

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

***Purchasing Department***

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori DeLoach, Purchasing Manager

(863) 402-6504, Direct Line

[LDELOACH@HIGHLANDSFL.GOV](mailto:LDELOACH@HIGHLANDSFL.GOV), E-mail

# INVITATION TO BID (ITB) 23-001-LKD

## Dump Truck Hauling Services

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X	<b>Pre-Solicitation Meeting:</b>	None Scheduled
	<b>Location:</b>	N/A
✓	<b>Request for Information Deadline:</b>	Tuesday, January 10, 2023, 5:00 PM
✓	<b>Submission Deadline:</b>	<b>Monday January 23, 2023, prior to 3:30 PM</b>

**Advertisement Date: Saturday, December 31, 2022**  
**(second advertisement date Saturday, January 7, 2023)**

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HIGHLANDS COUNTY BOARD OF  
COUNTY COMMISSIONERS  
*Purchasing Division*

**INVITATION TO BID (“ITB”)**

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

**ITB NO. 23-001-LKD Dump Truck Hauling Services**

Specifications may be obtained by downloading from the County website: [www.HighlandsFL.Gov](http://www.HighlandsFL.Gov). Questions should be directed to: **Lori DeLoach, Purchasing Agent**, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or E-Mail: [LDELOACH@HIGHLANDSFL.GOV](mailto:LDELOACH@HIGHLANDSFL.GOV).

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

**SUBMISSIONS MUST BE DELIVERED** to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Monday, January 23, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** to the County website, [www.highlandsfl.gov](http://www.highlandsfl.gov) linking to VendorRegistry.com in **one all-inclusive adobe file** of all documents. Label **“23-001 Bidder Name-Submission”**

**OR**

· **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and electronic copy containing **one all-inclusive adobe file** of all documents. Label **“23-001 Bidder Name Submission** (Thumb drive) of the original response.

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

The public is invited to attend this meeting.

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

Highlands County's Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of June 21, 2022. The County encourages the use of Disadvantaged Business Enterprise to include Women/Minority Business Bidder(s.)

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the lowest responsive and responsible Bid received meeting the requirements requested. The County reserves the right to waive irregularities in the Bid.

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

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

[www.Highlandsfl.gov](http://www.Highlandsfl.gov)

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## SECTION I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

D) Bids are due and must be received in accordance with the instructions provided in the invitation to bid.

E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.

F) Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the purchasing designated contact listed on the cover page of this ITB for additional information and clarification.

G) Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.

H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.

- I) Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- N) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- O) The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- P) If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- Q) Each Bid must contain proof of enrollment in E-Verify.
- R) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- S) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- T) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.

- U) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- V) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- W) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.

X) PUBLIC RECORD:

1.1. Pursuant to Florida Statutes, Section 119.0701:

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

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

1.2. Proposer agrees to comply with public records laws, specifically to:

- 1.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
- 1.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 1.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.
- 1.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 1.2.5. Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.

1.3. 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.

1.4. 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.

- 1.5. **ADDENDUMS:** In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, [www.Highlandsfl.gov](http://www.Highlandsfl.gov). It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- 1.6. **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.
- 1.7. **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.
- 1.8. **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.
- 1.9. **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.
- 1.10. **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.
- 1.11. **REQUEST FOR CHANGE OF ITB SPECIFICATIONS:** Requests for changes to specifications must be submitted for consideration in writing to the purchasing designated contact identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated on the cover page of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- 1.12. **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 presented, in writing to the Purchasing designated contact, in detail by the Bidder prior to the RFI deadline.
- 1.13. **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.

- 1.14. **OTHER ENTITIES (“PIGGYBACKING”)**: All Bidders submitting a bid to this ITB agree to allow the City of Sebring, Florida and other local government agencies to purchase the Services for the same conditions and at the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring and other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder’s response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies’ actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.
- 1.15. **VENDOR COMPLIANCE**: Vendor’s must comply with Highlands County Ordinances, codes, rules and regulations, Florida law, and the requirements of any and all other governmental agencies which have jurisdiction over the work being performed.

