com](http://www.VendorRegistry.com). Questions should be directed at: Jamee Soto, Purchasing Agent, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6526; or E Mail: [jasoto@hcbcc.org](mailto:jasoto@hcbcc.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 drives) of the BID submission packet. BIDS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave., Sebring, FL 33870 so as to reach that office no later than **3:30 P.M., Tuesday October 8, 2019**, at which time they will be opened. The public is invited to attend this meeting. Bid envelopes must be sealed and marked with the ITB number and name so as to identify the enclosed bid. Bids received later than the date and time as specified will be rejected. The County will not be responsible for the late deliveries of responses that are incorrectly addressed, delivered in person, by mail or any other type of delivery service. One or more County Commissioners may be in attendance at the bid opening.

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

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

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

**Board of County Commissioners, Highlands County, FL**

**[www.hcbcc.net](http://www.hcbcc.net)**

## **SECTION I. GENERAL TERMS AND CONDITIONS**

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

1. Bidder means the person or entity submitting a Bid in response to this ITB.
2. Contractor means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of the purchase orders issued by the County in performance of the Scope of Work. Terms and Conditions for the County purchase orders (as referenced herein, the purchase order terms and conditions are the “contract”) are in the attached appendix of this solicitation.

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

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

### **Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:**

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

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

### **Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:**

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:**

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

**Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:**

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

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

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473; or 2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

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

D. Bids are due and must be received in accordance with the instructions given in the announcement page.

- E. The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F. Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section VI of this ITB for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H. All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I. Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB with documentation of such authority included with Bid submission.
- N. Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
  - 1. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and

Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
3. 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 and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII".
  - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

O. The following "Statement of Indemnification" forms a part of and is hereby incorporated into any Purchase Order or 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, contractor, subcontractor, agent, or other authorized personnel of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- Q. If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Bid must contain proof of enrollment in E-Verify.
- S. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00



- U. Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- V. Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- W. The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- X. The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- Y. Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- AA. If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.

**-END OF SECTION-**

## **SECTION II. THE COUNTY'S RESERVATION OF RIGHTS**

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

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

**-END OF SECTION-**

### SECTION III.

### ADDITIONAL TERMS AND CONDITIONS FOR ITB 19-021

- A. ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, [www.hcbcc.net](http://www.hcbcc.net). It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- B. AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- C. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- D. MISUNDERSTANDINGS: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- E. ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- F. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- G. REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section VIII of this ITB. Requests must be

submitted by the Request for Information (RFI) Cut-Off date stated in Section X of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.

- H. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- I. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- J. OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that the submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same contract price, and for the same effective period pertaining to this ITB. If other local government agencies desire to accept this invitation, and make an award thereof, the other local government agencies shall accept the invitation and make an award thereof independently of Highlands County. Each governmental agency, Highlands County and the other local government entities, shall each be responsible for their own purchases and each shall be liable for materials and services ordered and received by each governmental entity. Neither agency assumes any liability for the other agency's actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of other government agencies to competitively procure any or all items.

**-END OF SECTION-**

#### SECTION IV. GENERAL SPECIFICATIONS FOR ITB 19-021

- A. PURPOSE: Highlands County plans to produce approximately 25-30,000 tons of hot-mix asphalt products during the 2019-2023 Fiscal Year with an asphalt plant on landfill property at 12700 Arbuckle Creek Road; Sebring, FL 33870. The estimated quantity of each aggregate type noted below is approximate where actual purchases will vary based on final mix designs and available funding. Contractors will supply materials pursuant to issued purchase orders. Delivered price will be by truck to 12700 Arbuckle Creek Road, Sebring, FL. 33870 or by train car to a siding in Avon Park, Florida which has a capacity of 10 rock cars. Material delivered by truck would start within 7-days of order with the contractor.

Vendors are requested to provide bid prices for the initial one-year period. Any increase in pricing shall be requested no less than one hundred twenty (120) days prior to renewal of the Contract for an additional one (1) year term and shall be based on the Consumer Price Index (CPI) annual rate for the documented material. No retroactive price adjustments will be allowed.

