

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE CITY OF GAINESVILLE**

INVITATION TO BID

SPECIFICATION FOR: Fixed Bid Prices for **Annual Purchase and Delivery of Limerock Material** for Alachua County Board of County Commissioners and the City of Gainesville for the benefit of the **Public Works Department** on an as needed basis.

BID NUMBER: 20-4

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

PART A - INSTRUCTIONS TO BIDDERS

1.0 GENERAL PROVISIONS

- 1.1 **Purpose** - Alachua County Board of County Commissioners and the City of Gainesville (hereafter referred to as the "Entities") are calling for and requesting the submission of bids for **Annual Purchase and Delivery of Limerock Material**.

The herein included Instructions to Bidders (**PART A**), Terms and Conditions (**PART B**), Technical Specifications (**PART C**), Bidders Check List (**PART D**); together with all attached documents herein identified, constitute the entire Invitation to 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.

- 1.2 **Submission of Bids** - Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Entities.

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

TWO (2) ORIGINAL AND ONE (1) ELECTRONIC (PDF FORMAT) SUBMISSION of the bid in a sealed envelope, clearly marked **20-4 Annual Purchase and Delivery of Limerock Material** shall be delivered to the Alachua County Procurement, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, June 26, 2019. The time/date stamp/clock in the Administrative Services Department/Budget & Fiscal Services shall serve as the official authority to determine timeliness of the responses. Responses, which for any reason are not timely received, will not be considered.**

LATE BIDS WILL NOT BE CONSIDERED

- 1.4 **Proprietary Information** - Responses to this Request for Proposals 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 proposal number marked on the outside. Furthermore, you must complete **EXHIBIT E, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

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 proposal 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.

- 1.5 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.
- 1.6 **Non-Warranty of Specifications** - Due care and diligence have 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.
- 1.7 **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, Third Floor, County Administration Building, 12 Southeast 1st Street, Gainesville, Florida 32601-6983**, with reference to the appropriate bid number on the face of the envelope. 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 set for receipt of 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.
- 1.8 **Acceptance/Rejection** - Entities reserve the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the Entities reserve the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.
- Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.
- 1.9 **Withdrawal of Bids** - Any bidder may withdraw its bid by telegraphic or written request at any time prior to the scheduled closing time for receipt of bids.

All prices bid shall remain firm for a period of 90 days after the bid opening.

- 1.10 **SMALL BUSINESS ENTERPRISE PROGRAM PARTICIPATION - ALACHUA COUNTY ONLY**
- 1.10.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.
- 1.10.2 The SBE Program Participation Form, EXHIBIT B, should be completed for your proposal to be considered responsive.
- 1.10.3 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.
- 1.10.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.
- 1.10.5 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.
- 1.10.6 **Proposed Subcontractors Requirements**
- 1.10.6.1 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.
- 1.10.6.2 If SBE subcontractors are not available for the bid/RFP you should complete a Good Faith Effort Form, EXHIBIT B, Option 4.
- 1.10.6.3 **Good Faith Effort Requirements**
- 1.10.6.3.1 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/>

1.10.6.3.2 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:

1.10.6.3.2.1 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.

1.10.6.3.2.2 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.

1.10.6.3.2.3 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.

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

1.11 **Local Small Business Participation for the CITY OF GAINESVILLE ONLY**

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.

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.

1.12 **Public Entity Crimes** - 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."

1.13 **Drug Free Workplace** Section 22.09 Competitive Sealed Bidding of the Alachua County/City of Gainesville Purchasing Code 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 D**, secondly to certified Small Business Enterprises (SBEs) bidders.

1.14 **Proposed Subcontractors NON-SBE** - Bidder shall notify the Entities of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, **EXHIBIT G**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the Entities.

2.0 **QUALIFICATION OF BIDDERS**

2.1 **Consideration** - Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Entities, and shall have all necessary licenses and permits required by law to do business with the Entities.

2.2 **Bidder's Questionnaire** - The Entities reserve the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. **Bidders are requested to complete and return along with their bid the Bidder's Questionnaire EXHIBIT F**

2.3 **Performance** - The Entities will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

3.0 **EXAMINATION OF PROPERTY**

3.1 **Bidder's Responsibility** - Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.

The bidder is also required to carefully examine the specifications and contract documents, to inform himself regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

4.0 **QUALITY**

4.1 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.

5.0 **LAWS, PERMITS AND REGULATIONS**

5.1 **Permit, Application, and License Fees** - The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

5.2 **Compliance** - The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree 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.

6.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

6.1 **Consideration of Bid and Award** - The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the Entities, and whose bid complies with all prescribed requirements. No award will be made until the Entities have concluded such investigations as they deem necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the Entities within the time prescribed.

6.2 The Entities reserve the right to award the contract to more than one bidder, as determined to be in the best interest of the Entities.

