



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

***Purchasing Department***

600 S. Commerce Ave.

Sebring, FL 33870

Purchasing Main Line: (863) 402-6500

Purchasing Designated Contact: Kelli Bronson, Purchasing Analyst

Direct Line: (863) 402-6528

E-mail: [purchase@highlandsfl.gov](mailto:purchase@highlandsfl.gov)

**INVITATION TO BID (ITB)  
23-020-KSB**

**SOD**

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| <b>Pre-Solicitation Meeting:</b>         | None   |
| <b>Location:</b>                         | N/A  |
| <b>Request for Information Deadline:</b> | Wednesday, July 26, 2023, prior to 5:00 PM       |
| <b>Submission Deadline:</b>              | <b>Tuesday, August 8, 2023, prior to 3:30 PM</b> |

**Advertisement Date: Saturday, July 8, 2023**  
**Second Advertised Date: Saturday, July 15, 2023**



HIGHLANDS COUNTY BOARD OF  
COUNTY COMMISSIONERS  
*Purchasing Department*

**INVITATION TO BID (ITB)**

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

**ITB NO. 23-020-KSB SOD**

Specifications may be obtained by downloading from our website <http://www.HighlandsFL.gov> or on <http://www.VendorRegistry.com>. Questions should be directed, in writing, to: **Kelli Bronson, Purchasing Analyst**, 600 S. Commerce Ave. 2<sup>nd</sup> Floor, Sebring, Florida 33870, E-mail: [purchase@highlandsfl.gov](mailto:purchase@highlandsfl.gov).

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

**SUBMISSIONS MUST BE DELIVERED** to the Purchasing Department, 600 S. Commerce Avenue, Sebring, FL 33870 to reach said office **no later than 3:30 P.M. Tuesday, August 8, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

**Electronic Submission** to the County website, [www.highlandsfl.gov](http://www.highlandsfl.gov), which directs to the advertising mechanism [www.vendorregistry.com](http://www.vendorregistry.com), in one all-inclusive Adobe file of all documents. **Label the file “23-020 Bidder Name”**

**OR**

**Hard Copy Submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, Solicitation number, and Title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink) of the response, and electronic copy (thumb drive) containing **one all-inclusive ADOBE file** of the original response. **Label the file “23-020 Bidder Name”**

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

The public is invited to attend this meeting.

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

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

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

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact the ADA Coordinator at: 863-402-6809 (Voice), or via Florida Relay Service 711, or by e-mail: [hrmanager@highlandsfl.gov](mailto: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](http://www.Highlandsfl.gov)

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## SECTION I. GENERAL TERMS AND CONDITIONS

- A) For purposes of this ITB, the following terms are defined as follows:
1. *Bidder* means the person or entity submitting a Bid in response to this ITB.
  2. *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
  3. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
  4. *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located in the County's website at the following address:  
[https://www.highlandsfl.gov/departments/business\\_services/purchasing/po\\_terms\\_and\\_conditions.php](https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php).
- B) All Bids shall become the property of the County.
- C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.
- D) Bids are due and must be received in accordance with the instructions provided in the Invitation to Bid.
- E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F) Bidders, their agents, and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent or volunteer other than the individual listed on the cover of this ITB for additional information and clarification.
- G) Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.

- I) Each Bidder is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any, and all Bids in whole or in part, with or without clause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any, and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- N) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- O) The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgements or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.
- P) If submitting Bids or Proposals for more than one ITB or Request for Proposals (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.
- Q) Each Bid is to contain proof of enrollment on E-Verify.

- R) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- S) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00.
- T) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in a sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- U) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- V) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- W) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any, and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- X) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Y) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is Highlands County, Florida.
- Z) If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- AA) ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case-by-case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, [www.Highlandfl.gov](http://www.Highlandfl.gov). It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.

- BB) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that the Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- CC) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- DD) MISUNDERSTANDINGS: The failure or mission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- EE) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- FF) COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- GG) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) cut-off date stated on the cover of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- HH) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work," unless otherwise specified.