Aggregate bids will only be accepted from producers having FDOT (Florida Department of Transportation) approved sources/materials for surface mix use/friction course. Bidders will provide copies of their FDOT product approvals and must stay on FDOT's approved list for the duration of this contract. **Due to variations in materials characteristics and asphalt cement usage, purchases shall be based on price for materials providing the most cost effective mix design.**

- B. TERM OF BID: The term of the Contract shall be for an initial twelve (12) month period from November 1, 2019 through October 31, 2020. Upon mutual agreement of the parties, the contract may be renewed for four (4) one (1) year terms, at the same pricing. The contract will include a thirty (30) day termination for convenience clause for termination by the County.
- C. MANDATORY PRE-BID MEETING: No mandatory pre-bid meeting will be held for this ITB.
- D. BID DUE DATE AND LOCATION: Bids are due by 3:30 PM on Tuesday October 8, 2019 at the Highlands County BOCC Purchasing Division located at 600 S Commerce Ave., Sebring, FL 33870.
- E. PROJECT MANAGER: This project is managed for the County by Mr. Jerry Queen, of the Highlands County Road & Bridge Department.
- F. INSURANCE: Contractor shall have and provide proof of insurance as set forth in the General Terms and Conditions, subsection N of Section I of this ITB.
- G. PRICING: Each Bidder shall include pricing with the Bid as provided on the bid form, see section V of this ITB.
- H. INVOICING / COMPENSATION:
1. Material tonnage totals shall be supplied by vendor to the Road and Bridge Department at 4344 George Blvd. Sebring, Fl. 33875 within 3 days after completion of project.
  2. Payments shall be per ton, delivered as per the bid price.

3. Delivery tickets must be numbered in sequence and in triplicate sets so as to maintain an original and two (2) copies of each delivery.
4. All delivery tickets shall be signed by authorized employees of the Board or his or her designee.
5. Copies of the triplicate sets shall be distributed as follows:
  - a. All trucks must weigh in and out on Highlands County certified scales except when scales are closed for weather or repair. If any truck fails to weigh in and out on the Highlands County certified scales, drivers shall leave a copy of the quarry ticket with the designated person at the dump site.
  - b. The original quarry ticket shall be maintained at scale house in Solid Waste Department.
  - c. Copy #1 of the quarry ticket shall be left at haul destination point and forwarded by the Receiving Department of the Board to the Finance Department for back up documentation when processing payment requests.
  - d. Copy #2 of the quarry ticket shall be used by vendor and submitted with invoice when requesting payment.
6. Each quarry delivery ticket shall include the following information:

a. Date of Delivery	c. Total Tons Delivered
b. Purchase Order Number	d. Truck Number or railcar number
7. Applicable Federal Excise Taxes shall not to be included in the submitted bids. Tax exemption certificates are available from Highlands County.
8. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes and the Highlands County Prompt Payment Policy.

**-END OF SECTION-**

## **SECTION V. SPECIFICATIONS**

Vendors shall have fully acquainted and familiarized themselves with requested items and all specifications and terms set forth in this Bid.

### **A. SERVICE SPECIFICATIONS**

1. Vendor shall have a minimum of six (6) trucks available in order to qualify for bidding.
2. 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.
3. Highlands County will pay, as a maximum, only for the established amount of tons, which can be legally hauled in accordance with the materials weight and gross weight of the vehicle.
4. Vendor is required to haul a minimum of 250 tons of aggregate material per day.
5. Highlands County will accept all bids that meet specifications. The lowest bidder will be contacted first for a request for delivery to Highlands County. If the lowest and most responsive bidder is incapable of supplying the volume of materials required, at the discretion of the Director of the Road and Bridge Department or his or her designee, or the Purchasing Manager or his or her designee, the next lowest bidder continuing with each succeeding lowest bidder, and so on, will be contacted until hauling requirements are met. A purchase order will be issued to the vendor capable of supplying the volume of materials required.
6. Highlands County will maintain the access haul roads and dump sites on County Property to provide adequate accessibility.
7. In the event that Highlands County creates conditions which prevent the successful bidder from hauling the required amounts of aggregate materials due to operational procedures at the job site, the vendor shall not be held responsible for meeting daily hauling requirements.
8. In performing work under these specifications, the Vendor shall comply with all relevant Federal, State, and Local Statutes, Ordinances, Laws, and Regulations.
9. Any overload, moving violations or any other legal violations shall be the responsibility of the Vendor.
10. Highlands County 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 Highlands County or its employees as a result of, or incident to, performance of this bid.
11. All trucks must weigh in and out on Highlands County Landfill scales.

