ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE CITY OF GAINESVILLE

PART A - GENERAL TERMS AND CONDITIONS

SPECIFICATION FOR:	Firm Fixed Bid Prices for **Annual Purchase of Plant Mix Asphalt Concrete** for Alachua County and the City of Gainesville for the benefit of the **Public Works Department** on an as needed.
BID NUMBER:	**20-1**
BID OPENING DATE:	**2:00 pm, Wednesday, June 26, 2019**
PLACE OF BID OPENING and MAILING ADDRESS:	**Alachua County Procurement, Third Floor** County Administration Building 12 SE 1st Street Gainesville, Florida 32601-6983

1.0 SCOPE

1.1 The instructions to bidders and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of $500.00 or more.

1.2 The herein included General Terms and Conditions (Part A); Specifications (Part B); and the Bidders Check List (Part C); together with all attached documents herein identified, constitute the entire bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

2.0 DEFINITIONS

2.1 The term "Invitation to Bid" means a solicitation of formal sealed bids. The acronym "ITB" means "Invitation to Bid".

2.2 The term "bid" means the offer as a price by the bidder.

2.3 The term "bidder" means the offeror.

2.4 The term "Change Order" means a written order signed by the Procurement Manager or authorized representative directing the vendor to make changes to a contract or purchase order resulting from the ITB.

2.5 The term "County" means Alachua County, Florida.

2.6 The term “City” means City of Gainesville, Florida.

2.7 The term “Entities” means Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative and/or City of Gainesville Commission, Gainesville, Florida or its authorized representative.

3.0 PREPARATION OF BIDS

3.1 Bidders are expected to examine the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

3.2 There will be no oral interpretations of these specifications. Any bidder/proposer in doubt as to the true meaning of any part of the specifications or related documents may submit a written request to **Theodore White, Procurement Agent** for interpretation thereof. All requests for interpretation or corrections shall be received by the Theodore White, at twhite@alachuacounty.us no later than ten (10) days prior to the deadline for submitting bids. Any interpretation to a bidder will be made only by an addendum.

3.3 Each bidder shall furnish the information required by the ITB. The bidder shall sign the ITB and print or type his name, address, and telephone number and email address.

3.4 Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct. All or None bids will not be considered unless specifically requested in the ITB.

3.5 The bidders must state a definite time for delivery of supplies or performance of services.

3.6 The bidder should retain a copy of all bid documents for future reference.

3.7 All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature.

4.0 SUBMISSION OF BIDS

4.1 Bids must be received at or before the specified time of opening as designated in the ITB. Bidders are welcome to attend; however, no award of bid will be made at this time. A bid tabulation will be furnished, upon request.

4.2 **LATE BIDS WILL NOT BE CONSIDERED.**

4.3 All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.

4.4 **TWO (2) ORIGINAL and ONE (1) ELECTRONIC (PDF FORMAT) SUBMISSION** of the bid in a sealed envelope, clearly marked "**20-1 Annual Purchase of Plant Mix Asphalt Concrete"** shall be delivered to the Alachua County Procurement, 3rd Floor County Administration Building 12 SE 1st Street, Gainesville, Florida, 32601-6983, all bids must be received by **2:00 pm, Wednesday**, **June 26, 2019**. Only bids received by the aforestated time and date will be considered.

4.5 Electronic or FAX bids will not be considered; however, bids may be withdrawn by written request, provided such notices are received prior to the hour and date specified on the bid.

4.6 Samples of items, when required, must be submitted within the time specified at no expense to the Entities. If not destroyed by testing, vendor(s) will be notified to remove samples, at their expense, within thirty (30) days after notification. Failure to remove the samples will result in the samples becoming the property of the Entities.

4.7 Failure to follow these procedures is cause for rejection of bid.

4.8 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

4.9 Proprietary Information - Responses to this Invitation to Bid upon receipt by the Entities become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the bid number marked on the outside. Furthermore, you must complete **EXHIBIT D, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION.**

4.9.1 Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your bid as "Public Records Exempt", you agree to defend and hold harmless the Entities from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the Entities by reason of any legal action challenging your designation.