- II) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- JJ) OTHER ENTITIES (“PIGGYBACKING”): All Bidders submitting a bid to this ITB agree that this submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring or other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder’s response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases, and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies’ actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.
- KK) ITB CONTACT INFORMATION: All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Purchasing Department representative listed on the cover page of this solicitation.
- LL) 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.
- MM) PURCHASE ORDER: The awarded Bidder(s) shall not proceed with any work until receipt of a County-issued purchase order and the approval of the County Project Manager.
- NN) INVOICE/COMPENSATION: Contractor shall submit detailed invoices to the County within five (5) business days from monthly work completion.

**-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.
- H. In the event of a mathematical error, the unit price shall prevail.
- I. Items marked as "Product Only", "No Substitution", or "Equivalent", etc., shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the County.
- J. Public Record
  - a. Pursuant to Florida Statutes, Section 119.0701

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

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

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

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### 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. 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.
2. 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.
3. 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.
4. Special Requirements / Evidence of Insurance:
  - a. A copy of the Bidder's current certificate of insurance **is to** 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 include the following:**
    - (1) Certificate Holder: Highlands County Board of County Commissioners, 600 S. Commerce Ave., Sebring, FL 33870.
    - (2) Additional Insured verbiage: "Highlands County, A Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall all be named as an "Additional Insured" on all policies except Workers' Compensation and Professional Liability.
    - (3) Notice of Cancellation: 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.

(4) Waiver of Subrogation: 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.

- 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.
5. Renewal:
- a. In the event the insurance coverage expires prior to termination of the contract entered 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 Avenue, Sebring, Florida, 33870 or e-mailed to: [purchasing@highlandfl.gov](mailto:purchasing@highlandfl.gov).

**-End of Section -**

## SECTION IV. SPECIAL TERMS AND CONDITIONS

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

- A. BASIS OF AWARD: The bid is to be awarded to the lowest responsive and responsible bidder based on the Grand Total of the bid form.
- a. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided: Rates and all other negotiated expenses will remain in effect throughout the duration of the award period.
  - b. This award does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
  - c. All pricing shall be all inclusive to include, but not limited to, licensing, material, labor, travel, shipping, handling, or delivery, return and incidentals, as applicable, to provide the service described.
  - d. Should the service not be available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the service is obtained.
- B. TERM: 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 **one (1) year from the date of the Board approval**. Prices shall remain firm for this period. Upon mutual agreement of the parties, the contract may be **renewed for three (3) one (1) year terms**, at the same terms and conditions set forth in the ITB. A Price Adjustment Clause is included in this solicitation. Pricing will be reviewed at the anniversary date thereafter. The contract will include a thirty (30) day termination for convenience clause for termination by the County.
- C. INVOICING/COMPENSATION:
1. Contractor shall submit detailed invoices to the Road and Bridge Department within five (5) business days from County's accepted delivery of the Sod.
  2. All invoices submitted by Contractor must contain a purchase order number and signed receipt tickets. Invoices received for payment without a purchase order number or without signed tickets will not be paid.
  3. Pricing shall be all-inclusive.
- D. PURCHASE ORDER: The County Purchasing Department will issue purchase orders for the materials needed during the contract period. A Bidder's submission of a bid in response to this ITB constitutes the Bidder's agreement to the terms and conditions of County purchase orders. Those terms and conditions are on the County's website under Purchasing Department. The awarded Bidders shall not proceed with delivery (or ordering of goods where applicable) until receipt of

purchase order.

**-END OF SECTION-**

**SECTION V. SCOPE OF WORK AND SPECIFICATIONS**

A. PURPOSE: County seeks Contractor to provide sod, Argentina Bahia Grass or Floratam Grass (referenced herein as the "Sod"), on an "as-needed" and "as-requested" basis pursuant to the specifications of this ITB.

