

Purchasing Division

INVITATION TO BID (ITB)

19-019

DITCH CLEANING, ISTOKPOGA WATERSHED DISTRICT

February 2019

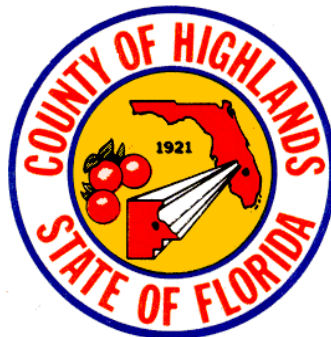


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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Division

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. 19-019 DITCH CLEANING, ISTOKPOGA WATERSHED DISTRICT

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

A PRE-BID meeting will not be held for this solicitation. Each submittal shall include one (1) original and one (1) exact electronic copy (CD’s or thumb drives) of the BID submission packet. BIDS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave., Sebring, FL 33870 so as to reach that office no later than **3:30 P.M., March 26, 2019**, at which time they will be opened. The public is invited to attend this meeting. Bid envelopes must be sealed and marked with the ITB number and name so as to identify the enclosed bid. Bids received later than the date and time as specified will be rejected. The Board 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 service. 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 Board 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 in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hcbcc.org. 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.hcbcc.net

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 the purchase orders issued by the County in performance of the Scope of Work. Terms and Conditions for the County purchase orders (as referenced herein, the purchase order terms and conditions are the "contract") can be found at the County's website: <http://bit.ly/POTerms>.

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.

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 215.4725, 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 Section 215.473; 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.

- D) Bids are due and must be received in accordance with the instructions given in the announcement page.
- 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 in Section IX of this ITB for additional information and clarification.
- G) Due care and diligence has 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 Division. 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 with documentation of such authority included with Bid submission.
- N) 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" 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 and meet a minimum financial AM Best company 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.

O) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this

Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P) 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.
- Q) 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.
- R) Each Bid must contain proof of enrollment in E-Verify.
- S) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T) 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
- U) 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.
- V) 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.
- W) 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.
- X) 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.
- Y) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Z) 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.

AA) 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.

-END OF SECTION-

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.

-END OF SECTION-

SECTION III. ADDITIONAL TERMS AND CONDITIONS FOR ITB 19-019

- A) **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.hcbcc.net. 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.
- B) **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; 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.
- C) **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.
- D) **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.
- E) **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.
- F) **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.

- G) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section IX of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section X of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- H) 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.
- I) 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.
- J) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that the submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same contract price, and for the same effective period pertaining to this ITB. If other local government agencies desire to accept this invitation, and make an award thereof, the other local government agencies shall accept the invitation and make an award thereof independently of Highlands County. Each governmental agency, Highlands County and the other local government entities, shall each be responsible for their own purchases and each shall be liable for materials and services ordered and received by each governmental entity. Neither agency assumes any liability for the other agency's actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of other government agencies to competitively procure any or all items.

-END OF SECTION-

SECTION IV. SPECIFICATIONS FOR ITB 19-019

- A) PURPOSE: County seeks a Contractor to provide for ditch cleaning services for the Istokpoga Watershed District. Awarded Bidder will provide the removal of grass and aquatic weeds from the Canal System and Ditches within the Istokpoga Marsh Watershed District and the removal and disposal of sediment and debris build up as needed.
- B) TERM OF BID: The term of this award shall be from the date of award through September 30, 2020. Upon mutual agreement of the parties, the award may be renewed for four (4) one (1) year terms, at the same pricing. Contractor must provide the County 90-days' notice of intent to not renew the award at the same price.
- C) MANDATORY PRE-BID MEETING: No mandatory pre-bid meeting will be held for this ITB.
- D) BID DUE DATE AND LOCATION: Bids are due as indicated on the Invitation to Bid page 3.
- E) PROJECT MANAGER: This project is managed for the County by Sarah Albritton (County Budget Analyst II/NAV).
- F) INSURANCE: Contractor shall have and provide proof of insurance as set forth in the General Terms and Conditions, subsection N of Section I of this ITB.
- G) INVOICING / COMPENSATION:
1. Contractor shall submit detailed monthly invoices with days and hours and equipment used each day. The invoice must be sent within five (5) business days from month end. If there are any apparent defects in the work or material 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 correct any nonconforming workmanship.
 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.
- H) EQUIPMENT: The Watershed District is comprised of approximately twenty-nine (29) miles of ditches and structures. All dikes and roadways are suitable for machine travel. In order to lessen damage to the existing dikes the following guidelines have been established as to the type of equipment that may be used for this project. The approved type of equipment is:
- (i) Track/Excavator w/50' Boom reach & 1 ¼ bucket capacity – minimum
 - (ii) Machine weight not to exceed 50,000 lbs.
 - (iii) Tracks: Ground pressure should be no more than (6-7 P.S.I.) with 36" tracks
 - (iv) Machine travel speed - 2-3 miles per hour minimum

- (v) Machine engine size, no less than 125 horse power

The successful bidder shall be required to have their equipment and operator at the work site, ready to commence work within 48 hours of notice to proceed or 24 hours of an immediate (emergency) notice to proceed. Successful bidder must have a 4-wheel drive vehicle that is capable of transporting fuel to the Backhoe/Excavator for refueling at the work site.