4.10 Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

4.11 **Non-Warranty of Specifications** - Due care and diligence has been used in preparing these specifications. The Entities shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

4.12 **Inquiries/Questions** – No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Procurement, 3rd Floor County Administration Building 12 SE 1st Street, Gainesville, Florida, 32601-6983,** with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by **Theodore White** at **twhite@alachuacounty.us** no later than ten (10) days prior to the deadline set for submitting bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative**. All addenda so issued shall become part of the bid documents.

5.0 ACCEPTANCE OF OFFER

5.1 The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon completion of all steps in the procurement process and issuance by the Entities of a Purchase Order, Blanket Purchase Order, or other contractual document.

6.0 FIRM PRICES

6.1 The bidder warrants that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

7.0 TERM OF CONTRACT/RENEWAL

7.1 The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally the term will begin on **October 1, 2019** and continue through **September 30, 2020** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **one (1)** year-periods and the same terms and conditions outlined here in.

7.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.

7.3 A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the Entities at any time during the contract period.

8.0 ESTIMATED QUANTITIES

8.1 Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the Entities that these quantities shall be purchased. The quantities shown are the bidders' information only, and the Entities shall be bound only for actual quantities ordered.

9.0 F.O.B. DESTINATION

9.1 Unless otherwise specified in the ITB, all prices offered by the bidder must be F.O.B. Destination, inside delivery, with all delivery costs included in the bid price. Specific destination is indicated in the ITB. Failure to do so may cause rejection of the bid.

10.0 AWARD

10.1 The contract will be awarded to the lowest responsive and responsible bidder whose bid, confirming to the specifications and/or instructions to bidder, will be most advantageous to the Entities price and other factors considered.

10.2 The Entities reserve the right to accept or reject any or all bids in part or in whole with or without cause, to waive irregularities and technicalities, and to request rebids on the material described in the ITB.

10.3 The Entities also reserve the right to award the contract on such material as the Entities deems will best serve their interest.

10.4 The Entities reserve the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the Entities unless otherwise specified.

10.5 If this ITB is for an estimated quantity of supplies, etc., versus purchase of a specific quantity of articles or service, consideration in awarding bid for yearly contracts will be given:

10.5.1 **First** to bidder offering firm prices for full contract period and, **Second** to bidder offering firm prices subject to market price reduction.

11.0 BRAND NAMES

11.1 Manufacturers' names and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed such established standards with the exception of those items specified "NO SUBSTITUTION." Bidder shall state the brand name and model number of his equipment if different from those specified, and furnish appropriate documentation to enable the Entities to evaluate for compliance with standards required.

11.2 If a product other than that specified is bid, it is the bidder's responsibility to identify such product in his bid and he must prove to the Entities that said product is equal to or better than the product specified.

11.3 Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the Entities. Such samples are to be furnished after the date of bid opening only upon request. If samples should be requested, such samples must be received by the Entities no later than four (4) days after formal request is made.

12.0 VARIATIONS OF SPECIFICATIONS

12.1 For purposes of bid evaluation, bidder must indicate any variances from our specifications and/or conditions, no matter how slight. Any variations shall be indicated on a separate sheet, and attached to the bid form. If variations are not stated in the bid, it will be assumed that the product or service fully complies with the specifications, and the successful bidder will be held responsible for meeting these specifications.

12.2 No alternative bids shall be submitted unless specifically requested in the "Invitation to Bid" document.

13.0 QUALITY

13.1 All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

14.0 ACCEPTANCE

14.1 The material delivered under this bid shall remain the property of the contractor until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the Entities. It must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the Entities are found to be defective or does not conform to specification, the Entities reserve the right to cancel the order upon written notice to the bidder and return the product to bidder at the bidder's expense. The Entities shall not be liable for payment for any portion thereof.

