



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department**

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori Krinkekey, Purchasing Analyst

(863) 402-6528, Direct Line

lkrinkey@highlandsfl.gov

INVITATION TO BID (ITB) 23-008-LLK

Landscape Maintenance (Designated Right-of-Way Project)

- | | |
|--|--|
| x Pre-Solicitation Meeting: | None Scheduled for this solicitation |
| Location: | N/A |
| ✓ Request for Information Deadline: | February 15, 2023, prior to 5:00 PM |
| ✓ Submission Deadline: | Tuesday, February 28, 2023, prior to 3:30PM |

**Advertisement Date: Saturday, January 28, 2023
Second Advertised Date: Saturday, February 4, 2023**

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HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS
Purchasing Department

INVITATION TO BID (“ITB”)

The Board of County Commissioners (“Board”), Highlands County, a political subdivision of the State of Florida (“County”) will receive sealed Bids in the Highlands County Purchasing Department (“Purchasing Department”) for:

ITB NO. 23-008-LLK Landscape Maintenance (Designated Right-of-Way Project)

Specifications may be obtained by downloading from our website: www.HighlandsFL.Gov, or on www.VendorRegistry.Com. Questions should be directed to: Lori Krinke, Purchasing Analyst, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or [E-Mail:lkrinke@highlandsfl.gov](mailto:Mail:lkrinke@highlandsfl.gov).

A PRE-BID meeting will NOT be held for this solicitation.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office **no later than 3:30 P.M., Tuesday, February 28, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

Electronic submission to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one all-inclusive Adobe file of all documents. **Label “23-008 Bidder Name-Submission”**

OR

Hard Copy submission in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and electronic copy containing **one all-inclusive Adobe file** of all documents. **Label “23-008 Bidder Name Submission** (Thumb drive) of the original response.

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

The public is invited to attend this meeting.

One or more County Commissioners may be in attendance at meetings.

Highlands County’s Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of June 21, 2022. The County encourages the use of Disadvantaged Business Enterprise to include Women/Minority Business Bidder(s).

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the lowest responsive and responsible Bid received meeting the requirements requested. The County reserves the right to waive irregularities in the Bid.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact the ADA Coordinator at: 863-402-6809 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.Highlandsfl.gov

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SECTION I. GENERAL TERMS AND CONDITIONS

- A) For purposes of this ITB, the following terms are defined as follows:
1. *Bidder* means the person or entity submitting a Bid in response to this ITB.
 2. *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
 3. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
 4. *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located on the County's website at the following address:
https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php.
- B) All Bids shall become the property of the County.
- C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.
- CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED IN SECTION VI, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.
- D) Bids are due and must be received in accordance with the instructions provided in the invitation to bid.
- E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F) Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed on the cover of this ITB for additional information and clarification.
- G) Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I) Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any, and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any, and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- N) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- O) The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.
- P) If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.
- Q) Each Bid is to contain proof of enrollment in E-Verify.
- R) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- S) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00.
- T) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in a sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- U) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.

- V) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- W) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any, and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- X) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Y) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Z) If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- AA) ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case-by-case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.Highlandsfl.gov. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- BB) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- CC) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- DD) MISUNDERSTANDINGS: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.

- EE) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- FF) COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- GG) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated on the cover of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- HH) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work," unless otherwise specified.
- II) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- JJ) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that this submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring or other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder's response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases, and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies' actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.

SECTION II. THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any, or all, of the following rights and options with respect to this ITB:

- A) To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B) To issue additional subsequent ITBs or RFPs.
- C) To reject all incomplete / non-responsive Bids, or Bids with errors.
- D) The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.

- E) The County also reserves the right to modify the Scope of Work to be performed.
- F) The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G) If the County believes that collusion exists among Bidders, all Bids will be rejected.
- H) In the event of a mathematical error, the unit price shall prevail.
- I) Items marked as “Product Only,” “No Substitution,” or “Equivalent,” etc., shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the County.
- J) Public Record:
 - a) Pursuant to Florida Statutes, Section 119.0701

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY RECORDS CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- b) Consultant agrees to comply with public records laws, specifically to:
 - (i) Keep and maintain public records required by the County to perform the services set forth herein.
 - (ii) Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law
 - (iii) Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.
 - (iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

SECTION III. INSURANCE

A) Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at \$100,000.
3. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
4. Special Requirements / Evidence of Insurance:
 - a. A copy of the Bidder's current certificate of insurance **MUST** be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" and State of Florida Department of Transportation shall all be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII".
 - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870 or emailed to purchasing@highlandsfl.gov.