## 2. **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:

- 2.1. 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).
- 2.2. To issue additional subsequent ITBs or RFPs.
- 2.3. To reject all incomplete / non-responsive Bids, or Bids with errors.
- 2.4. 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.
- 2.5. The County also reserves the right to modify the Scope of Work to be performed.
- 2.6. 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.
- 2.7. If the County believes that collusion exists among Bidders, all Bids will be rejected.

## 3. **INSURANCE**

- 3.1. 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:
  - 3.1.1. **Commercial General Liability Insurance**: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and

completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

3.1.2. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

3.1.3. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

3.1.4. Special Requirements / Evidence of Insurance:

a. **A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB.** A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**

(1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

(2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII".

d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

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

5. Renewal:

a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.

b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

**-END OF SECTION-**

#### 4. **SPECIAL TERMS AND CONDITIONS**

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

4.1. **BASIS OF AWARD:** Award will be based on the lowest responsive bid determined by the Grand Total of the Itemized Bid Form. The County reserves the right to award in whole or in part, whichever is deemed to be in the best interest. If a Vendor is unable to perform in the time allowed the County reserves the right to move to the next lowest bidder until project completion. Other considerations(s) of award may be referenced/qualifications. The County reserves the right to reject a bid from any vendor who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

4.1.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:

- a. The contract will be utilized on an as-needed basis. No amount purchase is guaranteed upon the execution of an Agreement/Contract.
- b. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
- c. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County Reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
- d. All pricing shall be all inclusive to include, but not limited to, licensing, permitting, material, labor, travel, shipping, handling or delivery, return and incidentals, as applicable, to provide the service described.
- e. The County reserves the right to add or delete, at any time, and or all material, tasks, locations or services associated with this Agreement/Contract.
- f. The County also reserves the right to negotiate additional related materials and/or services as needed.
- g. Should the item or service be unavailable in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item or service is obtained.

4.2. **MULTIPLE AWARD:** County will accept all Bids that meet specifications. When County places an order, County will first contact the lowest, responsive, and responsible Bidder. If the lowest, responsive, and responsible Bidder is incapable of supplying the volume of hauling required in the timeframe requested by the County, the next lowest, responsive, and responsible bidder will be contacted. The County will continue through the cycle of contacting the next lowest, responsive, and responsible bidder until the County's hauling requirements are met. A purchase order will be issued to each such Contractor that meets specifications required by the Purchasing Manager.

4.3. **TERM:**

4.3.1. The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for an **initial one (1) year** from the date of the Recommendation for Award. Upon mutual agreement of the parties, the contract may be **renewed for three (3) one (1) year terms**, at the same terms and conditions set forth in the ITB. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

#### 4.4. ITB CONTACT INFORMATION

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

#### 4.5. REQUEST FOR INFORMATION (RFI) CUT-OFF

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

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

- 4.6.1. Registered to do business with the Division of Corporations. A printout from [www.Sunbiz.org](http://www.Sunbiz.org) which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status is to be submitted with the bid submission.
- 4.6.2. The Contractor is to submit proof of all licenses or certifications as required by the County and the State of Florida.
- 4.6.3. Hauling Capacity: In order to qualify for award, Bidder shall be able to haul a minimum of 400 tons per day or a minimum of 1600 tons a week, Monday through Thursday 7AM to 3:30PM excluding holidays. **Bidder is to attach a list of the size and number of trucks available to Bidder to fulfill the Bid, if owned or sub-contracted and the hauling capacities of each truck.** Confirmation of the Bidder's capacity based on the equipment available will be at the discretion of the Project Manager and/or Director of Road and Bridge.

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## 5. SCOPE OF WORK AND SPECIFICATIONS

### 5.1. GENERAL SCOPE OF WORK

5.1.1. The Contractor shall supply all transportation, labor, material, equipment, and other supplies necessary to provide dump truck hauling services for shell and aggregate material to the County on an “as-needed” and “as requested” basis.

5.2. PRICING: Each Bidder shall include pricing with the Bid as provided on the bid form.

### 5.3. INVOICING / COMPENSATION:

1. Contractor shall submit detailed invoices to the Department listed on the Purchase Order within 5 business days from the County’s accepted delivery.
2. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes and the Highlands County Prompt Payment Act.