15.0 DELIVERY

15.1 Time is of the essence in the filling of this order. No delays in shipment and material or rendition of services will be permitted except as authorized by the Entities in writing. Please notify Alachua County Procurement, (352) 374-5202 or the City of Gainesville Purchasing Office at (352) 334-3400 at once of anticipated delay. Excessive or unusual transportation charges caused by the contractor's inability to deliver by specified date and in specified quantities shall be charged to the contractor. The right is reserved to cancel this order or any part thereof if the foregoing is not complied with. In the event of cancellation pursuant to this clause, the Entities may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and contractor shall be liable to the Entities for excess costs.

16.0 **CONTRACTOR'S INSURANCE**

16.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in **EXHIBIT E**.

16.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

17.0 **INDEMNIFICATION**

17.1 The Contractor agrees to protect, defend, indemnify, and hold the Entities and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the Entities and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that its indemnification of the Entities shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns.

17.2 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the Entities and the Contractor.

17.3 Nothing contained herein shall constitute a waiver by the Entities of sovereign immunity or the provisions of §768.28, Florida Statutes.

18.0 **WARRANTY**

18.1 In addition to any warranty implied by law or fact, and any other express warranties, bidder expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications and to be fit and sufficient for the purpose intended to be merchantable. All warranties shall survive inspection, test, acceptance of and payment by the Entities.

19.0 **CONFLICT OF INTEREST**

19.1 The bidder, by signing his bid, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the Entities is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

20.0 **COLLUSION**

20.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

20.2 The bidder, by affixing his signature to the bid form, declares that no County or City Commissioner, other County or City officer, or County or City employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

21.0 **TAXES**

21.1 The Entities is exempt from any taxes imposed by the State and/or Federal Government. Exemption Certificate will be provided upon request.

22.0 **MANUFACTURER'S CERTIFICATION**

22.1 The Entities reserve the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or default termination of contract for which the bidder must bear full liability.

23.0 **COMPLIANCE WITH LAWS AND REGULATIONS**

23.1 Bidder agrees that he will comply with all federal, state, and local laws and regulations applicable to the productions, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contract(s).

23.2 Bidder, by responding to this solicitation, hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

24.0 **DEFAULT OF CONTRACT**

24.1 In case of default by the bidder or contractor, the Entities may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

25.0 **MODIFICATIONS OR CHANGES**

25.1 No agreement or understanding to modify this ITB and resultant purchase orders or contracts shall be binding upon the Entities unless made in writing by the Procurement Manager or authorized representative of the Entities.

26.0 **TERMINATION BY THE ENTITIES**

26.1 The Entities reserve the right to terminate a contract by giving thirty (30) days' notice, in writing, of the intention to terminate if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The Entities also reserve the right to terminate this Contract for the convenience of the Entities, and/or with or without cause.

26.2 Fiscal Non-Funding: In the event sufficient budgeted funds are not available for a new fiscal period, the Entities shall notify the vendor of such occurrence, and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the Entities.

27.0 **ASSIGNMENT OF INTEREST**

27.1 The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Entities. Therefore, the vendor hereby assigns to the Entities any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

28.0 **MISCELLANEOUS**

28.1 These terms and conditions are in addition to and not intended as a limitation on any other terms and conditions agreed to between the parties.

29.0 **SWORN STATEMENT**

29.1 A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30.0 **DRUG FREE WORKPLACE**

30.1 Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code and Section 41-530 of the City's Financial Services Procedures Manual states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT C**, secondly to certified Small Business Enterprises (SBEs) bidders.

31.0 **SMALL BUSINESS ENTERPRISE PROGRAM PARTICIPATION - ALACHUA COUNTY ONLY**

31.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.

31.2 The SBE Program Participation Form, **EXHIBIT B,** should be completed for your proposal to be considered responsive.

31.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies **(i.e. office, auto, janitor, lawn, etc.)** equipment, services and construction.

31.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.

31.5 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

31.6 **Proposed Subcontractors Requirements**

31.6.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the **estimated percentage of total dollar amount(s) as well as the total dollar amount(s)** of the contract to be awarded to SBE firms, **EXHIBIT B, Option 3**.

31.6.2 If SBE subcontractors are **not available** for the bid/RFP you **should complete** a Good Faith Effort Form, **EXHIBIT B**, **Option 4**.

