


SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			<h1>INVITATION TO BID</h1> <h2>Bid Acknowledgment</h2>
PROCUREMENT ANALYST: James Norris	(321) 617-7390 Ext. 5-9332	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523
BID SPECIFICATIONS MAY BE OBTAINED AT: myvendorlink.com			
RELEASE DATE: July 27, 2023	BID TITLE: Paving Services and Asphaltic Concrete	BID NUMBER: B-6-23-70	BID OPENING DATE AND TIME: August 17, 2023 @10:00 am
PRE-BID DATE, TIME, AND LOCATION: NONE SCHEDULED		<input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: TELEPHONE NUMBER/TOLL-FREE NUMBER: ()	FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): If returning as a "no bid," state reason:
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I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. The Contractor acknowledges that the information provided in this ITB is true and correct.

X

 AUTHORIZED SIGNATURE (MANUAL)

 NAME (PRINTED)

 TITLE

 DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this ____ day of _____ 20__.

Personally known: ☐

Or produced identification: ☐ Type of ID: _____

 SIGNATURE OF NOTARY PUBLIC STATE

 NAME OF NOTARY PUBLIC (PRINTED)

My commission expires _____

(AFFIX SEAL or STAMP)

BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐ No ☒

BID BOND

Yes ☐ No ☒

PERFORMANCE BOND

Yes ☐ No ☒

LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
 ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**
 - a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
 - b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
 - c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
 - d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
 - e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.
 - f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
 - g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.
3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to [VendorLink](#) website.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids

- and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
 16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
 17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
 18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
 19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
 20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
 21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
 22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
 23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
 24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
 25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
 26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).
 27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.
 28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
 29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that 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 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
 30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor,

supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractors performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.74, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.
51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract 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. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**
52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.
- Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Fla. Stat.
- Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.
- All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.
53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this

State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the [VendorLink](#) website. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if

possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:**

During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or

indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Florida Statutes § 287.05701, the County shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.

**Paving Services Asphaltic Concrete
B-6-23-70**

CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in the rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☐ Signed/Notarized Bid Invitation, including Electronic Copy on USB Flash Drive
- ☐ Confirmation of Drug-Free Workplace Form
- ☐ Non-Collusion Affidavit of Prime Bidder
- ☐ Public Entity Crime
- ☐ Contractor Affidavit Regarding Scrutinized Company List
- ☐ Foreign Influence on Contracts or Grants
- ☐ Reference Form with a minimum of three (3) / maximum of five (5) references listed.
- ☐ Attachment A - FEMA Contract Provisions
- ☐ Attachment B - BYRD Anti-Lobbying Amendment Certification
- ☐ Attachment C - Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

**Paving Services& Asphaltic Concrete
B-6-23-70
SPECIAL CONDITIONS**

1. PURPOSE

Brevard County Purchasing Services, on behalf of the Public Works Department/Road and Bridge, is soliciting bids for supplier(s) to furnish all labor, materials, tools, equipment, and trucking to perform all work and services to provide Paving Services & Asphaltic Concrete

Award

Award will be based on line item pricing to reflect the best interest of the County. The County intends to award to multiple contractors. The County will assign work on a project-by-project basis.

2. CONTRACT PERIOD

The terms of this agreement shall be effective for one (1) year, with the option to renew by mutual agreement of both parties, for four (4) additional one (1) year periods with the opportunity to negotiate pricing, terms, and conditions. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew.

Any mutually agreed adjustments to the pricing, terms, or conditions will take effect upon the renewal date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI).

Line Items listed on the Florida Department of Transportation (FDOT) Asphaltic Index will be adjusted (both increases and decreases) by the Bituminous Index rate. A price adjustment will be made only when the current Florida Department of Transportation (FDOT) Asphalt Price Index varies more than 5% from the Bituminous Material index that was applicable when bids were received. Any price adjustments will be approved by the Purchasing Manager and the Public Works Department.

3. DELIVERY

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

4. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact James Norris, Purchasing Services at 321-617-7390 X 59332 or by email at james.norris@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to

the attention of James Norris at james.norris@brevardfl.gov. To be given consideration, such requests must be received in writing no later than **Thursday August 10, 2023 by close of business at 5:00 pm.**

5. **RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than Thursday August 17, 2023 at 10:00 am.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at www.myvendorlink.com .
Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered, **a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

6. **PRE-BID/WALK THROUGH**

A pre-bid meeting will not be held for this Invitation to Bid.

7. **BID SUBMITTAL PACKAGE REQUIREMENTS**

Vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

8. **CONE OF SILENCE**

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the Notice of Award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting.

9. **E-VERIFY**

Pursuant to State of Florida Executive Order No. 11-116, all contractors/vendors are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the contractor/vendor prior to issuance of a PO or contract with Brevard County - <https://www.e-verify.gov/employers/enrolling-in-e-verify>.