**-END OF SECTION-**

SECTION VI. BID SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT IDENTIFICATION: ITB 19-021 – AGGREGATE MATERIALS FOR HIGHLANDS COUNTY ASPHALT PLANT

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

BID SUBMITTED BY:

Bidding Firm's Name

Bidding Firm's Address 1

Bidding Firm's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

In submitting this response, BIDDER represents that:

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

Date	Number	Date	Number	Date	Number	Date	Number



**BID SUBMITTAL FORM (continued)**

The undersigned agrees to provide the items listed below in compliance with the current FDOT Standard Specifications for Road and Bridge Construction at the prices listed:

<b>FDOT Description</b>	<b>Estimated Quantity</b>	<b>Unit Price FOB Quarry</b>	<b>Unit Price Delivered Truck</b>	<b>Unit Price Delivered Railcar</b>
<b>Item 901-1.4 Coarse Aggregate</b>				
Size No. 89 Limestone	15,000 Tons	\$ ton	\$ ton	\$ ton
Size No. 78 Limestone	1,000 Tons	\$ ton	\$ ton	\$ ton
Size No. 89 Granite	2,000 Tons	\$ ton	\$ ton	\$ ton
Size No. 78 Granite	1,000 Tons	\$ ton	\$ ton	\$ ton
<b>Item 902-5 Screenings</b>				
Limestone M-10	15,000 Tons	\$ ton	\$ ton	\$ ton
Limestone W-10	4,000 Tons	\$ ton	\$ ton	\$ ton
Granite M-10	6,000 Tons	\$ ton	\$ ton	\$ ton
Granite W-10	4,000 Tons	\$ ton	\$ ton	\$ ton

VENDOR NAME: \_\_\_\_\_

**Exceptions/Alternates to Bid:** State below and or attach on a separate sheet of paper and attach to this Bid.

Vendor will accept payment by Visa Credit Card:  
In compliance with Florida Statue 287.087 as a  
"Drug Free Workplace"

YES NO CIRCLE ONE

YES NO CIRCLE ONE

BID SUBMITTED BY:

\_\_\_\_\_

---

COMPANY

---

DATE SUBMITTED

---

REPRESENTATIVE (print)

---

REPRESENTATIVE'S SIGNATURE

---

ADDRESS

---

CITY / STATE / ZIP CODE

---

PHONE

---

FAX

---

EMAIL ADDRESS

- 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; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.

SUBMITTED ON: \_\_\_\_\_, 20\_\_\_\_\_.

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

SIGNATURE: \_\_\_\_\_ (seal)

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

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

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

\_\_\_\_\_

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

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

**SECTION VII. COMPLIANCE REQUIREMENTS**

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES  
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS  
ITB 19-021**

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

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

by \_\_\_\_\_

[Print individual's name and title]

for \_\_\_\_\_

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

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

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

2. CERTIFICATION

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

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 19-021**

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

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES**

**DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH  
PUBLIC ENTITIES**

**ITB 19-021**

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

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

by \_\_\_\_\_

[Print individual's name and title]

for \_\_\_\_\_

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

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

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

2. CERTIFICATION

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

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

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

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**ITB 19-021**

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

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

by \_\_\_\_\_

[Print individual's name and title]

for \_\_\_\_\_

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

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

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

2. **CERTIFICATION**

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

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

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

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

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

(AFFIX NOTARY SEAL)