31.6.3 **Good Faith Effort Requirements**

31.6.3.1. Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: http://smallbusdir.alachuacounty.us/

31.6.3.2. The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:

31.6.3.2.1. Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.

31.6.3.2.2. Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.

31.6.3.2.3. Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.

31.6.3.2.4. The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.

32.0 **LOCAL SMALL BUSINESS PARTICIPATION - CITY OF GAINESVILLE ONLY**

32.1 It is the policy of the City of Gainesville that qualified local small business (SBEs) as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity lead by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local small business subcontractors and material suppliers.

32.2 Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its SBE obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy.

33.0 **WORKPLACE VIOLENCE**

33.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

33.1.1 Battery: intentional offensive touching or application of force or violence to another.

33.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

34.0 **VENDOR COMPLAINTS OR GRIEVANCES - RIGHT TO PROTEST**

34.1 Any actual or prospective bidder or proposer who believes that they have been aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the procurement manager.

34.2 Any vendor complaints, grievance or protest shall first be submitted in writing to the procurement manager within seven (7) calendar days following posting of the award recommendation on the County's web site or Demandstar.com. The procurement manager will investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the procurement manager's remedies, an appeal may be made to the county manager. The county manager will render a written response to the vendor. All decisions by the county manager shall be considered final, and no further appeal will be allowed.

PART B – TECHNICAL SPECIFICATIONS

1.0 SCOPE OF SERVICES

1.1 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

1.2 Bidders shall bid on the listed Plant Mix Asphaltic Concrete, and Prime and Tack Liquid Asphalt, which must meet the requirements of all applicable sections of the most recent edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The plant must be approved by the Florida Department of Transportation.

1.3 The Asphaltic Concrete and Liquid Asphalt **shall be available to the Public Works Departments** for each working day, Monday through Friday for the entire year.

1.4 Asphalt Concrete must be loaded on the Entities' Trucks at the Vendor's plant. Bids shall be per ton of asphaltic concrete and per gallon of liquid asphalt.

2.0 DESCRIPTION OF GOODS AND SERVICES

2.1 The services to be ordered are described on the pages following **Bid Form EXHIBIT A**.

2.2 Any quantities indicated herein are only estimated and the County and City reserves the option to increase/and or decrease quantities, or delete items as required.

2.3 The County and City reserves the option to add item(s) within the scope of the bid by obtaining such items via the County's regular Procurement Procedures.

3.0 ESTIMATED QUANTITIES FOR COUNTY

Superpave Asphaltic Concrete, Structural Course, per Ton	SP-9.5		SP-12.5	
Estimated Quantities	**~ 100 tons**		**~ 100 tons**	
Superpave Asphaltic Concrete, Friction Course, per Ton	FC-12.5		FC-9.5	
Estimated Quantities	**~ 10 tons**		**~ 10 tons**	
Liquid Asphalt, per Gallon	TYPE RS-1 TACK	TYPE RS-2 TACK	TYPE RC-70 Prime	TYPE AEP-1 Prime
Estimated Quantities	**~ 2000 gals**	**~ 1000 gals**	**~ 1000 gals**	**~ 500 gals**

4.0 **ESTIMATED QUANTITIES FOR CITY OF GAINESVILLE PER TON**

Superpave Asphaltic Concrete, Structural Course, per Ton	SP-9.5		SP-12.5		
Estimated Quantities	**~ 425 ton**		**~ 3100 ton**		
Superpave Asphaltic Concrete, Friction Course with Rubber, per Ton	FC-6		FC-9.5		
Estimated Quantities	**N/A**		**N/A**		
Liquid Asphalt, per Gallon	TYPE RS-1 TACK	TYPE RS-2 TACK	TYPE RC-70 Prime	TYPE AEP-1 Prime	TYPE NTSS-1HM Trackless Tack
Estimated Quantities	**N/A**	**N/A**	**N/A**	**N/A**	**~ 2500 gallon**

5.0 **SUBSTITUTIONS**

5.1 Where the specification indicates "or Equal" the Bidder may propose a substitute by indicating the brand name, part number and packaging. However, the Bidder is responsible to prove equivalency. Documentation and/or samples must be supplied upon request within 4 days. In the event that the Bidder is awarded the equivalent item, but it is later determined that the item does not meet required standards, in the judgment of the County, the Bidder must bear all costs for return of such goods, and the item will be procured from the next qualified bidder.