-END OF SECTION-

SECTION IV. SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the County's standard General Terms and Conditions or the Scope of Work.

A) **BASIS OF AWARD:** The bid is to be awarded to the lowest responsive and responsible bidder based on the "Total Bid Amount."

- a. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided: Rates and all other negotiated expenses will remain in effect throughout the duration of the award period.
- b. This award does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
- c. All pricing shall be all inclusive to include, but not limited to, licensing, material, labor, travel, shipping, handling, or delivery, return and incidentals, as applicable, to provide the service described.
- d. Should the service not be available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the service is obtained.

B) **TERM:**

A) The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for an **initial one (1) year** from the date of the Recommendation for Award. Prices shall remain firm for this period. Upon mutual agreement of the parties, the contract may be **renewed for three (3) one (1) year terms**, at the same terms and conditions set forth in the ITB. A Price Adjustment Clause was included in this solicitation. Pricing will be reviewed at the anniversary date thereafter. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

B) **PURCHASE ORDER:** The awarded Bidder(s) shall not proceed with any work until receipt of a County-issued purchase order and the approval of the County Project Manager.

C) **INVOICING/COMPENSATION:**

- a. Contractor shall submit detailed invoices to the County within five (5) business days from monthly work completion.

D) **ITB CONTACT INFORMATION:**

All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Purchasing Department representative listed on the cover page of this solicitation.

E) **REQUEST FOR INFORMATION (RFI) CUT-OFF**

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.

-END OF SECTION-

SECTION V. SCOPE OF WORK AND SPECIFICATIONS

- A. PURPOSE: The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to secure an annual bid for right-of-way landscape maintenance along State Road 25 (US Highway 27) from Old State Road 8 to South Main Avenue (approximately 3.84 miles). The awarded Bidder will provide right-of-way landscape maintenance for an area that is approximately 23.07 acres.
- B. FAILURE TO PERFORM: Failure to complete the work as scheduled could result in written notice of the Contractor terminating its rights to proceed as to the purchase order. Contractor shall not, however, be responsible for delays in service due to:
- Unavoidable mechanical breakdowns
 - Strikes
 - Acts of God
 - Fire
- provided that the Highlands County Purchasing Manager and the County Project Manager are notified in writing by the Contractor of such pending or actual delay. In the event of any delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.
- C. The Contractor shall supply all materials, equipment, vehicles, and personnel needed to provide the service(s) in accordance with the specifications of this ITB.
- D. All mowing, trimming, chemical spraying, edging, and care will be monitored by a County contact person and the Contractor will notify the County's contact person within 24 hours of completion of each cycle for inspection.
- E. The Contractor shall be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
- F. Hours of operation will be from sunrise to sunset, EXCEPT Sundays and County-identified holidays.
- G. While it is recognized that some of the actual right-of-way areas may be being mowed by the adjacent homeowner, the area is the responsibility of Contractor and may still require mowing, weed eating, and/or other clean up.
- H. The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at-all-times enforce strict discipline and good order among their employees. The Contractor shall be responsible to see that the completed work complies fully with these specifications.
- I. The Contractor shall supply parts and labor to maintain the irrigation system as needed. The Contractor shall supply mulch and labor once a year around all trees and planting beds. The Contractor shall be responsible for trimming/pruning all trees and plantings once a year under direction of an ISA certified arborist and in compliance with ANSI A3000 Part 1.
- J. During the months of September through May, the areas shall be mowed on a three-week cycle, unless otherwise determined by the County, with the same requirements as described for the summer months as set forth below in paragraph K.
- K. During the summer months, which are defined as June, July, and August, the areas shall

