

**ASPHALT TYPES SP9.5, SP12.5, SP19
SAND ASPHALT, OPEN GRADED HOT MIX,
BASE COURSE 3 (ABC), TACK & PRIME MATERIALS**



BID #: PW 58-13

BID OPENS: AUGUST 29, 2013 @ 3:05 P.M.

**THE PURPOSE OF THIS BID IS TO ENTER INTO AN ANNUAL CONTRACT TO
PROVIDE ASPHALT TO COUNTY DEPARTMENTS.**

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:05 p.m.** (local time) **August 29, 2013**, for **Asphalt Types SP9.5, SP12.5, SPp19, Sand Asphalt, Open Graded Hot Mix**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

At **3:05 p.m.** (local time), **August 29, 2013**, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and **"Bid on Asphalt Types SP9.5, SP12.5, SPp19, Sand Asphalt, Open Graded Hot Mix to be opened at 3:05 p.m., August 29, 2013"**. The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Richard L Brannon
Purchasing Director

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don R. Amunds
Chairman

Asphalt Types SP9.5, SP12.5, SPp19, Sand Asphalt, Open Graded Hot Mix

SPECIFICATIONS

1. **General** – It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the County of Okaloosa, FL.
2. **Time of Acceptance** – No bid may be withdrawn until 60 days after bid opening date. Awarding will be made at the earliest possible date.
3. Bid prices shall be firm for a minimum of 12 months, with price increases upon approval annually during the life of the contract.
4. “Materials must meet current Florida Department of Transportation specifications for road and bridges per 2013 edition and all supplements thereto, if any.”
5. Materials are to be placed in County trucks and/or delivered to jobsites as required or any other place as directed by the Board of County Commissioners and at specified times by the requesting department. This will be done during normal working hours from 6:00 a.m. – 5:00 p.m., Monday through Friday, and on Saturdays when required. (List days and hours of plant operation and submit with your bid).
6. Bidders must have their asphalt plant located within 50 miles of the Okaloosa County Road Department located on US 85 South, Crestview, FL.
7. “Bidders asphalt plant must be capable of handling the County’s daily requirement of asphalt.” (List plants daily capacity and submit with your bid).
8. Bidder must be able to provide adequate number of dump trucks to meet the County’s daily requirement of asphalt to be delivered to jobsites. Approximately 95% of all materials ordered will require delivery to jobsite(s).
9. State exact location(s) of your plant(s) in bid. Plant location(s) will be taken into consideration when awarding bids.
10. Okaloosa County **will not** accept bids which require an hourly rate for delivery. Bidders must understand that your per ton price must include mileage, fuel, employee costs, etc.
11. “Bidders will have to assure the County, in writing, that they will be able to furnish the County’s asphalt requirements, and all materials will meet current Florida Department of Transportation specifications. Items 5 – 11 must be addressed in writing and submitted with bid.”

12. The County reserves the right to award contract to one or more bidders or to award the bid based on plant location, days and hours of operation, mileage and travel time to and from the plant to the County, road conditions, asphalt plant capacity, adequate number and size of trucks and personnel to meet the County's daily needs and etc.
13. **Inspection** – All supplies and workmanship shall be subject to inspection and tests at plant site and/or after arrival at destination. In case any articles are found to be defective or otherwise not in conformity with the specification requirements, the County shall have the right to reject such articles.
14. **Payments** – The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Board of Commissioners, Finance Department, 101 E. James Lee Blvd, Crestview, FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show purchase order numbers.
15. **Term** – The term of this bid shall be from completion of signatures by both parties through September 30, 2014 and may be renewed for two additional 12 month periods upon agreement in writing by both parties and upon advance notice of ninety (90) days.

BID PROPOSAL

Asphalt Types SP9.5, SP12.5, SPp19, Sand Asphalt, Open Graded Hot Mix (County wide)

Place: Okaloosa County
Date: _____, 2013
Project: Asphalt Types SP9.5, SP12.5, SPp19, Sand Asphalt, Open Graded Hot Mix (County wide)
Proposal No.