B. PROJECT MANAGER: This project is managed for the County by Mr. Jonathan Harrison (Director of the Road and Bridge Department).

C. Bidders shall have fully acquainted and familiarized themselves with requested items and all specifications and terms set forth in this Bid.

B) ORDERING: The County will order Sod on an "as needed" and "as requested" basis from time to time.

C) Bid: Bidders shall provide multiple quotes, as follows:

1) Argentina Bahia Grass:

- a) Sod only
- b) Sod hauled and laid in place
- c) Sod hauled, laid in place, and rolled

2) Floratam Grass

- a) Sod only
- b) Sod hauled and laid in place
- c) Sod hauled, laid in place, and rolled

References to "Sod" in this ITB mean Argentina Bahia Grass and Floratam Grass.

D) PRODUCT SPECIFICATIONS:

1. **Argentina Bahia Grass**: It shall be well matted with roots. The Sod shall be taken up in commercial size rectangles twelve (12) inches by twenty-four (24) inches or larger and at least one and one-quarter inches (1 1/4") thick.
2. **Floratam Grass**: It shall be well matted with roots. The Sod shall be taken up in commercial size rectangles twelve (12) inches by twenty-four (24) inches or larger and at least one and one-quarter inches (1 1/4") thick.
3. When the County purchases sod under the "Sod Only" option, the Sod shall be provided on four feet by four feet (4' x 4') pallets and loaded by the Contractor's equipment on to County trucks at Contractor's location(s). Pallets will not be

- returned to the Contractor. The Sod per pallet shall be no less than 450 square feet for Bahia sod and no less than 500 square feet for Floratam sod.
4. When the County purchases Sod under the “Sod Hauled and Laid” or “Sod Hauled, Laid and Rolled” options, the Sod shall be delivered by Contractor to the location or locations identified by the County’s Project Manager or his designee. County will prepare all dirt and groundwork for Sod under these options.
  5. For the “Sod Only” option, the delivered Sod shall be live, fresh, and uninjured at the time of receipt by County. The Sod, at the time of placement for the “Sod Hauled and Laid in Place” and “Sod Hauled, Laid in Place, and Rolled” options, shall be live, fresh, and uninjured. In all options, the Sod shall meet the following requirements: a) be sufficiently thick to secure a dense stand of live grass; b) have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling; and c) be reasonably free of weeds and other grasses.
  6. The source of the Sod is subject to inspection and approval by the County Project Manager or his designee prior to being cut for use by Contractor. The County Project Manager or his designee may require the area from which the sod is to be harvested to be mowed and/or raked as necessary to remove excessive top growth and debris, in the County’s discretion. Once the source of Sod is approved by the County Project Manager or his designee, the source of Sod cannot be modified by Contractor without the written approval of the County Project Manager. The approval of the source of sod is subject to the review of an alternate source of Sod by the County Project Manager or his designee. If the County Project Manager or his designee does not approve any source of Sod reasonably identified by Contractor, the County may terminate the relationship with Contractor without penalty and seek services from the next lowest Bidder. If appropriate, Sod shall be certified as nematode free, and certification shall be presented with the Bid.
  7. Contractor shall retain native root soil intact and utilize, as appropriate, approved devices, such as sod cutters, for cutting the Sod.
  8. Contractor shall provide notice to the County prior to extraction of sod from a field or fields. The notice shall be sent to the County one month in advance of the scheduled extraction of sod and shall provide a legal description of the real property that contains the field(s) and available appointment times for the County Project Manager to inspect the field(s). The County Project Manager will contact Contractor to inspect and approve any or all of Contractor’s field(s) from which the Sod will be harvested.
  9. For the “Sod Hauled and Laid in Place” option, County reserves the right to request the Sod be rolled by Contractor after placement. County will provide sufficient notice to Contractor of its desire to implement this option, and County will pay additional cost designated on Bid form for rolling (difference between the “Sod Hauling, Laid in Place, and Rolled” and “Sod Hauled and Laid in Place” quotes).
  10. Contractor has three (3) days from the PO. Notification will be provided either in writing or phone notification (phone, fax, email, U.S. postal service, or carrier service)