### 5.4. SPECIFICATIONS

5.4.1. **Shell**: The hauling of shell from Charlotte County Shell Pit; 3750 State Road 31, Punta Gorda, Florida 33921, (the Charlotte County Shell Pit is the property of Highlands County), to any destination in Highlands County, Florida as directed by the Project Manager.

5.4.1.1. Deliveries of shell made to the Highlands County Solid Waste Facility will be paid per ton (weight determined by the landfill scales) pursuant to landfill scale tickets. Deliveries of shell made to other locations in Highlands County will be paid per ton (weight determined by the Charlotte County Shell Pit scales) pursuant to shell pit scale tickets.

5.4.1.2. The approximate amount of shell to be hauled under this Bid is 80,000 tons. However, Highlands County does not guarantee any certain amount to be hauled.

5.4.2. **Aggregate**: The hauling of aggregate is currently from Mulberry, Port of Tampa or Port of Manatee to the Highlands County Asphalt Plant, located at 12700 Arbuckle Creek Road, Sebring, FL 33870, Highlands County, Florida as directed by the Project Manager. This location is within the Highlands County Solid Waste facility.

5.4.2.1. Deliveries of aggregate made to the Highlands County Asphalt Plant will be paid per ton (weight determined by the landfill scales) pursuant to landfill scale tickets.

5.4.2.2. The approximate amount of aggregate to be hauled under this Bid is 54,000 tons. However, Highlands County does not guarantee any certain amount to be hauled.

5.4.2.3. Currently the County is moving the following types of aggregate: W10 screenings, W12 screenings & #89 aggregate.

5.4.3. In performing work under these specifications, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

5.4.4. Any overload, moving violations or any other legal violations shall be the responsibility of the Contractor.

5.4.5. County shall not be held responsible for damages to property or for injuries or death to persons, occurring through no fault of the County or its employees, volunteers, or agents, as a result of, or incident to, performance under this Bid and the Contract.

- 5.4.6. The County Purchasing Division will issue purchase orders for the required for hauling during each one-year period, and payment will be made within thirty (30) days after receipt of an approved invoice.
- 5.4.7. Payments shall be per ton, per haul delivered as per the Bid price.
- 5.4.8. Invoices received for payment without the purchase order and without signed scale tickets that confirm delivery will not be paid. Invoices shall be received in a timely fashion, and tickets dated more than thirty (30) days prior to invoice date will not be paid.
- 5.4.9. Tonnage totals shall be supplied by Contractor to the County's Project Manager within 3 days after completion of project.
- 5.4.10. Scale/delivery tickets must be numbered in sequence and in triplicate sets to maintain an original and two (2) copies of each delivery.
- 5.4.11. All scale/delivery tickets shall be signed by authorized employees of the Board.
- 5.4.12. The scale/delivery tickets shall be distributed as follows:
  - 5.4.12.1. For shell the original shall be maintained at County's Shell Pit scale house in Charlotte County or, in the case of a delivery to the Highlands County Solid Waste Facility, at the Solid Waste Facility scale house. For aggregate the weight ticket will be generated at the location of loading/pick-up and then verified at the Solid Waste Facility or, in the case of a delivery to the Highlands County Solid Waste Facility, at the Solid Waste Facility scale house
  - 5.4.12.2. Copy #1 shall be left with the County's Project Manager or his designee(s) at the haul destination point and forwarded to the County's Finance Department as needed for back-up documentation to process payment requests.
  - 5.4.12.3. Copy #2 shall be used by Contractor and submitted with invoice when requesting payment.
- 5.4.13.** Each scale/delivery ticket shall include the following information:
  - 5.4.13.1. Date of Delivery
  - 5.4.13.2. Destination
  - 5.4.13.3. Total Tons Delivered
  - 5.4.13.4. Truck Number
  - 5.4.13.5. Purchase Order Number
  - 5.4.13.6. Signature by authorized County employee
- 5.4.14.** Bidder shall not include Federal Excise Taxes in the Bid. The County's tax exemption certificates will be furnished to Contractor.
- 5.4.15. All of Contractor's 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.
- 5.4.16. Certificates showing legal gross weight must be furnished on all of Contractor's trucks and tractor/trailer rigs prior to hauling.
- 5.4.17. Highlands County will pay, as a maximum, the established number of tons that can be legally hauled by Contractor's truck and tractor/trailer rig in accordance with the shell weight and gross weight of the vehicle. Contractor will not be paid for overweight loads.