6.0 **DELIVERY**

6.1 Delivery is required within 7 days of receipt of order. In the event the product is not available, the vendor shall contact the Public Works Department to advise when the delivery can be expected. If the delay in delivery is not accepted by the Public Works Department, the Entities at its option may seek the product from another supplier.

6.2 Prices bid must include shipping and handling costs.

7.0 **QUALITY CONTROL**

7.1 The entities' vendor shall provide quality control testing at the plant in accordance with Section 334-5 of the most recent edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction for all superpave asphaltic concrete structural and friction course mixes. The entities' vendor shall assume responsibility for removing and/or replacing all defective material placed on the project, at no expense to the entities.

8.0 **AWARD**

8.1 The Entities reserve the right to award multiple contracts for the items specified. In order to receive a contract, a bidder must qualify for award of at least three (3) items.

9.0 **METHOD OF PAYMENT**

9.1 The entities' vendor shall submit a monthly invoice for all materials ordered for that month. A separate invoice shall be required for each job. The invoice shall also include a separate lump sum adjustment for the increased or decreased cost of asphaltic concrete production. The entities' vendor shall submit the FDOT's Contractor's Estimate Worksheet for Bituminous and Polymer Material for months where this adjustment is applicable. This form can be found on the FDOT's website at http://www.dot.state.fl.us/construction/fuel&bit/FuelForms.shtm.

10.0 **PRICE ADJUSTMENTS**

10.1 Price adjustments (whether an increase or decrease) will be based on the change in the Consumer Price index for the preceding twelve (12) months as calculated and published by the United States Department of Labor.

PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Submit the appropriate number of copies.
- ☐ Fill out **all of the exhibits** as required, especially **Exhibit C, Small Business Enterprise (SBE) Program Participation Form.**
- ☐ Include any insurance requirements.
- ☐ Include any bid bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline**. LATE BIDS WILL NOT BE CONSIDERED.**
- ☐ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor's company name should be clearly marked on the outside of the envelope.
- ☐ REMINDER: Parking around the County Administration Building, located @ 12 SE 1st Street, can be challenging. Please be aware that it can be difficult at times to find a place to park. As stated above **LATE BIDS WILL NOT BE CONSIDERED.**
- ☐ It is the vendor's responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. **LATE BIDS WILL NOT BE CONSIDERED.**

  If you have questions concerning these items or other sections of the bid solicitation please contact the Procurement for clarification prior to submitting your bid.

EXHIBIT A

BID FORM

BID NUMBER: **20-1 Annual Purchase of Plant Mix Asphalt Concrete**

BID OPENING DATE: **2:00 pm, Wednesday, June 26, 2019**

PLACE OF BID OPENING: **Alachua County Procurement, Third Floor**
County Administration Building 12 SE 1st Street
Gainesville, Florida, 32601-6983

Superpave Asphaltic Concrete, Structural Course, Cost ($) per Ton

Tons	**SP-9.5**	**SP-12.5**
0-150	$	$
151-250	$	$
251-500	$	$
501-1000	$	$
0ver 1001	$	$

Superpave Asphaltic Concrete, Friction Course, Cost ($) per Ton

Tons	**FC-9.5**	**FC-12.5**
0-150	$	
151-250	$	
251-500	$	
501-1000	$	
0ver 1001	$	

Liquid Asphalt, Cost ($) per Gallon

GALLONS	**TYPE RS-1 TACK**	**TYPE RS-2 TACK**	**TYPE RC-70 Prime**	**TYPE AEP-1 Prime**	**TYPE NTSS-1HM Trackless Tack**
0-500	$	$	$	$	$
501-1000	$	$	$	$	$
1001-2000	$	$	$	$	$
Over 2001	$	$	$	$	$

EXHIBIT A

BID FORM (CONT'D)

