

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
*Purchasing Department*

## **INVITATION TO BID (ITB)**

**16-026**

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DITCH CLEANING, ISTOKPOGA WATERSHED DISTRICT  
(Annual bid)

2/14/2016



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

**INVITATION TO BID (ITB)**

The Board of County Commissioners (BCC), Highlands County, Sebring, Florida will receive sealed bids in the County's Purchasing Department for the following annual bid:

**ITB NO. 16-026      DITCH CLEANING, ISTOKPOGA WATERSHED DISTRICT**

Specifications may be obtained by downloading from our website: [www.hbcc.net](http://www.hbcc.net) or by contacting: Olympia Lonsdale, Purchasing Analyst; 4320 George Blvd., Sebring, Florida 33875-5803, Phone: 863-402-6525 Fax: 863-402-6735; or E Mail: [olonsdal@hbcc.org](mailto:olonsdal@hbcc.org).

BIDS MUST BE DELIVERED to the Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL. 33875-5803 so as to reach said office no later than **11:00 A.M., THURSDAY; March 10, 2016**, 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 Local Preference Policy will apply to the award of this bid.

The Highlands County Board of County Commissioners (HCBCC / 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 of County Commissioners of Highlands County, Florida, 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 Ms. Amanda Tyner, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: [atyner@hbcc.org](mailto:atyner@hbcc.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.hbcc.net](http://www.hbcc.net)

## SECTION I. GENERAL TERMS AND CONDITIONS

- A) All responses shall become the property of the County.
- B) Compliance with Florida Statutes 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, is required.

### **F.S. 287.087, 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 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.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR BID OR WHERE INDICATED ON THE BID FORM.

### **F.S. 287.133, 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.

**287.134, 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 award 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.

- C) Bids are due and must be received in accordance with the instructions given in the announcement page.
- D) The County will not reimburse Bidder(s) for any costs associated with the preparation and submittal of any bids.
- E) Bidders, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F) 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 service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- G) All timely responses meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those bids in full or substantially full compliance with them.
- H) Each Bidder is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Bidder from its obligation to honor its response and to perform completely in accordance with its bid.
- I) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any bids, to reject any and all bids in whole or in part, with or without cause, and to accept that bid, if any, which in its judgment will be in its best interest.
- J) Awards will be made to the Bidders whose submittal 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 Board of County Commissioners reserves the right to reject any and all bids for any reason or make no award whatsoever or request clarification of information from the Bidders.

- K) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this ITB shall not be binding.
- L) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M) Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and performance of services:
- 1) Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
  - 2) Commercial General Liability: Occurrence Form Required: (Contractor / Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project 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: (Contractor / Vendor) shall maintain automobile liability insurance with a limit of not less than \$500,000 each accident 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) Builder's Risk Insurance – (if applicable)  
This coverage will be provided by all contractors involved in the construction of a new building or the improvement, alteration, or renovation of an existing structure. This coverage should be considered automatic on projects involving new construction or major additions to existing structures.  
Builder's Risk – coverage shall be "ALL RISK" with limits equal to 100% of the completed value of the structure(s), building(s), or addition(s).
    - (a) Waiver of Occupancy Endorsement – to enable the County to occupy the facility under construction / renovation during such activity.
    - (b) Machinery / Equipment Endorsement – when the Contract calls for the installation of machinery or equipment, the policy must be endorsed to provide coverage during transit and installation.
    - (c) Deductible Clause – the maximum deductible allowable under this coverage is \$500 per claim.
    - (d) Contractor's Bid & Performance Bond – coverage required for all public construction projects, and for those projects as determined by the Purchasing Manager, or the Risk Manager, that presents significant financial risk to the County.
  - 5) Special Requirements / Evidence of Insurance:

- (a) A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. 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:
- (i) "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.
  - (ii) The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
    - In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
    - Such notification will be in writing by registered mail, return receipt requested, and addressed to the General Services / Purchasing Director, 4320 George Blvd., Sebring, FL 33875-5803.
- (b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- (c) It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- (d) 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.
- (e) The Contractor shall hold the Owner, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete the Project. The Owner reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- (f) All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.
- 6) Notice Requirements: CONTRACTOR shall provide notification to OWNER by overnight delivery return receipt requested, hand delivery, or confirmed facsimile within three (3) days after giving or receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
- N) If the successful bid is greater than \$200,000.00, a Public Construction Bond will be required. Awarded Vendor must record Public Construction Bond at the Clerk's Recording Department and comply with Section 255.05, Florida Statutes. All bonds must be in a form acceptable to the OWNER and BOARD ATTORNEY.