be mowed on a two-week cycle. Grass shall be cut to a maximum three (3) inch height and areas of Peanut Ground Cover at a minimum of 5 inches. Contractor shall take care not to scalp the grass below a recommended minimum height. Mowing shall be provided when grass is between 4-4.5 inches in height. All mowing must be conducted with sharp blades that produce a clean cut of the grass or ground cover. Weed eating (and herbicide application as described below) shall be done around all fences, guardrails, signs, sidewalks, concrete mattress, curbing, traffic separators, and other similar areas. Areas around ponds will be mowed and weed eating done along fencing. Treatment for weeds in the peanut ground cover with chemical application as needed. The Contractor shall keep all fences free of plants and weeds. Sidewalks and medians shall be edged and sprayed as needed, with all plants and weeds removed and all debris from mowing operations cleaned off. All trash shall be picked up and be properly disposed of before each mowing cycle; any trash that is shredded during mowing or weed eating operations shall be picked up and properly disposed of.

THE CONTRACTOR SHALL ASSIST TO ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL CATEGORY ONE INVASIVE PLANT SPECIES AND THEIR SEEDS AND VINES. DOCUMENT AND MAINTAIN IN WRITING THE LOCATION OF COGRASS AND TROPICAL SODA APPLE SITES, THE AMOUNT OF THE AREA INFESTED AT EACH SITE, DATE, AND TYPE (PERCENTAGE OF PRODUCT/METHOD USED) AND LAST TREATMENT AND SUBMIT TO THE ENGINEER WITH THE MONTHLY INVOICE.

- L. The Contractor shall be responsible for instructing its employees in all safety measures. All equipment used by the Contractor shall be maintained in a safe operating condition. All safety covers and other protective parts of all equipment shall be in place and properly functioning. The equipment shall be free from defects or wear which may in any way constitute a hazard to any person. All electrical equipment shall be properly grounded. Metal blade or mechanical edging is not permitted at locations that could damage underground utilities. All employees shall wear and/or utilize proper personal protective equipment and safety gear, including but not limited to ear protection, safety glasses, and safety boots, while performing services/work under this ITB. Contractor shall ensure that all persons performing work under this ITB wear FDOT-approved and certified high visibility safety vests.
- M. The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the specifications of this ITB and any resulting contract documents.
- N. The Contractor shall have and comply with the “FDOT Indexes” and the “Manual on Uniform Traffic Control Devices” and will maintain safe conditions at all times. During mowing operations, traffic shall be maintained in accordance with all state and local rules and regulations. Contractor is responsible to obtain copies of, review, and implement all applicable provisions of the Florida Department of Transportation (FDOT) maintenance and traffic control manuals, specifications, and related documents. Among standards that may be applicable, Contractor shall comply with FDOT Standard Plans Section 102 of the roadway section (found at: <https://www.fdot.gov/design/standardplans/current/default.shtm>) and the “Manual on

Uniform Traffic Control Devices.”

- O. Contractor agrees to conform to any and all State and Federal regulations pertaining to chemicals, including Chapter 487, Florida Statutes, pertaining to pesticide regulation and safety, and any regulation or rule promulgated by the Department of Agriculture and Consumer Services, and to assist Highlands County in doing so. Contractor shall provide Material Safety Data Sheets (MSDS) to County prior to utilizing subject chemicals or substances, and shall follow all applicable federal, state, and local laws and regulations.
- P. All debris, construction scrap, landscape, or tree trimmings created or collected by the Contractor, shall be disposed of at Highlands County’s designated landfill facility at the Contractor’s expense.
- Q. Chemical herbicides such as 2-4-D Amine and/or Glyphosate may be used; however, the Contractor must be licensed to use chemicals if such requirements exist. Contractor shall provide the County with a copy of all required permits, certifications, and licenses to use restricted use pesticides for maintenance of the right-of-way. Contractor must provide Material Safety Data Sheets (MSDS) for all products to be provided prior to each delivery or utilization of the product.
- R. Blowing grass off roadway is not required; however, grass on all sidewalks and curbing is required to be blown or swept off. Overhanging trees and plants must be trimmed above sidewalks at a clearance height of at least 8-½ feet per the Maintenance Rating Program Handbook, page 112 (found at: <https://www.fdot.gov/maintenance/publications.shtm>).
- S. Chemical herbicides shall be applied a minimum of twice a year except as indicated otherwise in the General Specifications for ITB 23-008. The first application should occur during the month of May. The second application should occur in late August. Spray sites include, but are not limited to, in-between sidewalks, where concrete curb meets asphalt travel lanes, around catch basins and inlets, around guardrail, around erosion control mattress, fence rows, around signal poles, sign poles, utility poles, etc. These two required chemical applications should be incorporated into the average “cost of mowing per cut” Bid price. This service shall not be invoiced separately.
- T. Contractor shall repair or replace, at Contractor’s cost and expense, all damage to property resulting from Contractor’s performance of work under this ITB.
- U. County shall not be responsible or liable for any damage to or loss of goods, equipment, or property owned, borrowed, or leased by Contractor that are used on or stored on County property. In addition, County shall not be responsible for consequential damages, lost profits, or other similar damages. By submitting a Bid, Contractor acknowledges and agrees to the foregoing.