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

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

**ITB 19-021**

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

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

by \_\_\_\_\_

[Print individual's name and title]

for \_\_\_\_\_

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

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

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

2. **CERTIFICATION**

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

Bidder's E-verify Company ID #: \_\_\_\_\_

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.**

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

**SECTION VIII. LOCAL VENDOR AFFIDAVIT**

**LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY**

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

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

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

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

Whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

2. **LOCAL PREFERENCE ELIGIBILITY**

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

YES \_\_\_\_ NO \_\_\_\_

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

YES \_\_\_\_ NO \_\_\_\_

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

YES \_\_\_\_ NO \_\_\_\_

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

\_\_\_\_\_  
**[Signature and Date]**

**STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_**

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

\_\_\_\_\_  
NOTARY PUBLIC                      SEAL                      Commission Expiration Date

**SECTION IX. ITB CONTACT INFORMATION**

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

*Ms. Jamee Soto, Purchasing Agent  
Highlands County Board of County Commissioners  
Purchasing Division  
600 South Commerce Avenue, Sebring, FL 33875  
Phone: (863) 402-6526; Email: [jasoto@hcbcc.org](mailto:jasoto@hcbcc.org)*

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

All questions regarding this ITB shall be submitted by Bidders in writing by 4 P.M. on Monday, July 29, 2019 to the contact referenced in Section IX.

## **Attachment A**

### **PURCHASE ORDER TERMS & CONDITIONS**

1. **DEFINITIONS**: “County” shall mean Highlands County, a political subdivision of the State of Florida and the term “Contractor” means the person, firm or corporation from whom the goods or services have been ordered.
2. **ELECTRONIC/FACSIMILE TRANSMISSION**: If this Purchase Order is fully executed and is transmitted by fax or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to the Contractor.
3. **AGREEMENT**: This purchase order, when properly signed and bearing a purchase order number, including these terms and conditions; the applicable specifications; the referenced solicitation document and executed agreement (as applicable), constitute the sole and entire Agreement between the parties hereto. Contractor certifies that the offer has been made by an officer or employee having the authority to bind the Contractor. Contractor’s acceptance of this purchase order is limited to the terms and conditions hereof, and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance. No terms stated by Contractor in accepting or acknowledging this order shall be binding upon County unless accepted in writing by County. No course of prior dealings between the parties and no usage of the trade shall be a relevant supplement or explain any of the terms or conditions hereof.
4. **MODIFICATIONS**: This Agreement can be modified or rescinded only in writing when issued by an authorized County representative. County reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and this Agreement shall be modified in writing accordingly.
5. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Contractor without the written permission of County and no delegation of any obligation owed by either County or Contractor shall be made without the written permission of either party.
6. **TIME IS OF THE ESSENCE**: Failure to deliver goods and services of the quality and quantity and within the time(s) specified by this order shall, at option of County, relieve County of any obligation to accept and pay for such goods and services as well as any undelivered shipments if any; and upon failure to deliver as specified, County may buy like goods/services elsewhere and charge Contractor with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is agreed to by County in writing. Any failure by County to exercise its option with respect to any shipment of goods and services shall not be deemed to constitute a waiver with respect to subsequent shipments. This provision is not in lieu of, and County does not waive, any remedies provided by law.
7. **TERMINATION FOR CONVENIENCE**: The County, at its sole discretion, reserves the right to terminate this Agreement without cause upon ten (10) days written notice. Upon receipt of such notice, the

Contractor shall not incur any additional costs under this Agreement. The County shall be liable only for reasonable costs incurred by Contractor prior to its receipt of the notice of termination.

8. TERMINATION FOR DEFAULT: The County reserves the right to terminate this Agreement, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms of this Agreement. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will be noticed by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed to be in its best interest. All re-procurement costs shall be borne by Contractor.

9. AGREEMENT EXTENSION: The County reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period and will notify the Contractor in writing of the extension. This Agreement may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the Contractor upon approval by the Board of County Commissioners.

10. CONTINGENCIES AND FORCE MAJEURE: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosions, accidents, floods, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout, or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts, or limits the performance of this Agreement. The affected party shall invoke this provision by promptly notifying the other party of the nature and estimated duration of the suspension period. At County's option, the Agreement may be terminated or modified. If the County fails to modify the Agreement within thirty (30) days of receipt of notification from the Contractor, the Agreement lapses with respect to any deliveries affected.