- to provide the Sod (if a “Sod Only” option) or deliver and place the Sod if the “Sod Hauled and Laid in Place” or “Sod Hauled, Laid in Place, and Rolled” options.
11. If, in the County’s sole discretion, the Sod does not conform to the specifications of this ITB, County may, in addition to other remedies available to the County, require that Contractor, at Contractor’s expense, replace any or all of the nonconforming Sod, refund the price of nonconforming Sod, or accept the return of any or all of the Sod. For the “Sod Only” option, County has five (5) days post-receipt of the Sod to provide notice to Contractor that the Sod is non-conforming. For the “Sod Hauled and Laid in Place” and “Sod Hauled, Laid in Place, and Rolled” options, County has thirty (30) days post-placement of the Sod to provide notice to Contractor that the Sod is nonconforming.

**-END OF SECTION-**



**SECTION VI. HIGHLANDS COUNTY FORMS**

Documentation included with Bid submittal package.

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

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

| Forms  |    |     |
|--|----|-----|
| LOCAL COMPLIANCE FORMS   | No | Yes |
| Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label each “23-020 Bidder Name”  |    |     |
| Drug-Free Workplace Certification, F.S. 287.087  |    |     |
| Public Entity Crimes Sworn Statement, F.S. 287.133   |    |     |
| Discrimination Certification, F.S. 287.134   |    |     |
| Scrutinized Companies Certification, F.S. 287.135  |    |     |
| E Verify Certification   |    |     |
| Local Preference Affidavit of Eligibility  |    |     |
| Price Adjustment Form  |    |     |
| MISCELLANEOUS DOCUMENTATION  |    |     |
| WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number  |    |     |
| Acord Insurance Form (sample copy of Certificate of Insurance-COI)   |    |     |
| Women / Minority Business Enterprise Certification (Mark with an “x” if not applicable)  |    |     |
| HARD COPY: One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each “23-020 Bidder Name”<br>OR<br>ELECTRONIC: Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. Label each “23-020 Bidder Name” |    |     |
| Statement of “No Bid” Due prior to submission due date and time  |    |     |
| Sealed Submission Label (affix to outside of submittal package)  |    |     |

**OFFICIAL BID SUBMITTAL FORM**

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

SOLICITATION IDENTIFICATION: **ITB 23-020-KSB**

SOLICITATION NAME: **SOD**

SUBMITTED BY:

\_\_\_\_\_  
 Bidder's Name

\_\_\_\_\_  
 Bidder's Authorized Representative's Name and Title

\_\_\_\_\_  
 Bidder's Address 1

\_\_\_\_\_  
 Bidder's Address 2

\_\_\_\_\_  
 Contact's Name and Title (Print)

\_\_\_\_\_  
 Contact's E-mail Address

\_\_\_\_\_  
 Contact's Phone Number

\_\_\_\_\_  
 Dun's Number

\_\_\_\_\_  
 Employer Identification Number/Federal Employer Identification (as shown on Sunbiz.org)

BIDDER IS: (CHECK ONE)

Individual     
  Partnership     
  Corporation  
 Limited Liability Company     
  Joint Venture\*

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

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

| Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued |
|----------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|
|                |             |                |             |                |             |                |             |

**BID SUBMITTAL FORM (continued)**

- PRICING:

The undersigned agrees to provide the items listed below:

| Bid Item #  | DESCRIPTION                | Column A<br>BAHIA GRASS<br>Price per Sq Ft | Column B<br>FLORATAM GRASS<br>Price per Sq Ft |
|---|----------------------------|--|---|
| 1   | SOD only                   | \$   | \$  |
| 2   | SOD, HAULED & LAID         | \$   | \$  |
| 3   | SOD, HAULED, LAID & ROLLED | \$   | \$  |
| <b>Grand Total (written numerically)<br/>(to include Bid items 1+2+3 for both Column A &amp; B)</b> |                            |  |   |
| <b>Grand Total (written in word)</b>  |                            |  |   |