MOWING OF SPECIFIC AREAS:

Areas alongside US Highway 27 from Old State Road 8 to South Main Avenue shall be mowed.

A. Descriptions below:

- Mow the US Highway 27 rights-of-way (ROW) to include the center medians of US Highway 27 from Old State Road 8 to South Main Avenue.
- Mow everything from the US Highway 27 pavement to the Crestmore Drive pavement from Anderson Street to the 90-degree curve on E.A. Smith Avenue.
- Mow the Anderson Street ROW between Crestmore Drive and US Highway 27.
- Mow the Crestmore Drive ROW on the US Highway 27 side of the road that is adjacent to the Florida Department of Transportation ROW that goes from

Anderson Street to Vision Street

- Mow the E.A. Smith Avenue ROW on the US Highway 27 side of the road that is adjacent to the DOT ROW from Vision Street to the 90-degree curve on EA. Smith Avenue.
- B. A Map of the mowing locations is attached in Section VII of this ITB and the locations to be mowed include the areas with green shading indicated as area for County to maintain.

-END OF SECTION-

SECTION VI. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package

Any blank spaces on the form(s), qualifying notes or exceptions, counter-offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Bidder’s responsibility to review and include all requested and required documentation.

Forms	
LOCAL COMPLIANCE FORMS	✓
Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label each “23-008 Bidder Name-Submission”	
Drug-Free Workplace Certification, F.S. 287.087	
Public Entity Crimes Sworn Statement, F.S. 287.133	
Discrimination Certification, F.S. 287.134	
Scrutinized Companies Certification, F.S. 287.135	
E Verify Certification	
Local Preference Affidavit of Eligibility	
MISCELLANEOUS DOCUMENTATION	
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number	
Acord Insurance Form (sample copy of Certificate of Insurance)	
Women / Minority Business Enterprise Certification (Mark with an “x” if not applicable)	
One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each “23-008 Bidder Name-Submission” OR Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. Label each “23-008 Bidder Name-Submission”	
Statement of “No Bid” Due prior to submission due date and time	
Price Adjustment Form	
Sealed Submission Label (affix to outside of submittal package)	

OFFICIAL BID SUBMITTAL FORM

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
 Attn: Purchasing Department
 600 S. Commerce Ave.
 Sebring, FL 33870

SOLICITATION IDENTIFICATION: **ITB 23-008-LLK**
 SOLICITATION NAME: **Landscape Maintenance (Designated Right-of-Way Project)**

SUBMITTED BY:

 Bidder's Name

 Bidder's Authorized Representative's Name and Title

 Bidder's Address 1

 Bidder's Address 2

 Contact's Name and Title (Print)

 Contact's E-mail Address

 Contact's Phone Number

 Dun's Number

 Employer Identification Number/Federal Employer Identification

BIDDER IS: (CHECK ONE)

Individual	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Corporation
Limited Liability Company	<input type="checkbox"/>		<input type="checkbox"/>	Joint Venture*

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

1. ACKNOWLEDGEMENT OF ADENDA Bidder/Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

CERTIFICATION/ACKNOWLEDGEMENTS:

Having carefully examined the general and purchase order "Terms and Conditions", all solicitation documents and, if necessary, reviewed site conditions that may affect cost, progress, performance and finishing of the work which meet these specifications.