Proposal by _____ (hereinafter called "Bidder")

*a corporation, organized and existing under the laws of the State of _____

*a partnership, or an individual doing business as _____

To the Board of County Commissioners, Okaloosa County, Florida (hereinafter called "Owner").

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the bid price and within the bid times indicated in contract documents.
2. The Bidder accepts all of the terms and conditions of the advertisement or invitation to Bid and Special Bid Conditions, including, without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for one hundred twenty (120) days after the day of bid opening. The Bidder will sign and deliver the required number of counterparts of the agreement with the bonds, insurance, and other documents required by the bidding requirements within ten (10) days after the date of OWNER's Notice of Award.
3. In submitting this bid, the Bidder represents, as more fully set forth in the agreement, that:
 - (a) The Bidder has examined and carefully studied the bidding documents and the following addenda receipt of all which is hereby acknowledged:

(List addenda by Addendum Number and Date)

- (b) The Bidder has reviewed the bid documents and become familiar with and is satisfied as to the general, local and site conditions that affect cost, progress, performance, and furnishing of the material;
- (c) The Bidder is familiar with and is satisfied as to all Federal, State and local laws and regulations that affect cost, progress, performance and furnishing of the work;
- (d) The Bidder is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this bid is submitted as indicated in the contract documents.

- (e) The Bidder has correlated the information known to the Bidder, information and observations obtained from the contract documents.
 - (f) The Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the materials for which this bid is submitted.
4. Terms used in this bid which are defined in the General Conditions or Special Bid Conditions will have the meaning indicated in the General Conditions or Special Bid Conditions.
 5. The Bidder agrees to provide all of the materials specified at the price shown on the following Bid Schedule:

BID LIST

The listed quantities of asphalt are estimated quantities that we anticipate using annually (calendar year). We may purchase all of, part of, or more than these amounts. They will not be ordered all at one time and will be ordered as needed.

Asphalt Concrete Surface-Course Type SP-9.5 (as per Section 300 of the standard specification)	<u>3,000</u> Tons (approx)
Asphalt Concrete Surface-Course Type SP-12.5 (as per Section 300 of the standard specification)	<u>11,000</u> Tons (approx)
Asphalt Concrete Surface-Course Type SP-19 (as per Section 300 of the standard specification)	<u>150</u> Tons (approx)
Sand Asphalt-Hot Mix for Leveling Course (as per Section 300 of the standard specification)	<u>2,500</u> Tons (approx)
Open Graded Hot Mix Asphalt (as per Section 300 of the standard specification)	<u>1,000</u> Tons (approx)
Asphalt Base Course – 3 (ABC)	<u>1,000</u> Tons (approx)
Tack Material	<u>6,500</u> Tons (approx)
MC-70 and/or SSIH Prime Material	<u>8,000</u> Gallons (approx)

All materials must meet Florida DOT Standard Specifications for Roads and Bridges per 2013 edition and all supplements, if any.

BID SHEET

BID #: PW 58-13

ASPHALT CONCRETE SURFACE COURSE TYPE SP-9.5:

Price per ton picked up at plant \$ _____

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ _____

Price per ton delivered within 25 miles of Crestview, FL \$ _____

Cost (increase or decrease) to provide warm mix asphalt per ton \$ _____

ASPHALT CONCRETE SURFACE COURSE TYPE SP-12.5:

Price per ton picked up at plant \$ _____

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ _____

Price per ton delivered within 25 miles of Crestview, FL \$ _____

Cost (increase or decrease) to provide warm mix asphalt per ton \$ _____

ASPHALT CONCRETE SURFACE COURSE TYPE SP-19:

Price per ton picked up at plant \$ _____

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ _____

Price per ton delivered within 25 miles of Crestview, FL \$ _____

Cost (increase or decrease) to provide warm mix asphalt per ton \$ _____

SAND ASPHALT – HOT MIX FOR LEVELING COURSE:

Price per ton picked up at plant \$ _____

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ _____

Price per ton delivered within 25 miles of Crestview, FL \$ _____

Cost (increase or decrease) to provide warm mix asphalt per ton \$ _____

OPEN GRADED HOT MIX ASPHALT:

Price per ton picked up at plant \$ _____

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ _____

Price per ton delivered within 25 miles of Crestview, FL \$ _____

Cost (increase or decrease) to provide warm mix asphalt per ton \$ _____

ASPHALT BASE COURSE – 3 (ABC):

Price per ton picked up at plant \$ _____

Price per ton delivered within 25 miles of Ft Walton Beach, FL \$ _____

Price per ton delivered within 25 miles of Crestview, FL \$ _____

TACK MATERIAL:

Tack Material to be picked up at plant – price per gallon \$ _____

Tack Material to be delivered to jobsite & spread – price per gallon \$ _____

PRIME MATERIAL:

MC-70 and/or SSIH Prime Material to be picked up at plant – price per gallon \$ _____

MC-70 and/or SSIH Prime Material to be delivered to jobsite & spread – price per gallon \$ _____

REMARKS:

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discuss or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Printed

Address

Title

Phone Number

Fax Number

Federal ID # or SS#

E-mail Address

IF Bidder IS:
A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (SEAL)
(Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

ATTEST _____ (Secretary)

Date of Qualification to do business is _____

Business Address: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No. _____

A Joint Venture

By _____ (SEAL)
(Name)

By _____ (SEAL)
(Name)

Phone number and address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

COMPANY DATA

Bidder's Company Name: _____

Physical Address : _____

Contact Person (typed or printed) _____

Phone Number: _____

Cellular Number: _____

Federal ID Number or SS Number: _____

Contractor's License No.: _____

Fax Number: _____

Emergency Number After Hours: _____

Emergency Number for Weekends: _____

Emergency Number for Holidays: _____

SPECIAL CONDITIONS

1. **Bid Price** - The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the materials called for in the Bid Tab.
2. **Applicable Laws and Regulations** - The bidders attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
3. **Bid Information** – For information relating to bid specifications, contact Jack Allen at the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview FL 32536; 850-689-5960.
4. **Right to Waive and Reject**
 - A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
 - B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
 - D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.
5. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
 - D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - F. Default under previous contract.
 - G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
6. **Conditional and Incomplete Bids** - The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the bid.
7. **Investigation of Bidder** - The owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
8. **Preparation of Bids** - Bids must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting bids.
9. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract
10. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director,

or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

11. **Identical Tie Proposal** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

12. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any all bids from that firm will be rejected.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

13. **Recycled Content Information** - In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

14. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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.
15. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
16. **Authority to Piggyback** - All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

17. **Bid Opening Information** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.
18. **Payments** - The contractor shall be paid upon submission of invoices, in duplicate to the Okaloosa County Public Works Dept, 1759 S. Ferdon Blvd, Crestview FL 32536; Attn: Clay Simmons. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
19. **Protection of Resident Workers** - The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.

PROPOSED BOARD POLICY ON "NO CONTACT CLAUSE"

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

Hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the

address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

RECYCLED CONTENT FORM

1. Is the material in the above: Virgin_____ or Recycled_____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes_____ No_____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes_____ No_____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Bidder: _____

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

LIST OF SUBCONTRACTORS

The BIDDER expressly agrees that:

1. If awarded the contract as a result of the proposal, the subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS

CONTRACTOR'S NAME

AUTHORIZED SIGNATURE

TITLE

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **relating to providing Asphalt Types SP9.5, SP12.5, SPp19, Sand Asphalt, Open Graded Hot Mix** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor/Consultant shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until the contract has been executed. This contract shall be in effect upon signatures by both parties and shall run through the length of the project.

This contract shall commence effective upon execution by both parties and extend through September 30, 2013 and may be renewed for one (1) additional 2-year period if in agreement with both parties.

REPRESENTATIVES: The authorized representative of the County shall be:

Clay Simmons
1759 S. Ferdon Blvd.
Crestview FL 32536
850-689-5772
E-Mail: csimmons@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this ____ day of _____ 2013 and is effective on the ____ day of _____ 2013.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Don R. Amunds, Chairman