- MINIMUM ORDER REQUIREMENT: \_\_\_\_\_ / SQ. FT. ORDER (NOT PER DELIVERY LOCATION)
- DO YOU TAKE VISA (P-CARD) Yes or No (circle one) \_\_\_\_\_ Fee if applicable.
- Delivery within \_\_\_\_\_ days of order. 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)  
Bidder's Authorized Representative

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**DRUG FREE WORKPLACE**

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

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

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

by \_\_\_\_\_  
[Print individual's name and title]

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

whose business address is \_\_\_\_\_ and whose  
Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter  
referred to as "Bidder")

2. **CERTIFICATION**

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**PUBLIC ENTITY CRIMES (page 1 of 2)**

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

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

STATE OF FLORIDA \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of bidder or contractor), is \_\_\_\_\_.

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

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

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

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

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

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

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

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

**PUBLIC ENTITY CRIMES (page 2 of 2)**

**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: \_\_\_\_\_

**DISCRIMINATION CERTIFICATION**

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

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY  
COMMISSIONERS by \_\_\_\_\_  
[Print individual's name and title]

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

Whose business address is \_\_\_\_\_ and

Whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter  
referred to as "Bidder")

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

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

**SCRUTINIZED COMPANIES**

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES  
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: \_\_\_\_\_



**E-VERIFY CERTIFICATION**

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

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS by \_\_\_\_\_  
[Print individual's name and title]

For \_\_\_\_\_  
[Print name and state of incorporation of 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 and unauthorized alien.

Bidder's E-Verify Company ID#: \_\_\_\_\_

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_

**LOCAL VENDOR AFFIDAVIT**

**LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED 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 ONE (1) 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

**PRICE ADJUSTMENT CLAUSE**

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

The COUNTY’s price adjustment criteria are as follows:

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

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

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

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

VENDOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



## STATEMENT OF NO BID

We, the undersigned, have declined to bid.

\_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only.

\_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.

\_\_\_\_\_ We do not offer this product or services.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Unable to meet Bond requirements.

\_\_\_\_\_ Specifications unclear (explain how)

\_\_\_\_\_ Unable to meet Insurance requirements.

\_\_\_\_\_ Remove us from your "Bidders List" altogether.

\_\_\_\_\_ Other (Specify)

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail.  
Labeling not required for electronically submitted bids that are uploaded into Vendor Registry.


Cut along the outer border and affix this label to your sealed submission envelope to identify it as a “SEALED BID/PROPOSAL.”

Deliver to: Highlands County Purchasing Department  
600 S. Commerce Avenue, 2<sup>nd</sup> Floor  
Sebring, Florida, 33870

Contact Information: Lori DeLoach, Purchasing Manager  
(863) 402-6504



**PLEASE PRINT CLEARLY:**

|   |   |
|---|---|
|      | <b>SEALED BID/PROPOSAL DOCUMENTS</b><br><b>• DO NOT OPEN •</b>  |
| SOLICITATION NO.:   | <b>ITB 23-020-KSB</b>   |
| SOLICITATION TITLE:   | <b>SOD</b>  |
| DATE DUE:   | <b>Tuesday, August 8, 2023</b>  |
| TIME DUE:   | Prior to: 3:30 PM   |
| SUBMITTED BY:   | _____   |
|   | (Name of Company)   |
| e-mail address  | Telephone   |
| <b>DELIVER TO:</b>  | Highlands County Board of County Commissioners Attn:<br>Purchasing Department, 2 <sup>nd</sup> Floor<br>600 South Commerce Avenue<br>Sebring, Florida 33870 |
| <b>Note: submissions received after the time and date above will not be accepted.</b> |   |

**\*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.**