

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS
BID SPECIFICATIONS FOR
PURCHASE OF PAVING AND LANDFILL COVER CLAY**

BID NUMBER 1415-15

The Gulf County Board of County Commissioners, Gulf County, Florida (the “BCC” and/or “County”) is seeking bids to purchase paving clay and landfill cover clay for Five Points Landfill.

The County will receive sealed bids in the County Clerk’s office for these services:

BID DEADLINE: Submitted on or before April 24th, 2015 no later than 4:30 PM (Eastern) and will be opened thereafter on Monday, April 27th, 2015 at 10:00 AM (Eastern).

LATE BIDS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CLERK’S OFFICE. BIDS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT BIDS ARE RECEIVED IN THE CLERK’S OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL BIDS WILL BE ACCEPTED.

Bid must be submitted in a sealed envelope or package, clearly marked with the Bidder’s name, and address, the bid number, and title “**PURCHASE OF PAVING AND LANDFILL COVER CLAY**” so as to identify the enclosed bid.

Each submittal shall include **one (1) original and five (5) copies** of the bid as well as one copy in digital format placed on a flash drive or CD (ie. in pdf format). Bids must be delivered to the Gulf County Clerk of Court, Room 149, 1000 Cecil Costin Blvd, Port St. Joe, Florida 32456, so as to reach said office no later than **4:30 P.M. (Eastern), April 24TH, 2015**, and thereafter they will be opened the following Monday, April 27th, 2015 at 10 a.m. (Eastern) consistent with County policy. Bids received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of Bids that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

The Bidder must submit the bid in a timely manner to:

Gulf County Clerk of Court, Room 149
1000 Cecil G. Costin Sr. Blvd.
Port St. Joe, Florida 32456

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS
BID NUMBER 1415-12
SPECIFICATIONS
PURCHASE OF PAVING CLAY AND LANDFILL COVER CLAY**

SECTION 1 – INTRODUCTION

1.1 PURPOSE:

The County has received bids for several road paving projects and is closing Five Points Landfill. The County is soliciting bids, as part of this process, for the purchase of clay for both the paving of the roads and the cover required at the County’s landfill.

This specification sheet is intended to give the requirements for the road paving clay only. The specifications for the landfill cover will follow next week.

It is the responsibility of the Bidder before submitting a bid to thoroughly and carefully examine all BID SPECIFICATIONS and to complete the attached Bid Sheet.

1.2 BACKGROUND INFORMATION:

Gulf County is contracting for the paving of roads. This bid is to consider the option of providing the clay for these projects. This will require the following:

SECTION 2A – SCOPE OF WORK

2.1 REQUIREMENTS:

1. General Requirements:

Sand-clay material for use in the construction of Sand-Clay Base shall be a mixture of sand and clay, and shall be free of trash, foreign matter and other deleterious material. It shall not contain lumps or aggregate of such nature or in sufficient quantity to prevent the obtaining of a smooth surface, free from pits and pockets. It shall not contain particles of aggregate which will not pass a 1 inch (25 mm) sieve.

2. Composition and Gradation:

The material passing the No. 10 (2 mm) sieve shall meet the following requirements for composition, gradation, etc.:

Percent of material passing No. 10 (2 mm) sieve	
Clay (material smaller than 5µm)	8 to 21
Silt (material from 5 to 50 µm)	0 to 10
Combined clay and silt	8 to 25

3. Bearing Value and Plasticity

- a. **Bearing Value:** The material shall have a Limerock Bearing Ratio Value of at least 75.
- b. **Plasticity:** The material shall meet the following requirements for plasticity (based on tests made on the portion passing the No. 40 (425 µm) sieve):
 - Liquid Limit** – Not greater than 25.
 - Plasticity Index** – Not greater than 6.

SECTION 2B – SCOPE OF WORK

2.1 REQUIREMENTS:

1. General Requirements:

Material for use in the landfill cover shall be a clay material and shall be free of trash, foreign matter and other deleterious material. It shall not contain lumps or aggregate of such nature or in sufficient quantity to prevent the obtaining of a smooth surface, free from pits and pockets.

2. Permeability and Testing:

The clay material shall have a permeability rate of 1×10^{-5} cm/sec or less in accordance with 62-701.600 Florida Administrative Code. The permeability rate shall be met at a density of no more than 95% of the Standard Proctor Density. The bidder shall provide test results from an independent soil testing laboratory signed and sealed by a Professional Engineer licensed in the state of Florida to document compliance with these requirements.

2.2 BILLING AND REPORTS:

A successful contractor shall comply with the billing requirements and procedures specified below.

- Contractor will submit invoices to the County. Payment shall be made within 30 days of receiving invoices.
- It is estimated that 200,000 plus cubic yards will be required for construction. Please provide a per yard cost FOB your site(s).