11. PERFORMANCE DURING EMERGENCY: By entering into this Agreement, Contractor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the County shall be given "first priority" for all goods and services under this Agreement. Contractor agrees to provide all goods and services to the County during and after the emergency at the terms, conditions, and prices as provided in this Agreement on a "first priority" basis. Contractor shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute a breach of contract and make the Contractor subject to sanctions from doing further business with the County.

12. PRICE PROTECTION: Contractor warrants that the price(s) set forth herein is/are equal to the lowest net price, and the terms and conditions of sale as favorable or better, as the price(s), terms, and conditions afforded by Contractor to any other customer for goods and services of comparable grade or quality during the term hereof.

13. DISCOUNT: Discount will be computed from the date of satisfactory delivery, acceptance, or from receipt of correct invoice, whichever is the latter.

14. SALES PROMOTIONS/PRICE REDUCTIONS: Should sales promotions occur during the term of the Agreement that lower the price of the procured item, the Contractor shall extend to the County the lower price offered by the manufacturer of any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to the County. Additionally, anytime after the Agreement is entered into by the parties, the Contractor may offer a reduced price which shall remain in effect for the duration of the Agreement.

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

16. FISCAL YEAR FUNDING APPROPRIATION:

- a. Specified period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners (governing body).
- b. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be canceled and Contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

17. PROMPT PAYMENT: County abides by Florida Statute Chapter 218 with respect to all matters relating to the payment of Contractors. In accordance with said statute, County's terms are Net 30 days from receipt of a proper invoice. In addition, County's exposure relative to outstanding balances is limited to a maximum of 1% per month and 12% per annum maximum for any amount unpaid or in dispute.

18. QUANTITY: The quantities of goods/services as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Contractor at Contractor's expense.

19. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing, or cartage, unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Contractor. County's order number, part number, and quantity shipped will be marked, tagged, or provided on each package and bill of lading. County's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing list, statements, or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment without loss of cash discount privilege.

20. FREIGHT: Unless the Purchase Order expressly states otherwise, all goods shall be shipped FOB Destination: the "Ship to" location designated in the Purchase Order. Risk of loss shall not pass to County until goods called for in this Purchase Order actually have been received and accepted by the County at the destination specified herein. Contractor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage even if County has agreed to pay freight, express or other transportation charges. Contractor's responsibility is inclusive of its use of any third-party couriers.

21. INVOICES: Terms are Net 30. Invoices must be mailed to the ship to address, or included with the shipment.

22. INSURANCE: Contractor shall furnish to County Certificates of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. The policy must include Employers Liability with a limit of \$100,000 for each accident, \$500,000 disease (policy Limit), and \$100,000 disease (each employee).
- b. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. County must be shown as an additional insured with respect to this coverage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

22.1. INSURANCE COMPANY RATING: All required insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications: The company must be rated no less than "A-" as to management and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, New Jersey.

22.2. CERTIFICATES OF INSURANCE MUST MEET THE FOLLOWING REQUIREMENTS:

- a. Certificate must indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to certificate holder.
- b. Certificate must indicate the County's Purchase Order or Contract Number.
- c. Signature of agent must be included.
- d. If Automotive Liability Insurance is required, insurance must be provided for all of the following vehicles:
  - (i) Owned
  - (ii) Non-owned
  - (iii) Hired

- e. If General or Public Liability Insurance is required, Certificate of Insurance must show Highlands County as an additional insured for that coverage.
- f. Certificate Holder must read exactly as presented below:

Highlands County, a political subdivision of the State of Florida, its Elected Officials, Agents, and Volunteers, 600 S. Commerce Ave., Sebring, Florida 33870

22.3. Contractor shall ensure that the Certificates of Insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration.

22.4. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds 30 calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

23. PROPRIETARY/CONFIDENTIAL INFORMATION: Contractor is hereby notified that all information submitted as part of, or in support of this Agreement will be available for public inspection pursuant to Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." Contractor shall not submit any information in connection with this Agreement that Contractor considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Agreement shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Contractor.

24. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY: The Contractor shall comply with the State of Florida Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service; (2) provide the public with access to public records on the same terms and condition that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the Agreement.



25. INSPECTION: County shall have a reasonable time after delivery within which to inspect the goods. Goods rejected will, at Contractor's expense, be returned to Contractor or otherwise disposed of as Contractor shall reasonably request. The cost of inspection of goods rightfully rejected shall be charged to Contractor. If reasonable inspection disclosed that part of the goods received are defective or nonconforming, County shall have the right to cancel any unshipped portion of the order. Payments for the goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that County may have against Contractor. The making or failure to make any inspection of, or payment for or acceptance of, the goods, shall in no way impair County's right to reject non-conforming goods, recover damages, or exercise any other remedy to which County may be entitled; notwithstanding; County's knowledge of the non-conformity, its substantiality, or the ease of its discovery.

26. WARRANTY: All warranties express and implied, shall be made available to the County for goods and services covered by this agreement. Contractor warrants to County (a) that the goods/services shall be of the quality specified or of the best grade of their respective kinds if no quality is specified, shall conform to the specifications, drawings, samples, and other descriptions contained herein or as stated in the solicitation document and to representation made by Contractor or its representatives; (b) that at the time the goods/services are accepted by County, the goods/services shall have been produced, sold, delivered, and furnished in strict compliance with any and all applicable federal and state laws, regulations, acts, rules; local ordinances; labor agreements, and (c) that the goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, of any person, corporation, partnership, or association. At no expense to the County, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacture's standard warranty. All materials, except where recycled content is specifically requested, supplied by the Contractor under the Agreement shall be new, warranted for their merchantability, and fit for the particular purpose herein. In the event any of the materials supplied to the County by Contractor are found to be defective or do not conform to specifications: (1) the materials may be returned to the Contractor at its expense and the Agreement terminated or (2) the County may require the Contractor to replace the materials at its expense.

27. INDEMNIFICATION: Contractor shall indemnify and hold harmless the County and its officers, employees, elected officials, appointed officials, attorneys and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, elected officials, appointed officials, attorneys and agents may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by Contractor or its employees, agents, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required

by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, elected officials, appointed officials, attorneys and agents as herein provided.

28. PATENT/COPYRIGHT INDEMNIFICATION: Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights and copyrights. Contractor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of material supplied under this order and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

29. LAWS AND REGULATIONS: The Contractor shall comply with all laws and regulations applicable to provide the goods and services specified in this Agreement. The Contractor shall comply with all federal, state and local laws that may affect the goods and services specified by this Agreement.

30. LICENSES, PERMITS AND FEES: The Contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and fines imposed on the County or Contractor resulting from Contractor's failure to obtain and maintain required licenses, certifications, permits and inspections shall be borne by Contractor.

31. ANTITRUST LAWS: Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

32. NO THIRD PARTY BENEFICIARY: No provision in this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Contractor.

33. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS: The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances which they may be exposed to in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, the Contractor shall provide two (2) complete sets of Material Safety Data Sheets to each County Department utilizing products provided by Contractor. This information should be

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

35. SURVIVAL: The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation of this Agreement. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration of the Agreement.

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

37. GOVERNING LAW AND VENUE: The Agreement, including appendices, and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort, or otherwise) shall be governed and construed in accordance with the laws of the State of Florida. Venue for any legal action shall lie in Highlands County, Florida.

38. EQUAL OPPORTUNITY EMPLOYER: County is an Equal Employment Opportunity (EEO) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any sub-contracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

39. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with HIPAA. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

- a. Use of information only for performing services required by the Agreement or required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County of any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to Contractor and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer; and
- g. Making internal practices, books and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission. The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

40. RIGHT TO AUDIT RECORDS: County shall be entitled to audit the fiscal books and records of Contractor to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the purchase order, unless a longer or shorter period is otherwise authorized in writing by County.

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