6.3 If the contract is awarded, the Entities will accept the bid and award the contract to the successful bidder(s) within ninety (90) days after the opening of the bids by written notice to the successful bidder(s).

6.4 The Entities reserve the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the Entities judgment, will best serve its interest.

7.0 **ACCEPTANCE OF BID**

- 7.1 **Acceptance of Offer** - The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the procurement process and issuance of a Purchase Order or execution of a Contract by the Entities.

8.0 **PERFORMANCE**

- 8.1 **Performance Time** - All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

9.0 **COLLUSION**

- 9.1 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.
- 9.2 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.

10.0 **ADDENDA**

- 10.1 Addenda issued by the Entities prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

PART B - TERMS AND CONDITIONS

1.0 DEFINITION OF TERMS

- 1.1 Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a proposal/bid for the goods and/or services contemplated herein, or a duly authorized representative.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the Entities and the bidder.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

CONTRACTOR: Any person, firm, corporation, or governmental entity with whom the Entities has executed a contract for the performance of the work, or his duly authorized representative.

DIRECTOR: The duly authorized representative of the Entities during the contract period as identified herein.

ENTITIES: 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.

RESPONSIBLE AGENT: The duly authorized representative of the Entities during the contract period.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the Entities are hereby adopted and made part hereof as specifications.

WORK: To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

2.0 CONTRACTOR'S INSURANCE

- 2.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT H**.
- 2.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

3.0 MODIFICATIONS

- 3.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 3.2 The Entities will not be bound under this agreement for similar or like services being provided by Entities agencies or for services entered into by the Entities under a separate agreement.

4.0 **SEVERABILITY**

- 4.1 If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

5.0 **INDEPENDENT CONTRACTOR**

- 5.1 In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the Entities. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

6.0 **TERM OF THE CONTRACT**

- 6.1 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 Entities has the option of renewing this agreement for **two (2)** additional **one (1)** year-periods and the same terms and conditions outlined here in.
- 6.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.
- 6.3 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.
- 6.4 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.

7.0 **RESPONSIBLE AGENT**

- 7.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor, **EXHIBIT B**.
- 7.2 The Department Director will be the responsible agent for the Entities. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 7.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

8.0 **ASSIGNMENT OF PERSONNEL**

- 8.1 All personnel assigned to the project will be subject to the approval of the Entities and no changes shall be allowed unless prior written approval is obtained.

9.0 **GOVERNING LAW**

- 9.1 This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be determined on a case by case basis.

10.0 **AWARD OF CONTRACT(S)**

- 10.1 The Entities reserve the right to award contracts to more than one (1) firm as determined to be in the best interest of the Entities.

11.0 **ASSIGNMENT OF INTEREST**

- 11.1 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.

12.0 **INDEMNIFICATION**

- 1.1 The Purchaser agrees to protect, defend, indemnify, and hold the County 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 Purchaser further 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. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.
- 1.2 Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

13.0 **AMENDMENTS**

- 13.1 This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

14.0 **DEFAULT AND TERMINATION**

- 14.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the Entities, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the Entities to the Contractor.
- 14.2 The Entities may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the Entities.
- 14.3 If the contractor is adjudged bankrupt, either voluntary or involuntary, the Entities may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.
- 14.4 In the event funds to finance this contract become unavailable, the Entities may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The Entities shall be the final authority as to the availability of funds.

15.0 **SUCCESSORS AND ASSIGNS**

- 15.1 The Entities and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the Entities shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Entities or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the Entities or the Contractor.

16.0 **NON WAIVER**

- 16.1 The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

17.0 **BOOKS AND RECORDS**

- 17.1 The Entities shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

18.0 **ACCIDENT PREVENTION**

- 18.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 18.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

19.0 **WORKPLACE VIOLENCE**

- 19.1 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.
- 19.1.1 Battery: intentional offensive touching or application of force or violence to another.
- 19.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

20.0 **VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

- 20.1 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.
- 20.2 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. 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 C- TECHNICAL SPECIFICATIONS

1.0 SCOPE

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.

1.1 Specifications For Delivered Limerock

1.1.1 Limerock Material

- 1.1.1.1 All materials supplied shall be in compliance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2019 Edition.
- 1.1.1.2 It will be the responsibility of the Entities to have the limerock tested. If found not meeting the current State Road Department specifications, the Entities reserves the right to cancel the contract.
- 1.1.1.3 A representative sample will be taken at the discretion of the Entities. The average moisture content will be used in establishing the actual tonnage delivered and shall cover ten days deliveries on which the sample is taken.