2.3 QUALIFICATIONS:

The successful vendor shall at all times be familiar with, observe, and comply with all Federal, State and local ordinances, rules and regulations which in any manner may apply.

- Bidders shall provide proof of ownership of the property from which the clay will be obtained.

- Bidders shall submit names, addresses and telephone numbers of all contractors, sub-contractors, partners, agents, and/or assigns included in bid.
- Any Bidder having indebtedness to Gulf County shall satisfy said indebtedness prior to bid consideration. This applies also to Bidder's contractors, sub-contractors, partners, agents, and/or assigns.

2.5 SELECTION CRITERIA:

The selected contractor will be given written notification of upon selection by the County. The County will execute a contract, of which this bid specification shall be a part of, with the selected firm prior to the beginning of the actual services. Should that bidder prove not responsive, the County will seek an agreement with other highly ranked companies. Companies shall be ranked on the following detailed in the attached Bid Sheet:

Criteria

1. Does bid price meet County expectations? Bid amount in dollars per cubic yard.
2. List of equipment and method to be used in completion of this contract. Please state whether your price includes the use of any of your equipment, what equipment it is and what is expected from the County included in your bid.

The County along with an evaluation team of County staff employees shall evaluate all responsive bids. The County reserves the right to determine whether a bid is responsive and to waive any technicalities or requirements contained therein.

The County reserves the right to form a contract which, in the County's judgment, best serves the interests of Gulf County, including the right to reject any and all bids without further notice.

Ultimately, the County shall reserve the exclusive option and right to award a contract which will result in the greatest benefit to, and be in the best interest of Gulf County.

SECTION 3 – PROCUREMENT RULES AND INFORMATION

2.1 Contact Person:

Bidder's information detailed in the attached Bid Sheet

All technical questions regarding this Request for Bids should be submitted in writing, preferably by email to the Solid Waste Director, Joe Danford, jdanford@gulfcounty-fl.gov . **Questions shall be submitted no later than 10:00 AM (Eastern) on April**

20th, 2015. Questions submitted up to and or during this period will be answered to the best of the County's ability. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but oral communications between bidder and the County are not.

3.2 CALENDAR EVENTS:

DATE/TIME	ACTION
April 24th no later than 4:30 p.m. (Eastern)	Proposal Submission Deadline
April 27 th at 10 a.m. (Eastern)	Sealed Bids opened by County
April 27 th through May 11th	County evaluation period
April 12 th at 9 a.m. (Eastern)	County Commission receives staff report and recommendations

3.3 SUBMISSION OF BID:

Each bid shall be prepared simply and economically. Fancy bindings, colored displays and promotional material are not desired. To expedite the evaluation of Bids, it is essential that bidders follow the format and instructions herein. The Contractor shall submit one (1) originals and five (5) copies as stated above as well as an electronic submission of its response in digital format on a flash drive or CD.

3.5 BID OPENING:

Bids will be accepted until 24th day of April, 2015 no later than 4:30 PM (Eastern) and will be opened the following Monday, April 27th at 10 AM (Eastern) consistent with county policy.

Bids are due at the time and date specified. **Bids received late will not be considered and will be marked as LATE.**

Any person with a qualified disability requiring special accommodations at the bid opening should contact Lynn Lanier, Deputy County Administrator at (850) 229-6106 and or at llanier@gulfcounty-fl.gov and a copy of your correspondence to lroberts@gulfclerk.com at least five (5) working days prior to the event.

3.6 INSURANCE REQUIREMENTS:

Contractor shall at all times during the Contract period maintain in full force and effect worker's compensation, comprehensive general liability, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance

and other insurance as is appropriate for the services being performed hereunder by Contractor, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability, comprehensive automobile liability, pollution liability insurance and/or environmental impairment liability insurance and other insurance shall conform to the following minimum requirements and all costs of such insurance shall be borne by the Contractor and its bid:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements. Waiver of subrogation in lieu of additional insured is required.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limited per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$200,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
4. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance:
 - a. \$200,000 per occurrence and \$1,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.

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

General Liability and Automobile Liability Coverage: are to have the County named as an additional insured, if applicable.

General Liability and Automobile Liability Coverage policies shall also include "the County, its officers, officials, employees and volunteers are covered as insureds as respects; liability arising out of the activities performed by, on, or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and

completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations or the scope or protections afforded the County, its officers, officials, employees or volunteers.

Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: shall have the County named as an additional insured.

All coverages and policies shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage limits except after no less than thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

3.7 COST OF PREPARING BIDS:

The County is not liable for any costs incurred by the Bidder in responding to this bid, including those for oral presentations.

3.8 DISPOSAL OF BID:

All bids become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this bid. Selection or rejection of this bid will not affect this right.