- I) DISPOSAL: Disposal of debris shall be by spreading debris evenly along the top of the canal bank.
- J) PRICING: Bids must be submitted on an hourly basis only. No specific hours are guaranteed. Work on this project will be on an “as needed” basis only. The bid price must include the cost of all labor, materials, and equipment that will be necessary to complete each project. No other charges will be allowed or paid by Highlands County.
- K) COORDINATION: All work to be done must be coordinated through the Highlands County NAV Department, contact number 863-402-6843. Upon completion of each project, the successful bidder shall contact the NAV Department for scheduling an inspection and approval. (see G above)
- L) PROJECT MANAGER: The Budget Manager of the Highlands County Office of Management and Budget or the designee of the Budget Manager shall be deemed the “Project Manager” for this Contract.
- M) FAILURE TO PERFORM: 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.

- N) The County will grant the selected Contractor suitable access to the site for both equipment and for personnel during normal working hours. (Hours are Monday through Friday 7:30 am – 5:00 pm, excluding holidays.)
- O) Contractor shall hold all permits, licenses, and certifications and comply with all laws, ordinances, rules, and regulations, applicable to the work required herein as well as to all equipment, vehicles, or persons used in performing the work, including but not limited to laws,

rules, ordinances, and regulations applicable to cleaning ditches. Any of the Contractor's personnel or subcontractors who perform services shall be lawfully permitted, licensed, and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor's failure to obtain and maintain required permits, licenses, and certifications shall be borne by Contractor. All fees, permits, certifications and licenses are the responsibility of the Contractor and are included in Contractor's Bid price.

- P) Bidder shall provide its full legal name, and identify all ownership interests as part of its Bid.
- Q) Contractor shall provide all equipment and labor for the services under this ITB.
- R) Contractor retains all responsibilities for the safety and welfare of their employees and any subcontractors they may use. Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this ITB. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

-END OF SECTION-

SECTION V. BID SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT IDENTIFICATION: ITB 19-019 – DITCH CLEANING, ISTOKPOGA WATERSHED DISTRICT

BID SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS – PURCHASING DIVISION

BID SUBMITTED BY: _____
Bidding Firm's Name

Bidding Firm's Address 1

Bidding Firm's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

In submitting this response, BIDDER represents that:

- BIDDER has examined and carefully studied the ITB Documents and the following Addenda (receipt of all which is hereby acknowledged). Bidder should insert date of the Addendum and Addendum Number in boxes below:

Date	Number	Date	Number	Date	Number	Date	Number

BID SUBMITTAL FORM (continued)

- The following documentation is included with this Bid:

Document	Check if included or circle one		
Completed Bid Form and Price Sheet (page 17-20)	Required	YES	NO
Documentation of authority for individual signing the Bid to commit the Bidder (page 8) example: Sunbiz printout showing officers or corp docs	Requested	YES	NO
Drug-Free Workplace Certification (page 21)	Required	YES	NO
Public Entity Crimes Sworn Statement (page 22-23)	Required	YES	NO
Discrimination Certification (page 24)	Required	YES	NO
Scrutinized Companies Certification (page 25)	Required	YES	NO
Acord Insurance Form (sample copy from Bidder showing insurance they carry)	Required	YES	NO
E Verify Certification (page 26)	Required	YES	NO
Local Preference Affidavit (page 27)	If Applicable	YES	NO
Women / Minority Business Enterprise Certification	If Applicable	YES	NO
Statement of Indemnification (page 28)	Required	YES	NO

PRICING

Price	
Cleaning grass and aquatic weeds only from ditches:	/hour
Cleaning grass, aquatic weeds, sediment and debris from ditches:	/hour

- Exceptions to Bid: Please attach a separate paper to discuss each exception, or list below.

BID SUBMITTAL FORM (cont.)

- LIST ALL EQUIPMENT, INCLUDING BACK-UP UNITS, USED TO FULFILL THE REQUIREMENTS OF THIS BID (Use extra sheet if necessary). This list must include backup equipment.

- LIST THREE (3) PREVIOUSLY COMPLETED JOBS OR PRESENT CONTRACTS FOR REFERENCE

Company Name	Contact	Email	Phone #	# of years providing services

- LIST OF ANY TERMINATED CONTRACTS DUE TO NON-PERFORMANCE, IF APPLICABLE

BID SUBMITTAL FORM (cont.)

- 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; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder 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.

SUBMITTED ON: _____, 20_____.

COMPANY: _____

SIGNATURE: _____ (seal)

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SECTION VI. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
ITB 19-019**

**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: _____

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: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES
ITB 19-019**

**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: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

ITB 19-019

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 _____, 2017, 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: _____

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

ITB 19-019

**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 [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

**SECTION VII. 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

SECTION VIII.STATEMENT OF INDEMNIFICATION

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement (where the "Agreement" is the specifications of the ITB and the Bid accepted by the County) or work performed under or related to the Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the County-accepted price as shown in Contractor's Bid or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

It is agreed by the undersigned Contractor that they accept the above conditions:

FOR THE CONTRACTOR:

BY _____

Printed Name and Title

STATE OF FLORIDA, COUNTY OF _____

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

Personally known _____ OR Produced identification _____(Type of Identification)

(Signature of Notary Public)

SEAL

(Commission Expiration Date)

SECTION IX. 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:

*Mrs. Chris Davis, Purchasing Manager
Highlands County Purchasing Division
600 South Commerce Avenue, Sebring, FL 33875
Phone: (863) 402-6528; Email: cmdavis@hcbcc.org*

SECTION X. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on Monday, March 18, 2019 to the contact referenced in Section IX above.

---END OF ITB---