BID NUMBER: **20-1 Annual Purchase of Plant Mix Asphalt Concrete**

Acknowledge Receipt of Addendum(s) *(if applicable circle):* #1 Yes No #2 Yes No #3 Yes No

Bidder: _____ Company: _____

Address: _____

_____

Authorized Signature: _____ Title: _____

Clearly Print Signature: _____ Title: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

ATTENTION:

VENDOR SHOULD COMPLETE AND SIGN EXHIBIT B TO BE CONSIDERED RESPONSIVE

EXHIBIT B

Small Business Enterprise (SBE) Program Participation Form

BID NUMBER: 20-1 Annual Purchase of Plant Mix Asphalt Concrete

OPTION 1

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid opening.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**

No (If No, proceed to *Option 2*.)

OPTION 2

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**

No (If No, proceed to *Option 3*.)

BID NUMBER: 20-1 Annual Purchase of Plant Mix Asphalt Concrete

OPTION 3

SBE Participation. I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:
http://smallbusdir.alachuacounty.us/ .

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.

SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed $ _____ (Est $ Value) _____ % (Est % of Total Bid)	Scope of Work to be Performed $ _____ (Est $ Value) _____ % (Est % of Total Bid)
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed $ _____ (Est $ Value) _____ % (Est % of Total Bid)	Scope of Work to be Performed $ _____ (Est $ Value) _____ % (Est % of Total Bid)
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed $ _____ (Est $ Value) _____ % (Est % of Total Bid)	Scope of Work to be Performed $ _____ (Est $ Value) _____ % (Est % of Total Bid)

BID NUMBER: 20-1Annual Purchase of Plant Mix Asphalt Concrete

OPTION 4

SBE Good Faith Effort. To be considered responsive all Vendors **must have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors**. If option 1, 2 or 3 was not chosen the Vendor must complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response MUST be recorded in the section below.)

1	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
Must be completed by. SBE Response when contacted:			
2	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
Must be completed by. SBE Response when contacted:			
3	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
Must be completed by. SBE Response when contacted:			
4	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
Must be completed by. SBE Response when contacted:			
5	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
Must be completed by. SBE Response when contacted:			
6	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
Must be completed by. SBE Response when contacted:			
7	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
Must be completed by. SBE Response when contacted:			

BID NUMBER: 20-1 Annual Purchase of Plant Mix Asphalt Concrete

I as the undersigned Vendor certify that I have completed one of the option(s) below ***(Circle One):***

OPTION 1 **OPTION 2** **OPTION 3** **OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, Call (48 hours prior to bid opening) the Procurement at 352.374.5202, for direction.**

Vendor Name: _____ Date _____

Signature _____ Title _____

Printed Name: _____ Title _____

EXHIBIT C

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code and Section 41-530 of the City's Financial Services Procedures Manual states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

_____

Name of Business

Does:

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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Bidder's Signature

_____

Date

EXHIBIT D

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida 'public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

_____ _____

Bidder's Signature Date

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

_____

_____

_____

_____

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

_____ _____

Bidder's Signature Date

TYPE "E" INSURANCE REQUIREMENTS
"Vendors"

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County.

I. **COMMERCIAL GENERAL LIABILITY**.
Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**. (When Vendor Delivers to County Premises)
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**. (While Vendor's Employee(s) are on County Premises)
A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **OTHER INSURANCE PROVISIONS**.
The policies are to contain, or be endorsed to contain, the following provisions:
A Commercial General Liability and Automobile Liability Coverages
1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.
2 The Vendor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Vendor's insurance and shall be non-contributory.
B Workers' Compensation and Employers' Liability Coverages
1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Vendor for the County.
C All Coverages
1 The Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract or purchase order (original if contact is renewed) or prior.

V. **SUBCONTRACTORS**
Vendors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners and City of Gainesville**

The Certificate of Insurance must contain the following:
Department Contact: **Brian Singleton**
Department: **Public Works, Engineering**
Dept. Contact Phone: **352.374.5245**
Dept. Contact Email: **bsingleton@alachuacounty.us**
Bid: **20-1 Annual Purchase of Plant Mix Asphalt Concrete**