The successful bidder/proposer shall be responsible for furnishing and delivering to the Highlands County requesting Department commodity or service. The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County. The signature below, by an authorized representative, affirms they have read and understand the solicitation requirements.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

Bid Amount

Landscape Maintenance: right-of-way landscape maintenance along State Road 25 (US Highway 27) from Old State Road 8 to South Main Avenue (approximately 3.84 miles). The awarded Bidder will provide right-of-way landscape maintenance for an area that is approximately 23.07 acres.	AMOUNT
COST OF MOWING PER CUT (to include but not limited to all mowing, trimming, chemical spraying, edging, and care)	\$
BID (in words):	

Exceptions to Bid: _____

SUBMITTED ON: _____ 20 _____

COMPANY: _____

SIGNATURE: _____ (Seal)
Bidder's Authorized Representative

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE NUMBER: _____

EMAIL: _____

DRUG FREE WORKPLACE

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE
PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____
(hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS,
UPON DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____ COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____,
by _____, as _____, the duly authorized officer
of _____
_____, on its behalf, who is either personally known to me [] or has
produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____ My
Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA _____ } ss
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 bidder or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is
_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20 ____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20 ____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

NONDISCRIMINATION CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

SCRUTINIZED COMPANIES CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
SCRUTINIZED COMPANIES CERTIFICATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

E-VERIFY CERTIFICATION

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL) Signature: _____
Print Name: _____
Notary Public, State of _____

LOCAL VENDOR AFFIDAVIT

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES ____ NO ____

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES ____ NO ____

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES ____ NO ____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this _____ day of _____, 20____.

NOTARY PUBLIC

SEAL

Commission Expiration Date



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- Specifications too "tight", i.e., geared toward one brand or manufacturer only
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or services
- Unable to meet specifications
- Unable to meet Bond requirements
- Specifications unclear (explain how)
- Unable to meet Insurance requirements
- Remove us from your "Bidders List" altogether
- Other (specify below)

Remarks: _____

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____

PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first one (1) year of the contract term**. Pricing will be reviewed at the anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

Official verifiable documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below, I fully understand, accept, and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail.

Labeling Not required for electronically submitted bids that are uploaded into Vendor Registry.


Cut along the outer border and affix this label to your sealed submission envelope to identify it as a “Sealed Bid/Proposal”

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori Krinsky, Purchasing Analyst
(863) 402-6528

PLEASE PRINT CLEARLY



	SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •
SOLICITATION NO.:	ITB 23-008-LLK
SOLICITATION TITLE:	Landscape Maintenance (Designated Right-of-Way Project)
DATE DUE:	Tuesday, February 28, 2023
TIME DUE:	Prior to: 3:30 PM
SUBMITTED BY:	_____
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor (Lori Krinsky) 600 South Commerce Avenue Sebring, Florida 33870
Note: submissions received after the time and date above will not be accepted.	

*Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.

SECTION VII: MAP



AREAS TO BE MAINTAINED BY COUNTY

REVISIONS		
DATE	BY	DESCRIPTION

STATUS

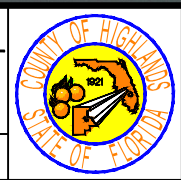
FOR INFORMATION

DESIGNED BY: KENYA ANDERSON
 DRAWN BY: STACEY MAHONEY
 CHECKED BY: J.D. LANGFORD, JR., P.E.
 IN CHARGE: J.D. LANGFORD, JR., P.E.
 DATE: 2/13/2019

HIGHLANDS COUNTY ENGINEERING DEPARTMENT
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
 FLORIDA REGISTRATION NO.: 78402

DATE: _____



HIGHWAY PARK LANDSCAPE MAINTENANCE AGREEMENT
 PROJECT LOCATION MAP

SCALE: HORIZ. 1"=500' VERT. N/A	
PROJECT NO. N/A	REV. 0
SHEET 1 OF 1	

G:\PROJECTS\2014\Highway Park Beautification Project\VDOT Maintenance Estimates & Agrmt\Maintenance Agrmt\Highway Park Maintenance Agt Location Map.dwg, Layout1, Mahoney, Stacey Acad 1-7 Black 11 Off.ctb