

**SOLICITATION FOR CONTINUING SERVICES
CS #12-090
POLK COUNTY WASTE RESOURCE MANAGEMENT DIVISION
SOIL PURCHASE**

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks offers of clean soil delivered to the Polk County North Central Landfill located at 10 Environmental Loop Road, Winter Haven, Fl. and subsidiary facilities.

SCOPE OF WORK

The Waste Resource Management (WRM) Division is in continual need of clean soil for operations, construction, and closure of its Waste Resource Management facilities.

WRM projects that require soils of specific composition and specifications (i.e. clay, sand, sandy clay). The moisture content of the soil must be less than ten percent (10%). WRM will negotiate the purchase of uncontaminated soil generated in site development, lake digging or other soil excavation ventures.

TERM

This is an on-going service. The County will accept soil offers from Vendors with more than 20,000 cubic yards of clean soil. The County is willing to pay from \$0.01 to \$4.50 a ton for clean soil which includes excavation, hauling, and ticket generation by Vendor. The WRM will determine the price for the soil within the above stated range by evaluating the following criteria: volume of material, soil composition, this includes physical and chemical parameters, the distance from the point of origin to the point of destination, and the cost of fuel.

If this solicitation for Continuing Services is extended, the County is amenable to an annual increase in cost equal to the Federal Consumer Price Index (CPI), beginning in June 2013. The County will ascertain the new contract price based on the increase for the twelve (12) month period prior to the extension. The increase will be added to the purchase price at the beginning of the term of the contract extension. The County will use CPI information provided by the United States Department of Labor.

The County does not guarantee a minimum or maximum amount of soil to be purchased from Vendors throughout the term of the contract. The County does not guarantee that any and all soil will be purchased. The amount of soil purchased from a Vendor is contingent upon the quality of the soil, what type of soil and if soil is needed at the time of the offer, and location of the soil.

The WRM Division reserves the right to inspect the site that the soil is coming from. The WRM Division, at their expense, will test all soil prior to committing to purchase soil.

Vendor must provide documentation of ownership of the soil, for example, a copy of the Vendor's contract with the property owner stating that they have the authority to remove and dispose of the soil from the construction or excavation site and that the property owner waives any right to collect any revenue from the transaction.

The WRM Division will provide the attached "Soil Purchase Agreement" form to the Vendor for each soil purchase after the site has been visited, the soil has been tested, and a price has been determined. The Soil Purchase Agreement must be signed by an authorized representative and returned to the County. Upon receipt of the signed Soil Purchase Agreement, the Procurement Division will issue a Purchase Order.

Please note that all information – insurance certificate, Polk County occupational license must be submitted. After receipt and verification of required information, the WRM Division may contact the Vendor with specific work orders. **The County does not guarantee that a Vendor will be assigned any work orders.**

REQUIREMENTS

- Polk County Occupational License
- Certificate of Insurance

INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, (by counsel reasonably acceptable to County) indemnify and hold harmless the County, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liabilities, losses, expenses (including attorney's fees) and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

INSURANCE

Vendor(s) shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. A 30-day prior written notice of cancellation and a 10-day prior written

notice of non-payment are required and must be stated on the insurance form. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830. Workers Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations: \$1,000,000, XCU Property Damage Excel \$1,000,000, Broad Form CG&L \$1,000,000. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The General Liability and Workers Compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. Any questions regarding insurance requirements may be directed to Kari L. Kennedy, Contract Specialist, Polk County Procurement Division, at (863) 534-6757.

The Certificate Holder must be stated as:

**Polk County a political subdivision of the State of Florida
330 West Church Street
Bartow, Florida 33830**

The wording required in the description field is:

"Polk County is named as an additional insured for General and Automobile Liability. The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County."

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate

Certificate of insurance must be submitted with response.

PUBLIC ENTITY CRIMES STATEMENT

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/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting the required information, the vendor hereby certifies that they have complied with said statute.

SUBMITTAL OF RESPONSES

Interested parties are invited to submit their responses to the Procurement Division. The requested information may be mailed, delivered or faxed to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863) 534-6789
Attn: Kari L. Kennedy**

SUBMITTALS

Submittals must include the following:

- Submittal Sheet
- Insurance Certificate
- Copy of Occupational License

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SUBMITTAL SHEET

Vendor must submit the following:

- **Certificate of insurance**
- **Copy of occupational license**
- **Submittal Sheet**

FIRM NAME: _____

CONTACT NAME: _____

TITLE: _____

FIRM ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

SOIL PURCHASE AGREEMENT

Vendor Name

Authorized Representative (Printed/Typed Name)

Site/Location of Soil

Composition of Soil (clay, sand, sandy clay)

Agreed Price by Waste Resource Management Division _____/TON

Authorized County Representative Signature

Date

- Form must be completed and returned to the Waste Resource Management Division for each site.
- Attach copy of documentation of ownership of soil.
- Delivery of soil **shall not** proceed until a purchase order has been issued by the Procurement Division.