**Paving Services & Asphaltic Concrete
B-6-23-70**

SCOPE OF SERVICES

1. The Scope of Services consists of paving services and the purchase of asphaltic concrete. The services shall include all materials, preparation, (including cleaning of all areas of work), mixing, tools, labor, supervision, equipment, fuel, travel, incidentals, and other related items necessary to complete the work in accordance with the Scope of Services.
2. The Contractor will coordinate a work schedule with the authorized representative of the Public Works Department/Road and Bridge to ensure the availability of the work area so as not to delay the execution of the project, to maintain traffic flow, and to minimize activities that might be detrimental to the work in progress.
3. If the Contractor fails to properly perform the conditions of the bid, in the sole opinion of the County, the County will communicate to the Contractor, in writing, the problem(s) that exist. If the problem(s) persist or reoccur, the County reserves the right to terminate the bid.
4. All material supplied under this bid must meet the requirements of Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, FY 2023-24 (current edition) and as updated by FDOT during the term of the bid.
5. Standard hours/non-standard hours: All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified rate. If requested by the County to work "non-standard hours" the County will pay an additional non-standard rate per ton.
6. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one-ton minimum) must be available within 72 hours of notification by the County, and within five business days' notice by the County for any non-standard time work. In the event the Contractor cannot meet the availability notification, the County reserves the right to move to the next available Contractor.
7. **USE OF SUBCONTRACTORS:** The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the County.
8. The Contractor shall furnish all materials, equipment, labor, and incidentals for mixing aramid fibers into the existing mix design of the particular type of asphalt specified. The Contractor shall introduce the fibers into the asphalt mix conforming to the specifications and requirements of the manufacturer. The Contractor shall use the automated dosing machine recommended by the manufacturer to blend the specified rate of fibers per ton of asphalt per FDOT Section 334 Superpave Asphalt Concrete.
9. The Contractor must provide a minimum 48-hour notice to the County's project manager prior to leaving the job site.
10. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed and replaced by the Contractor at the Contractor's expense.
11. The Contractor will be responsible for cleaning of driveways (tack, dirt, and debris from brooming).

12. The Contractor shall be responsible for rideability (must bring any problems of existing conditions to the County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Section 330. Roadways subject to straight edge requirements.
13. The Contractor to place all asphalt mixtures by the string line method, per FDOT Section 334 Superpave Asphalt Concrete. The Contractor is to provide a uniform centerline and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the Contractor.
14. The Contractor shall provide temporary striping in accordance with FDOT Section 102 Maintenance of Traffic. When the County's term striping contractor is not available, the Contractor must provide temporary striping. The method of payment for temporary striping shall be LF.
15. When required, the Contractor shall provide all equipment, labor, and materials for Maintenance of Traffic in accordance with FDOT Section 102 Maintenance of Traffic, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.
16. The Contractor shall conform to the requirements of FDOT Section 330 Hot Mix Asphalt - General Construction Requirements.
17. The Contractor shall conform to the requirements of FDOT Section 327 Milling of Existing Asphalt Pavement. Please note: The milled surface must be of uniform grade, consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of the hot mix.
18. Plant locations must be identified by the Contractor on the County's bid price sheet at the time of bid submission.
19. Projects still in progress under the County's current bid (Bid No. B-6-20-57) will be completed by the assigned contractor under the current terms of the bid. The Contractor(s) awarded this bid (Bid No. B-6-23-70) will be responsible for the completion of any projects already in progress at the time of that bid's future expiration.
20. An electronic weight ticket with the County bid number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.
21. Any "pushing" or "slipping" of the asphalt within a 12-month period after final payment of the work (County acceptance of the work) will be repaired at the Contractor's expense.
22. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.
23. Testing by the County may be required using the following guidelines:

Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT requirements (samples from the field shall be taken directly in front of the power-screw feed).

All deficiencies will be corrected by the Contractor per FDOT Specifications.

Cores may also be required to verify thickness.

24. LIQUIDATED DAMAGES

It is mutually agreed that **time is of the essence for this bid** and should the Contractor fail to complete the work, or portions thereof, within the specified time to achieve completion, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner may retain the amount of liquidated damages \$9,000, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the County will have sustained by failure of the Contractor to complete the work, or portions thereof, within the specified time. It is further agreed that said sum is not a penalty but is the stipulated amount of damages sustained by the County in the event of such default by the Contractor. Based on the amount of damages not being readily ascertainable, both parties agree that the applicable amount of damages per calendar day is not grossly disproportionate and is reasonably expected to follow from a breach of this bid.

25. DEFECTIVE MATERIALS

If the Contractor provides the County with any defective materials, it shall be the Contractor's responsibility to remove the defective materials and replace them with correct materials at the Contractor's expense. The County will not remit payment for the original materials ordered until this correction is completed by the Contractor.

26. The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering the storm drainage system.

27. PERIODIC AND FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and debris resulting from asphalt paving services.

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday. At the completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave the project in ready-to-use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

28. INVOICES

The Contractor's invoice shall include the project number, date(s) of service, location of the project, including project limits, and the name of the County's project manager. Upon inspection of the work by the County for acceptable work, the Contractor shall submit the invoice to PublicWorks.Accounts@brevardfl.gov. The invoice shall be in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor's invoice shall also reflect a breakdown of all standard hours and non-standard hours worked.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Paving Services & Asphaltic Concrete
B-6-23-70

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Paving Services & Asphaltic Concrete
B-6-23-70
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

Paving Services & Asphaltic Concrete
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CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of Contractor) is _____.
2. My relationship to _____ (name of Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

Paving Services & Asphaltic Concrete

B-6-23-70

DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

- YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____

Date: _____ Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by (name of person making statement).

[Notary Seal]

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

**Paving Services & Asphaltic Concrete
B-6-23-70
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of _____

County of _____

_____(“Affiant”), being duly sworn, deposes and says that:

- (1) Affiant is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Subscribed and sworn to me before _____ me this _____ day
(Signature)

of _____, 20 ____.

(Notary Public)

(Title)

My commission expires: _____

(Seal)

**Paving Services & Asphaltic Concrete
B-6-23-70**

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental 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.

Acknowledged: _____ Date: _____

**Paving Services & Asphaltic Concrete
B-6-23-70
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED
SIGNATURE _____

TELEPHONE _____ FAX# _____ DATE _____

EMAIL: _____