- O) The following “Statement of Indemnification” will be incorporated in the contract:

The COUNTY shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom arising out of, or resulting from, the performance of the products or from the services, for which, the COUNTY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the contractor, or any subcontractor or any of their agents or employees, or arises from job-related injury. The contractor agrees to indemnify the COUNTY and pay the cost of the COUNTY’S legal defenses, including fees of attorneys as may be selected by the COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY’S exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

- P) All pages included in or attached by reference to this document shall be called and constitute the bid as stated on the front page of this document. Vendors who will not be submitting a bid are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the County’s Vendor bidding list.
- Q) If submitting a bid for more than one ITB, each Bid must be in a separate envelope and correctly marked. Only one Bid per project 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. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit. (Primary vendors only, subcontractor's certificate will not receive points)
- 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 Invitation. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Department, at the Bidder’s expense, can return the unopened envelope, or, at the Bidder’s request in writing, can destroy it.
- U) Electronically submitted Bids and faxed responses 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 response. Incorrect calculations, 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 this 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/or its subcontractors or material suppliers.
- X) In the event of legal proceedings to enforce the terms of this agreement the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Y) If any Bidder violates or is a party to a violation of the code of ethics of Highlands County or the State of Florida, with respect to this bid, such Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods or services for the COUNTY.

-END OF PAGE-

**SECTION II. LOCAL PREFERENCE POLICY**

BOARD ADOPTED PURCHASING MANUAL 08/13/2002  
APPROVED 09/23/2008  
SECTION 2 – POLICIES  
ADDITION OF SUBSECTION 110 “LOCAL PREFERENCE”

110 Local Preference  
110.10 Allowance of a Local Preference.....2.7

110.10 Intent and Purpose

The intent and purpose of the Highlands County Local Preference in Purchasing is to establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

110.20 Acknowledgements

Any type of procurement done by the County staff to which the provisions of this subsection are being applied will contain a statement that a local preference will be used in the evaluation and award of that purchase.

110.30 Preference in Bidding

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection “total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the County.

110.40 Preference in (RFP) Requests for Proposals

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

110.50 Notice

All procurement documents including but not limited to bid documents and request for proposal documents shall include a notice to vendors of the County’s Local Preference Policy.

110.60 Local Business Definition

For purposes of this subsection, "local business" shall mean a business which:

- (1) 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 quotations, competitive bids or request for proposals by the County; and

- (2) Holds any business license required by the County, and/or, if applicable, the Municipalities; and
- (3) 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.

#### 110.65 Certification

Any vendor claiming to be a local business as defined by Section 110.60, shall deliver a written certification to the County Purchasing Department. The certification shall certify that the business is a "local business" as that term is defined in Section 110.60, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business, as defined by Section 110.60, to include a copy of its certification in its bid or proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a "local business."

#### 110.70 Exceptions to Local Preference Policy

(a) The procurement preference set forth in this policy shall not apply to any of the following purchases or contracts:

- A. Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
- B. Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board of County Commissioners;
- C. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;
- D. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.

(b) Application of local preference to a particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or General Services Purchasing Director.

(c) The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners and General Services Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or proposals.

(d) The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

#### 110.75 Application and Enforcement of Preference Policy

(a) The local preference established in this policy shall apply to new quotations, contracts and procurements solicited after the effective date of this policy.

(b) This policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

#### 110.80 Promulgation of Rules

(a) The County Administrator, Assistant County Administrator, or General Services Purchasing Director are hereby authorized to adopt administrative rules supplemental to the provisions of this policy as deemed necessary and appropriate to implement the provisions of this policy.

(b) The provisions of this policy and the rules adopted by the County Administrator, Assistant County Administrator, or General Services Purchasing Director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.

**-END OF SECTION-**

### **SECTION III. THE COUNTY'S RESERVATION OF RIGHTS**

This ITB constitutes only an invitation to submit a bid to the Board. The Board 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 ITB or a Request For Proposal (RFP).
- B) To issue additional subsequent ITBs or RFPs.
- C) To reject all non-responsive responses, or responses with errors. 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
- D) If the County believes that collusion exists among Bidders, all bids will be rejected.
- E) The Board reserves the right to determine, in its sole discretion, whether any aspect of the submitted bid is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Vendor.
- F) To award one vendor or different vendors for each bid category. (CLEANING GRASS & AQUATIC WEEDS ONLY FROM DITCHES and/or CLEANING GRASS, AQUATIC WEEDS, SEDIMENT, AND DEBRIS FROM DITCHES)
- G) Any modification to these specifications by a Bidder shall be an exception to the bid and must be clearly indicated in detail by the Bidder.

#### **SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR ITB 16-026**

- A) All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the invitation of this ITB.
- B) ADDENDUMS: In this ITB the Board 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 Board. If deemed necessary, the Purchasing Department will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, [www.hcbcc.net](http://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.
- C) 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. The Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham bid. The Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a bid; and the Bidder has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.
- D) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Highlands County Board of County Commissioners. All Bidders must disclose the name of any HCBCC employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- E) JOINT BIDS: In the event multiple vendors submit a joint bid in response to this solicitation, a single Bidder shall be identified as Primary Bidder. The Primary Bidder must include the name, address and contact information of all parties of the joint bid. Primary Bidder shall provide all bonding insurance requirements, execute any contract, sign the bid and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Bidder will be acceptable. Invoices will be accepted from and paid to the Primary Bidder only. Primary Bidder shall remain responsible for performing services associated with response to this solicitation.
- F) 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 document, or because of any lack of information.

## **SECTION V. GENERAL SPECIFICATIONS FOR ITB 16-026**

- A) This ITB is issued to provide qualified Vendors with information, guidelines, and rules to prepare and submit a responding bid.
- B) LOCAL PREFERENCE will be applied to this Bid.
- C) RESPONSE DUE DATE AND LOCATION: As described on the Announcement sheet. (Page 3 of this document)
- D) PRICING: Include pricing with your Bid on the price sheet provided within this document. (See page 17).
- E) TERM: Bids are requested for a twelve (12) month period, April 1, 2016 through March 31, 2017. Bid prices remain firm for this period. A purchase order number will be issued each time work is required to be done during this bid period.

## **SECTION VI. INSTRUCTIONS TO BIDDERS**

- A) THE INTENT of this project is to 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) 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) Backhoe/Excavator w/50' Boom & 1 ¼ bucket – 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

- D) 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.
- E) By submitting a bid, the bidder acknowledges he has looked over the project and has an understanding and familiarity with the site and the conditions under which work will be done. Failure to comply with this requirement will not relieve bidder from the responsibility to complete the work as described in this bid.
- F) It is the responsibility of each bidder to visit and examine the work site(s) to familiarize themselves with the existing conditions and consider such conditions in the preparation of their submittal.
- G) All work to be done must be coordinated through the Assessment Coordinator's Office. Phone: 863-402-6505 Upon completion of each project, the successful bidder shall contact Assessment Coordinator's Office for set up of inspection and approval. Payment for all work to be done shall be made within thirty (30) days after inspection and approval has been made.
- H) The successful bidder shall be required to have their equipment and operator at the work site, ready to commence work within forty-eight (48) hours of receipt of the purchase order number. Successful Vendor 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 of debris shall be by spreading evenly along the top of the canal bank.



**SECTION VII. BID SUBMITTAL FORM  
(Page 1 of 3)**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

PROJECT IDENTIFICATION: ITB 16-026 – DITCH CLEANING, ISTOKPOGA WATERSHED DISTRICT (ANNUAL BID)

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

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, as more fully set forth in the CONTRACT, that:

- BIDDER has examined and carefully studied the ITB Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number	Date	Number	Date	Number

- This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.
- The following documentation is included with this bid:

Document		Check if included or circle one
<b>E-Verify</b> (Any document from the Dept. of Homeland Security showing your company's ID number.)	Required	
<b>Acord Insurance Form</b>	Required	
<b>Drug-Free Workplace (Per F.S. 287.087)</b> (Include a statement of company letterhead, or a copy of the policy itself)	Required	
<b>Vendor accepts Visa card?</b>		YES      NO
<b>Local Preference Affidavit</b> (See Page 20)	If Applicable	

- Pricing:

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

- Exemptions to bid:

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SUBMITTED ON: \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE: \_\_\_\_\_ (seal)

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

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

**SECTION VIII. LOCAL VENDOR AFFIDAVIT**

**HIGHLANDS COUNTY LOCAL VENDOR 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. Vendor/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. Vendor/Individual holds business license required by the County, and/or if applicable, the  
Municipalities:

YES \_\_\_\_\_ NO \_\_\_\_\_

C. Vendor/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 FLORIDA  
COUNTY OF HIGHLANDS**

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

\_\_\_\_\_  
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:

*Ms. Olimpia Lonsdale  
Highlands County Purchasing Department  
4320 George Boulevard, Sebring, FL 33875-5803  
Phone: (863) 402-6525; Email: [olonsdal@hcbcc.org](mailto:olonsdal@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 3/2/16 to the contact referenced in Section IX.

**---END OF ITB---**