1.1.2 Limerock Delivery

- 1.1.2.1 The limerock is to be delivered to either the Public Works Department or when stipulated, shall be delivered to the job site or storage area located within one of the 4 zones at any point inside the County.
- 1.1.2.2 Limerock to be delivered by truck and dumped by the supplier.
- 1.1.2.3 The limerock is to be delivered within time frame specified at time of order. Any limerock not delivered within this period of time may be purchased on the open market and any increase in cost will be charged to the supplier.
- 1.1.2.4 It will be the responsibility of the supplier to have each load showing net weight and signed for by an employee of the Entities. A copy of the delivery ticket must be given to signee.
- 1.1.2.5 The billing shall be by the day with a copy of the signed delivery tickets attached supporting all deliveries listed on a given invoice.
- 1.1.2.6 If, in the opinion of the Entities, the material is so wet that dumping it on a road would present a safety hazard, the Entities may reject the load at no cost to the Entities.

1.2 Price Adjustments

- 1.2.1 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 Procurement for clarification prior to submitting your bid.

BID FORM

BID NUMBER: 20-4 Annual Purchase and Delivery of Limerock Material

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

TO: The Entities

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

ZONE	ITEM	COST PER TON (Material & Delivery)
ZONE I - WESTERN COUNTY LINE to CR 241	Mine-Base Limerock	\$
ZONE II - N.W. 143RD STREET to SR 121	Mine-Base Limerock	\$
ZONE III - SR 121 to SR 200 (US 301)	Mine-Base Limerock	\$
ZONE IV - SR 20 (US 301) to EASTERN COUNTY LINE	Mine-Base Limerock	\$
Mine-Base Limerock Subtotal		\$
ZONE I - WESTERN COUNTY LINE to CR 241	Mine-Stabilizing Limerock	\$
ZONE II - NW 143 rd STREET to SR 121	Mine-Stabilizing Limerock	\$
ZONE III - SR 121 to SR 200 (US 301)	Mine-Stabilizing Limerock	\$
ZONE IV - SR 20 (US 301) to EASTERN COUNTY LINE	Mine-Stabilizing Limerock	\$
Mine-Stabilizing Limerock Subtotal		
ZONE I - WESTERN COUNTY LINE to CR 241	Top/Big Rock Limerock	\$
ZONE II - NW 143 rd STREET to SR 121	Top/Big Rock Limerock	\$
ZONE III - SR 121 to SR 200 (US 301)	Top/Big Rock Limerock	\$
ZONE IV - SR 20 (US 301) to EASTERN COUNTY LINE	Top/Big Rock Limerock	\$
Top/Big Rock Limerock Subtotal		\$
Mine-Base Limerock, Mine-Stabilizing Limerock and Top/Big Rock Limerock, Grand Total:		

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: _____

Clearly Print or Type Email Address: _____

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

Email Address: _____

ALTERNATE RESPONSIBLE AGENT: _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

Email Address: _____

SIGNED: _____ DATE: _____

ATTENTION:

VENDOR

SHOULD

COMPLETE AND

SIGN EXHIBIT C

TO BE

CONSIDERED

RESPONSIVE

Small Business Enterprise (SBE) Program Participation Form

BID NUMBER: 20-4: Annual Purchase and Delivery of Limerock Material

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.*)

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

BID NUMBER: 20-4: Annual Purchase and Delivery of Limerock Material

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: 20-4: Annual Purchase and Delivery of Limerock Material

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) Procurement at 352.374.5202, for direction.

Vendor Name: _____ Date _____

Signature _____ Title _____

Printed Name: _____ Title _____

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

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(1), 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 Entities, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or 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 Entities 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

BIDDER'S QUESTIONNAIRE

Bidder's Name: _____

Bidder's Address: _____ Phone: _____

Number of years in this type of service? _____ Number of years licensed in Alachua County: _____

Number of employees "ON THE JOB" each week: _____ Number of employees "ON CALL" each week: _____

Will you subcontract any part of this work: Yes _____ No _____ If so, give details: _____

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Do you currently hold any municipality contracts: Yes _____ No _____ If so, please indicate below:

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: _____ Phone: _____
Contact Person: _____

2) Firm: _____ Phone: _____
Contact Person: _____

3) Firm: _____ Phone: _____
Contact Person: _____

Are your employees screened by: (indicate)

1) Polygraph _____

2) General Interview _____

3) Background Investigation _____

4) Police Record Check _____

5) Additional _____

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes _____ No _____. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: _____

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: _____ AUTHORIZED SIGNATURE: _____

Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 20-4: Annual Purchase and Delivery of Limerock Material

This form is for all **Non-Small Business Enterprise subcontractors** being utilized on this project that **are not included** on Exhibit C.

Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit G and submit with you bid package.

**TYPE “A” INSURANCE REQUIREMENTS
“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 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.

AUTOMOBILE LIABILITY

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.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

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.

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.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. 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 Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor’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 Contractor/Vendor’s insurance and shall be non-contributory.

II All Coverages

The Contractor/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 claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners
And the City of Gainesville**

MAIL, EMAIL or FAX CERTIFICATES

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: **20-4: Annual Purchase and Delivery of Limerock Material**