- 5.4.18. Highlands County is responsible for maintaining access haul roads and dump sites on County property in order to insure adequate accessibility.
- 5.4.19. Designated dump-sites within County property are at the discretion of the County's Project Manager, the County's Road & Bridge Superintendent, or the County's District Road Supervisor, and may be changed from time to time as determined by the County.
- 5.4.20. Should conditions occur which would prevent the successful Bidder from hauling the required amounts due to operational procedures at the job site, in the sole discretion of the County, the Bidder will not be held responsible for meeting daily hauling requirements.
- 5.4.21. CONTRACTUAL HAULING PROCEDURES AND REQUIREMENTS:
- 5.4.21.1. A vehicle wash-out is not available at the shell pit; thus, 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.
- 5.4.21.2. In the case of deliveries to the County's Solid Waste Facility, each vehicle must obtain a tare weight at the Solid Waste Facility's scale house after dumping. For all other delivery locations, each vehicle must obtain a tare weight at the County's shell pit scale house prior to loading.
- 5.4.21.3. Once loaded, all vehicles 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 as needed to attain a legal gross weight. CONTRACTOR WILL NOT BE PAID FOR OVERWEIGHT LOADS.
- 5.4.21.4. Contractor's drivers must have two (2) copies of scale/delivery ticket (pink & yellow) prior to leaving with load.
- 5.4.21.5. After Contractor's vehicle(s) have been loaded, tarped, and weighed, Contractor's vehicle must leave the shell pit. Contractor shall NOT block scales or wait for other drivers within the shell pit property.
- 5.4.21.6. Upon arrival at the dump destination, tickets must be signed by a Highlands County employee. Contractor's driver shall retain the yellow copy and the County employee receives the pink copy. NOTE - CONTRACTOR WILL NOT BE PAID FOR LOADS THAT DO NOT HAVE A TICKET SIGNED BY A COUNTY EMPLOYEE.
- 5.4.21.7. Any moving or other legal violations shall be the responsibility of Contractor and/or Contractor's driver. Contractor is responsible for proper and adequate maintenance of vehicles used to perform the services including, as applicable, but not limited to, protective equipment for vehicle drivers, mechanical and electrical systems, and tarping apparatus.
- 5.4.21.8. In performing work for Highlands County, Contractor and Contractor's driver shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

**-END OF SECTION-**

**SECTION VI. HIGHLANDS COUNTY FORMS**

Documentation included with Bid submittal package

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

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

Forms	
<b>LOCAL COMPLIANCE FORMS</b>	✓
Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label each “23-001 Bidder Name-Submission”	
Drug-Free Workplace Certification, F.S. 287.087	
Public Entity Crimes Sworn Statement, F.S. 287.133	
Discrimination Certification, F.S. 287.134	
Scrutinized Companies Certification, F.S. 287.135	
E Verify Certification	
Local Preference Affidavit of Eligibility	
<b>MISCELANEOUS DOCUMENTATION</b>	
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number	
Acord Insurance Form (sample copy of Certificate of Insurance)	
Women / Minority Business Enterprise Certification (Mark with an “x” if not applicable)	
Licenses/Certifications, as applicable	
Truck Inventory: to include size and number of trucks available to Bidder to fulfill the Bid, if owned or sub-contracted and the hauling capacities of each truck.	
Price Adjustment Clause Acknowledgement	
One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each “23-001 Bidder Name-Submission” <b>OR</b> Upload one (1) all-inclusive adobe file of the Submission package to the County Website via VendorRegistry.com. Label each “23-001 Bidder Name-Submission”	
Statement of “No Bid” Due prior to submission due date and time	
Sealed Submission Label (affix to outside of submittal package)	



**OFFICIAL BID SUBMITTAL FORM**

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

SOLICITATION IDENTIFICATION: **ITB 23-001-LKD**  
 SOLICITATION NAME: **Dump Truck Hauling Services**

SUBMITTED BY: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

BIDDER IS: (CHECK ONE)

Individual     
  Partnership     
  Corporation  
 Limited Liability Company     
  Joint Venture\*

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

In submitting this response, BIDDER represents that:

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

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

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

- **PRICING:**

The undersigned agrees to provide the service at the price listed below:

<b>Bidder Name:</b>			
<b>Shell Hauling</b>		<b>Aggregate Hauling</b>	
<b>DISTANCE</b>	<b>PRICE</b>	<b>DISTANCE</b>	<b>PRICE</b>
40-50 miles One-Way	\$ _____ per ton	40-50 miles One-Way	\$ _____ per ton
51-60 miles One-Way	\$ _____ per ton	51-60 miles One-Way	\$ _____ per ton
61-70 miles One-Way	\$ _____ per ton	61-70 miles One-Way	\$ _____ per ton
71-80 miles One-Way	\$ _____ per ton	71-80 miles One-Way	\$ _____ per ton
81-90 miles One-Way	\$ _____ per ton	81-90 miles One-Way	\$ _____ per ton
91-100 miles One-Way	\$ _____ per ton	91-100 miles One-Way	\$ _____ per ton
<b>Grand Total Shell</b> Written numerically (for award purposes)	\$	<b>Grand Total Aggregate</b> Written numerically (for award purposes)	\$
<b>Grand Total Shell</b> Written in words			
<b>Grand Total Aggregate</b> Written in words			

Price and payment is per haul. Above price is to be inclusive of any fees, charges and surcharges that may be applicable.

DELIVERY: \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF ORDER

**CERTIFICATION/ACKNOWLEDGEMENTS:**

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

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

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

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

TERM:

The initial term of the contract shall be **One (1) year** from the date of the Recommendation for Award. There will be an option to extend this contract for **three (3), additional one (1) year terms** upon approval of both the County and the vendor at the time of the extension or renewal.

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

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

SIGNATURE: \_\_\_\_\_ (Seal)

Bidder's Authorized Representative

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

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

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

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

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

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

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

**DRUG FREE WORKPLACE**

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

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

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

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

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

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

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

2. CERTIFICATION

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

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

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

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

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

(AFFIX NOTARY SEAL)

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

**PUBLIC ENTITY CRIMES**

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

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

STATE OF FLORIDA \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_ }

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly  
sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of bidder or contractor), is

\_\_\_\_\_

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.  
(Draw a line through paragraph 5 if paragraph 6 below applies.)

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

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

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

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

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

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

Print Title: \_\_\_\_\_

On \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

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

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

(AFFIX NOTARY SEAL)

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

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

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

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

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

**DISCRIMINATION CERTIFICATION**

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

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

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

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

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

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

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

2. CERTIFICATION

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

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

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

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

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

(AFFIX NOTARY SEAL)

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

**SCRUTINIZED COMPANIES CERTIFICATION**

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

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

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

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

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

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

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

2. CERTIFICATION

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

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

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

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

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

(AFFIX NOTARY SEAL)

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



**E-VERIFY CERTIFICATION**

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

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

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

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

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

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

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

2. CERTIFICATION

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**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

## PRICE ADJUSTMENT CLAUSE

*STATEMENT OF ISSUE:* The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first twelve (12) months of the contract term.** Pricing will be reviewed at the anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

**Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change.** The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party.

As an authorized representative of the company listed below I fully understand, accept and agree to abide by the procedures denoted in this price adjustment clause.

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

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**STATEMENT OF NO BID**

We, the undersigned, have declined to bid

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

Remarks:

---

---

---

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

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

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

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

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

**Sealed Submission Label**


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

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

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

**PLEASE PRINT CLEARLY**



	<b>SEALED BID/PROPOSAL DOCUMENTS</b>	
	<b>• DO NOT OPEN •</b>	
	SOLICITATION No.:	<b>ITB 23-001-LKD</b>
	SOLICITATION TITLE:	<b>DUMP TRUCK HAULING SERVICES</b>
	DATE DUE:	<b>Monday, January 23, 2023</b>
TIME DUE:	Prior to: <b>3:30 PM</b>	
SUBMITTED BY:	_____	
	<small>(Name of Company)</small>	
	<small>e-mail address</small>	<small>Telephone</small>
<b>DELIVER TO:</b>	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 <sup>nd</sup> Floor (Lori DeLoach) 600 South Commerce Avenue Sebring, Florida 33870	
<b>Note: submissions received after the time and date above will not be accepted.</b>		

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