Any submitted bid shall remain valid for ninety (90) calendar days after the submission date.

3.9 RULES FOR WITHDRAWAL:

A bid may not be withdrawn for a period of ninety (90) calendar days after the date of the Bid Opening.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of the bids.

3.10 REJECTION OF BID:

The County reserves the right to accept or reject any and all bids as deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Bids. The County reserves the right to reject the bid of any bidder if the County believes that it would not be in the best interest of the Project to make an award to that Bidder, because the Bidder is not responsive or responsible, or the Bidder is unqualified or of doubtful financial ability or

fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Bidder who submits the best ranked bid. If the County and the best Bidder cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Bidder who submits the next best ranked bid. No Bidder shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right in evaluating bids to consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, time of completion and other data, as may be requested in the Bid Specification or prior to the Notice of Award.

3.11 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussion with any county employee. Only those communications from Bidders which are signed and in writing will be recognized by the County, as duly authorized expressions on behalf of the Bidder. Oral and other interpretations or clarifications will be without legal effect.

3.12 SALES AND USE TAX:

The Bidder agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the Bidder are included in the stated bid price for the Bid. The County is tax exempt from federal excise and state sales tax.

3.13 PUBLIC ENTITY CRIMES:

The Bidder must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(a), F.S. 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 consultant, supplier, or subcontractor, 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.

3.14 DRUG FREE WORKPLACE:

The Bidder must complete the County's Drug Free Workplace Certification form, attached and made a part of the bid. According to Gulf County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more bids, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program.

3.15 ADDENDUMS:

The County may issue Addendums to modify the bid as deemed appropriate.

Addendums and clarification to this Bid along with an Addendum Acknowledgement Form will be mailed or emailed (with required written confirmation of receipt from Vendor to County Administration) to all vendors receiving this Bid. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with bid. Attached is a sample of the Addendum Acknowledgment Form.

3.16 NOTICES:

Any notices to be given under this Bid shall be given by United States Mail, addressed to Bidder at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

3.17 PROTEST:

Any person or entity whose bid is rejected, in whole or in part, or who submits a bid but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted with Clerk's office or Deputy County Administrator, Lynn Lanier within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Clerk's office or Deputy County Administrator, Lynn Lanier within ten (10) calendar days after filing written notice of intent.

3.18 BOND:

- A. Contractor will be required to furnish a corporate surety bond throughout the term of the contract as security for performance of the contract services. Said surety bond must be in the amount of Twenty Thousand Dollars (\$20,000) and must be furnished within fifteen

(15) days of award and prior to sale of clay. The bond will be furnished and renewed on an annual basis by the Contractor during the term of this contract.

SECTION 4 – CONTENTS OF PROPOSAL

This section contains instructions regarding the format of the Bid that is to be submitted.

4.1 FORMS:

It is mandatory that the Bidder returns the Bid Sheet with their bid. A representative authorized to contractually bind the Company shall sign the Bid.

It is mandatory that vendors return the Drug-Free Workplace Certification Form along with the Public Entity Crime Form.

4.2 CONTACTS FOR CONTRACT ADMINISTRATION:

Bidders shall note the Contact for Contract on the accompanying bid sheet. This shall be the company representative for the day-to-day activities of the contract.

SECTION 5 – AWARD OF PROPOSAL

The Board will award this Bid to the responsive bidder that meets the criteria stated in Section 2.5 and meets the County's needs. In the event the best bidder is found to be non-responsive, the County may proceed to the next best responsive bidder and continue the award process.

SECTION 6 – TERMS AND CONDITIONS:

6.1 TERMINATION OF CONTRACT:

The County may terminate this Agreement at any time with or without cause, or with or without prior notice when it is in the best interest of the County.

6.2 TERM OF CONTRACT:

The term of this contract shall be for 90 days – beginning on the date of its complete execution with an option to renew for three (3) additional terms of 90 days each at the sole discretion of the County, unless earlier terminated by the Board of County Commissioners.

**Information Sheet
For Transactions and Conveyances
Corporate Identification**

The following information will be provided to Gulf County County Attorney and staff for incorporation in legal documents and agreement with vendor. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state and federal government:

(Please circle one)

Is this a Florida Corporation:

Yes No

If not a Florida Corporation,

In what state was is created: _____

Name as spelled in that State: _____

What Kind of corporation is it:

“For Profit” or “Not for Profit”

Is it in good standing:

Yes No

Authorized to transact business

In Florida: Yes or No

State of Florida Department of State of Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Name of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida):

_____ (spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

County, State, Zip _____

Street Address: _____

County, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name of Individual signing the instrument on behalf of the company:

(Upon Certification of Award, the President, Vice-President or General Manager shall sign Contract. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the County Administration)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above signing on behalf of the company:
