

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS Purchasing Department

600 S. Commerce Ave. Sebring, FL 33870

Purchasing Designated Contact: Chris Davis, Purchasing Manager

(863) 402-6528

cmdavis@highlandsfl.gov, E-mail

INVITATION TO BID (ITB) 21-007

Panther Parkway Mowing

Pre-Solicitation

x Meeting: None Scheduled for this solicitation

Location: N/A

Request for

✓ Information Deadline: February 12, 2021, prior to 5:00 PM

✓ Submission Deadline: Tuesday, February 23, 2021, prior to 3:30PM

Advertisement Date: Saturday, January 30, 2021 and February 6, 2021

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HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS Purchasing Division

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 Division ("Purchasing Division") for:

ITB NO. 21-007 Panther Parkway Mowing

This bid is for work in the right-of way and retention ponds mowing/maintenance which includes approximately 26 acres for regular scheduled service and an additional approximately 6 acres for service in a separate schedule.

Specifications may be obtained by downloading from our website: www.HighlandsFL.Gov, or on www.VendorRegistry.Com. Questions should be directed to: Chris Davis, Purchasing Manager, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or E-Mail: cmdavis@highlandsfl.com

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

Bids may be provided in one of two methods, either by mail **or** by electronic submittal. Electronic submittal may be uploaded into VendorRegistry.com with access through the County website at www.highlandsfl.gov. Vendors can register through the County's website which should provide free access for uploading a proposal on Vendor Registry. **Or** bids can be sent by mail in a hard copy format (and electronic copy) to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870. Each mailed in submittal shall include one (1) original proposal packet and one (1) exact electronic copy (CD or thumb drive) of the bid packet.

PROPOSALS MUST BE UPLOADED on Vendor Registry or DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 by no later than 3:30 P.M., Tuesday February 23, 2021_± at which time they will be opened. The public is invited to attend this meeting. Bids mailed in must have envelopes sealed and marked with the Bid number and name to identify the enclosed Bid. Bids received later than the date and time specified will be rejected. No emailed bids will be accepted.

Each mailed submittal shall include one (1) original hard copy and one (1) exact paper copy (total of 2 paper copies) and one (1) exact electronic copy (thumb drive) of the BID submission packet.

The County will not be responsible for the late deliveries of responses that are incorrectly addressed, delivered in person, by mail or any other type of delivery. One or more County Commissioners may be in attendance at the bid opening.

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 October 1, 2017.

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 ranking of each Bid. The Board 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 Rebecca Cable, 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

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, services, 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.gov5. All Bids shall become the property of the County.
- B) 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.

Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:

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, Florida Statutes, 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.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) 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 or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

- (2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. <u>215.4725</u>, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 1. Is 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. <u>215.473</u>; or 2. Is engaged in business operations in Cuba or Syria.
- (5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company 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. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VI, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.

- C) Bids are due and must be received in accordance with the instructions provided in the invitation to bid.
- D) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- E) 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 in Section V of this ITB for additional information and clarification.
- F) 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.

- G) 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.
- H) 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.
- I) 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.
- J) 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.
- K) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- L) 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.
- M) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- N) 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. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- O) 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.
- P) Each Bid must contain proof of enrollment in E-Verify.
- Q) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- R) 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

- S) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in 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.
- T) 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.
- U) 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.
- V) 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.
- W) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- X) 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.
- Y) 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.
- Z) 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 Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.Highlandsfl.gov under "current solicitations" found on the Purchasing Departments page or directory. 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.
- AA) <u>AFFIRMATION</u>: 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.
- BB) <u>COUNTY EMPLOYEES / CONFLICT OF INTEREST:</u> 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.
- CC) <u>MISUNDERSTANDINGS</u>: 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.

- DD) <u>ASSIGNMENT OF CONTRACT</u>: 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.
- EE) <u>COMPLAINTS:</u> 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.
- FF) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section VIII of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section IX of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- GG) <u>EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK:</u> 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.
- HH) <u>DOCUMENTATION RESULTING FROM SERVICES RENDERED:</u> 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.
- II) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree to allow the City of Sebring, Florida and other local government agencies to purchase the Services for the same conditions and at 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 and 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.

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. <u>Workers' Compensation Insurance</u>: 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. <u>Commercial Automobile Liability Insurance</u>: 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.
 - 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" shall 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.

-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) <u>BASIS OF AWARD</u>: The bid is to be awarded the lowest responsive bid determined by the Total Bid Amount.
 - 1. 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 pursuant to this Agreement/Contract:
 - a. The contract will be utilized on an as-needed basis. No amount purchase is guaranteed upon the execution of an Agreement/Contract.
 - b. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - c. This contract 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.
 - d. 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.
 - e. The County reserves the right to add or delete, at any time, and or all material, tasks, locations or services associated with this Agreement/Contract. The County also reserves the right to negotiate additional related services as needed.
 - f. Should the item be not available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item is obtained.
- B) MINIMUM QUALIFICATIONS below are to be provided with the submission package:
 - 1. Registered to do business with the Division of Corporations. A printout from www.Sunbiz.org which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status.
 - 2. Minimum of three (3) years of successful experience for specified work. The "Sunbiz.org printout" and reference responses will be utilized to confirm operation for this requirement.
 - 3. Contractor shall submit a list of all current workload and schedule, staffing and evidence of capability to perform this work.
 - 4. Contractor shall provide a list of all equipment currently owned or leased and available for this work
 - 5. Chemical Applicator license(s) and/or certifications as required by Federal, State, and/or County Governments, is required.

C) TERM:

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 thirty-six (36) months** from the date of the Board approval. Upon mutual agreement of the parties, the contract may be **renewed for two (2) one (1) year terms**, at the same pricing. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

D) REFERENCES:

1. Provide a summary of three (3) commercial account references. Include name of account, address, telephone number, email address, contact person, dates of service, square footage treated, reason for ending service if applicable.

SECTION V. 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:

Chris Davis, Purchasing Manager Highlands County Purchasing Division 600 South Commerce Avenue, Sebring, FL 33870 Phone: (863) 402-6528; Email: cmdavis@highlandsfl.gov

SECTION VI. 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.

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SECTION VII. SCOPE OF WORK AND SPECIFICATIONS

- a. <u>PURPOSE</u>: The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to secure an annual bid for Parkway mowing services. Awarded Contractor will provide right-of-way mowing/maintenance for an area that is approximately 32 acres. Parkway Phase III mowing areas run from and include the following:
 - 1. The first roundabout at the Sebring Parkway intersection up to and including the roundabout intersection at Memorial Drive and College Drive; and
 - 2. Manatee Drive from the intersection of the Parkway to the North, to the end.
 - 3. The east side of Lake Denton Rd. from the retaining wall to the north to the Lake Denton ninety curve and all retention ponds specified on the map. The intent of this specification is to obtain a bid for the right-of way mowing/maintenance and retention ponds, approximately 26 acres (shaded in green on the maps), and the additional property, approximately 6 acres (shaded in red) as described below.
- b. <u>PURCHASE ORDER</u>: The awarded Contractor shall not proceed with delivery of service (or ordering of goods where applicable) until receipt of purchase order. A purchase order number will be provided for work required to be done during this bid period.
- c. <u>CHANGE ORDER(S)</u>: The Contractor shall have approval from the County in writing prior to commencement of any change order.
- d. PROJECT MANAGER: Mr. Chris Pruzinsky (HCBCC; Road and Bridge Department)
- e. <u>FAILURE TO PERFORM</u>: Failure to complete the delivery as ordered and scheduled will result in written notice to the Bidder terminating its rights to proceed as to the purchase order. Bidder shall not, however, be responsible for delays in service due to:
 - Unavoidable mechanical breakdowns
 - Strikes
 - Acts of God
 - Fire

Provided that Highlands County Purchasing Manager is notified in writing by the Bidder 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.

f. INVOICING / COMPENSATION:

A) 1. Contractor shall submit detailed invoices to the Road and Bridge Department within 5 business days from accepted delivery of the pipe(s). A delivery is "acceptable", in the sole discretion of the County, if the delivered products meet the specifications of the ITB and the delivery is timely and otherwise in conformance with the requirements of this ITB. If there are any apparent defects in the materials at the time of delivery, County will promptly notify Contractor. Without limiting any other rights to which it may be entitled, County may require Contractor, at Contractor's expense, to repair or replace the nonconforming or

- damaged goods, refund the price of any of the nonconforming or damaged goods, or accept the return of any or all of the nonconforming or damaged goods.
- 2. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes and the Highlands County Prompt Payment Act.
- g. There will be no fuel price adjustments for this contract.
- h. The Contractor shall supply all materials, equipment, vehicles, and personnel needed to provide the service in accordance with these specifications. The Contractor shall have fully acquainted and familiarized themselves with requested specifications and terms set forth in this Bid. Contractor shall maintain equipment to provide proper cutting of grass.
- i. All mowing, trimming, chemical spraying, edging, and care will be monitored by a named County contact person and the Contractor will notify the contact person within 24 hours of completion of each cycle for inspection.
- j. 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.
- k. Hours of operation will be from sunrise to sunset, EXCEPT Sundays and holidays as identified by the County.
- I. While it is recognized that some of the actual right of way areas may be being mowed by the adjacent home owner, the area is the responsibility of awarded vendor and may still require mowing, weed eating, and/or other clean up.
- m. 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.
 - n. During the months of September through May, Contractor shall mow and maintain the area shaded in green on a three-week cycle, unless otherwise directed by the County, with the same requirements as described for the summer months.
 - o. During the summer months, which are defined as June, July and August, Contractor shall mow and maintain the areas shaded in green on a two-week cycle. Areas in red on the map only need mowing every other month or six (6) times a year. Grass shall be cut to a maximum 3". Contractor shall perform weed eating (and herbicide applications as described below) around all fences, guardrails, signs, sidewalks, concrete mattress, curbing, traffic separators etc., in all areas and shall mow all ponds and perform weed eating around fencing. The Contractor shall also keep all fences free of plants and weeds. Contractor shall edge sidewalks and medians and spray as needed. The Contractor shall keep all sidewalks clear of plants and trees to a height of 7 to 8 feet. Contractor shall remove all plants and weeds and all debris from mowing. Contractor shall pick up and properly dispose of all trash before mowing.
 - p. The Contractor shall be responsible for instructing his employees in all safety measures. All equipment used by the Contractor shall be maintained in a safe operating condition

providing good clean grass cuts. All safety covers and other protective parts of all equipment shall be in place at all times unless a qualified mechanic is working on the machine. The equipment shall at all times be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. All employees shall wear proper personal protective equipment while working on County property.

- q. 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 these specifications and any resulting contract documents.
- r. 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.
- s. Contractor agrees to conform to any and all State and Federal regulations pertaining to chemicals, including Chapter 442, Florida Statutes, commonly referred to as the "Florida Pesticide Law", and to assist Highlands County in doing so.
- t. All debris, construction scrap, landscape or tree trimmings, created by the Contractor, shall be disposed of at Highlands County's designated landfill facility at the Contractor's expense.
- u. Chemical herbicides such as 2-4-D Amine and/or Glyphosate will be used however; the contractor must be licensed to use chemicals if such requirements exist. Awarded vendor must 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.
- v. Blowing grass off roadway is not required, however grass on all sidewalks and curbing is required to be blown or swept off.
- w. Overhanging trees and plants must be trimmed above sidewalks at a clearance height of at least 7-8 feet above sidewalk or ground.
- x. Chemical herbicides shall be applied by Contractor twice a year. The first application shall occur during the month of May. The second application shall occur in late August. Spray sites include, but are not limited to: (I) in between sidewalks, (2) where concrete curb meets asphalt travel lanes, (3) around catch basins and inlets, (4) around guardrail, (5) around erosion control mattress, (6) along fence rows, (7) around signal poles, sign poles, utility poles, etc. The two required chemical applications shall be incorporated into Contractor's average "cost of mowing per cut" bid price. These services shall not be invoiced separately.
- y. Contractor shall repair at Contractor's cost and expense, all damage to property resulting from Contractor's performance of this work.
- z. Areas under the fence and around the fence posts must be maintained.

AREA TO BE MOWED AND MAINTAINED

Maps of the mowing and maintenance locations are attached.

MOWING OF RETENTION AREAS

Anything inside and under the fenced in areas must be mowed. Anything alongside the roadway adjacent to any street must be mowed.

-END OF SECTION-

SECTION VIII. 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.

_	circle		
Forms	one		
LOCAL COMPLIANCE FORMS			
Official Bid Submittal Form: include acknowledgement of all addenda, original signature	Required	YES NO)
Drug-Free Workplace Certification, F.S. 287.087	Required	YES NO)
Public Entity Crimes Sworn Statement, F.S. 287.133	Required	YES NO)
Discrimination Certification, F.S. 287.134	Required	YES NO)
Scrutinized Companies Certification, F.S. 287.135	Required	YES NO)
E Verify Certification	Required	YES NO)
Local Preference Affidavit of Eligibility	If applicable	YES NO)
MISCELANEOUS DOCUMENTATION			
Sunbiz.org Print out for Bidder/Proposer FEI/EIN Number		YES NO)
Acord Insurance Form (sample copy of Certificate of Insurance)		YES NO)
Women / Minority Business Enterprise Certification	If Applicable	YES NO)
References Provide a Summary and "Project Confirmation Survey" for three (3) commercial references	Required	YES NO)
Licenses, Certifications: Chemical Applicator license(s) and/or Certification Business Licenses from FL Dept. of Agriculture 	Required upon request	YES NO)

OFFICIAL BID SUBMITTAL FORM

BID SUBMITTED TO:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING DIVISION

	SOLICITATION IDENTIFICATION: ITB 21-007 SOLICITATION NAME: Panther Parkway Mowing								
Sub	MITTED BY:								
Bidder's Name					<u> </u>				
Bidder's Authorized Representative's Name and Title									
Bidder's Address 1									
			Bidder's	Address 2					
			Contact's	Name and Title (F	Print)				
			Contact's	E-mail Address					
			Contact's	Phone Number					
			Dun's Nu	ımber					
			Employe	r Identification Num	nber/Federal Empl	oyer Identification	(as shown on Sun	biz.org)	
BIDE	DER IS: (CHEC	CK ONE)		ndividual Limited Liability Cor	mpany	Partnership	Corporation Joint Venture	e*	
			*Each	joint venture	er must sign	 . The mann	l er of signing	g for each	
				dual, partners	-	-		-	
				re should be propriate for			above for a	in individual	or
			ti io ap	propriate for	in or oridity.				
B W		xamined and	d carefully st	sents that: udied the ITB r should inser					
	Addenda	Date	Addenda	Date	Addenda	Date	Addenda	Date	7
	Number	Issued	Number	Issued	Number	Issued	Number	Issued	
									1
lt	is the sole r	esponsibili	ty of the bid	lder/propose	er to check t	the Purchas	ing web-site	e for any ad	ldenda

issued for this solicitation prior to submitting a bid.

BID SUBMITTAL FORM (continued)

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 services on an "as needed" basis. 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.

COST FOR MOWING AND MAINTENANCE PER CUT 26 Acres shown in green: <u>S</u>									
COST FOR MOWING AND MAINTENANCE PER CUT 6 Acres shown in red: \$									
• Exceptions	NTto Bid (if any):		\$						
•	ontract suspended or								
SUBMITTED ON: COMPANY:		20							
SIGNATURE:	Bidder's Authorized Representative		(Seal)						
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

1.	This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS						
	by						
	[Print individual's i	name and title]					
	for						
	[Print name and state of incorporation or other fo	rmation of the entity submitting this sworn statement]					
	whose business address is	and					
	whose Federal Employer Identification Number (referred to as "Bidder")	FEIN) is (hereinafte					
2.	CERTIFICATION Bidder hereby certifies that at the time of its Bid the The program meets the requirements of Section 287	e Bidder has a drug free workplace program in place 7.087, Florida Statutes.					
	ERY, A PUBLIC RECORD.	ON 287.087, FLORIDA STATUTES, AND IS, UPON					
	Print Name:	Date:/					
	OF IY OF						
	, as	e me this day of, 20, by					
	as identification [].	nalf, who is either personally known to me [] or has produced					
	(AFFIX NOTARY SEAL)	Signature: Print Name: Notary Public, State of Commission No My Commission Expires:					

PUBLIC ENTITY CRIMES

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 <u>FLORIDA</u> } ss COUNTY OF}	
Before me, the undersigned authority, personally appeared me first duly sworn, made the following statement:	who, being by
1. The business address ofis	(name of bidder or contractor),

- 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.)

PUBLIC ENTITY CRIMES (continued)

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, 20	
STATE OF	
COUNTY OF	
Sworn and subscribed before me in the State and Co, 20	ounty first mentioned above on the day of
	Signature:
	Print Name:
(AFFIX NOTARY SEAL)	Notary Public, State of
	Commission No
	My Commission Expires:

DISCRIMINATION CERTIFICATION

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

1.	This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS						
	_ by	[Print individ	ual's name and title]				
	for						
	[Print name and state of	incorporation or otl	ner formation of the ent	ity submitting th	is sworn statement]		
	whose business address is				and		
	whose Federal Employer referred to as "Bidder")	Identification Num	ber (FEIN) is		(hereinafter		
2.	CERTIFICATION Bidder hereby certifies that a list by the Department of Ma			en placed on the	e discriminatory vendor		
	CERTIFICATION IS MADE ERY, A PUBLIC RECORD.	PURSUANT TO S	ECTION 287.134, FL	ORIDA STATU	TES, AND IS, UPON		
		Print Name:		Date:			
	OF Y OF						
	The foregoing Certification						
		, on	its behalf, who is either p				
	as identif	ication [].	Print Name: Notary Public Commission	c, State of No sion Expires:			

SCRUTINIZED COMPANIES CERTIFICATION

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES SCRUTINIZED COMPANIES CERTIFICATION

	_ by	[Print indivi	dual's name	and titlel		
	for					
	[Print name and state of incor	poration or o	ther formation	on of the ent	ty submitting th	is sworn statement]
	whose business address is					and
	whose Federal Employer Iden referred to as "Bidder")	tification Nu	mber (FEIN	l) is		(hereinafter
	CERTIFICATION Bidder hereby certifies that at the in Sudan List or the Scrutinized (it does not have business operat in a boycott of Israel. CERTIFICATION IS MADE PURS/ERY, A PUBLIC RECORD.	Companies w ions in Cuba	th Activities or Syria. Bi	in the Iran F idder also he	Petroleum Energ reby certifies tha	y Sector List, and that at it is not participating
		Print Name:				
	E OF NTY OF					
	The foregoing Certification was	, as			, the duly	authorized officer of
has pr	oduced	as identi	fication [].		, p	, []
(AFFI)	X NOTARY SEAL)	Nota Com	Name: ry Public, St mission No.	tate of Florid	a	

E-VERIFY CERTIFICATION

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

	by Driet is dividue	al's name and title]
	for [Print name and state of incorporation or other	er formation of the entity submitting this sworn statement]
	whose business address is	and
	whose Federal Employer Identification Number referred to as "Bidder")	er (FEIN) is (hereinafter
2.		the Bidder participates in the United States Citizenship and n, and does not knowingly employ, hire for employment, or
	Bidder's E-verify Company ID #:	
THIS	CERTIFICATION IS, UPON DELIVERY, A PUBLIC	C RECORD.
	Print Name:	Date:/
	E OF TY OF	
	The foregoing Certification was sworn to be	pefore me this day of, 20, by
	, on its as identification [].	s behalf, who is either personally known to me [] or has produced Signature: Print Name:
	(AFFIX NOTARY SEAL)	Notary Public, State of

LOCAL VENDOR AFFIDAVIT

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

1.	This sworn statement is	submitted to HIGHLAN	DS COUNTY BOAR	RD OF COUN	NTY COMMISSIONERS
	by				
		[Print indi	vidual's name and	title]	
	for	rint name of Company	0 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	۲۱	rint name of Company	Individual submittir	ng sworn state	ementj
	Whose business addres	ss is			
	(If applicable) its Federa	al Employer Identification	on Number (FEIN) i	s	
	(If the entity has no F statement):				ridual signing this Sworn
2.	within Highlands Co	al has had a fixed office	(12) months immed	liately prior to County.	and having a street address the issuance of the request
	B. Contractor/Individuation the Municipalities:	al holds business licen	se required by the	•	or if applicable,
	primary residence i	s in Highlands County,	or, if the business l	has no emplo nose primary i	e-time employees whose byees, the business shall residence is in Highlands
				YES	_ NO
PARAG	RSTAND THAT THE SU RAPH 1 (ONE) ABOVE I DERED PUBLIC RECOR	S FOR THAT PUBLIC			
		[Signature and Da	te]		
	: OF				
Subscri	bed and sworn before me	e, the undersigned nota	ry public on this	day of	, 20
NO	TARY PUBLIC	SEAL	Commi	ssion Expirat	ion Date



STATEMENT OF NO BID

We, the un	dersigned, 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:	

Sealed Submission Label if bid sent by mail. Not required for electronic submittal.

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: Attn. Purchasing

(863) 402-6500

PLEASE PRINT CLEARLY



SEALED BID/PROPOSAL DOCUMENTS DO NOT OPEN

SOLICITATION NO.: ITB 21-007

SOLICITATION TITLE: Panther Parkway Mowing

February 23, 2021 DATE DUE:

TIME DUE: Prior to: 3:30 PM

SUBMITTED BY:

(Name of Company)

e-mail address

Telephone

Highlands County Board of County Commissioners **DELIVER TO:** Attn: Purchasing Department, 2nd Floor

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.