

Purchasing Division

INVITATION TO BID (ITB)

19-025

**Landscape Maintenance
(Designated Right-of-Way Project)**

April 2019

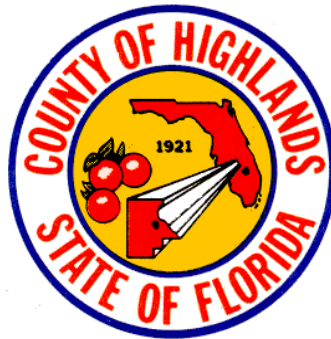


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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Division

INVITATION TO BID (“ITB”)

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

ITB NO. 19-025 LANDSCAPE MAINTENANCE

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

A **NON-MANDATORY PRE-BID meeting** will be held at **11:00 A.M. on Friday; May 10, 2019**, in the County Engineering Training Room, 505 S. Commerce Ave., Sebring, Florida 33870. The purpose of this meeting is to provide a forum where the Bidders can further familiarize themselves with the Specifications of the ITB.

Each submittal shall include one (1) original and one (1) exact electronic copy (CD’s or thumb drives) of the BID submission packet. BIDS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave., Sebring, FL 33870 so as to reach that office no later than **3:30 P.M., Friday; May 24, 2019**, at which time they will be opened. The public is invited to attend this meeting. Bid envelopes must be sealed and marked with the ITB number and name so as to identify the enclosed bid. Bids received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of responses that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the bid opening.

Highlands County’s Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of October 1, 2017.

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Bid. The Board reserves the right to waive irregularities in the Bid.

The 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 in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hcbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

A) For purposes of this ITB, the following terms are defined as follows:

1. Bidder means the person or entity submitting a Bid in response to this ITB.
2. Contractor means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of the purchase orders issued by the County in performance of the Scope of Work. Terms and Conditions for the County purchase orders (as referenced herein, the purchase order terms and conditions are the "contract") can be found at the County's website: <http://bit.ly/POTerms>

B) All Bids shall become the property of the County.

C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

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

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

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

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

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473; or 2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

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

- D) Bids are due and must be received in accordance with the instructions given in the announcement page.
- E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F) Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section VIII of this ITB for additional information and clarification.
- G) Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I) Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.

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

1. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
3. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
4. Special Requirements / Evidence of Insurance:
 - a. A copy of the Bidder's current certificate of insurance MUST be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Workers' Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII."
- d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

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

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

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

P) All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.

Q) If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.

R) Each Bid must contain proof of enrollment in E-Verify.

S) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.

T) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00

U) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.

V) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.

W) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.

X) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.

Y) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.

Z) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.

AA) If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.

BB) Bidder shall agree to enter into a Contract in the form, or in the substantial form, of the attached Contract.

-END OF SECTION-

SECTION II. THE COUNTY'S RESERVATION OF RIGHTS

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

- A. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G. If the County believes that collusion exists among Bidders, all Bids will be rejected.

-END OF SECTION-

SECTION III.

ADDITIONAL TERMS AND CONDITIONS FOR ITB 19-025

- A) ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.hcbcc.net. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- B) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/ itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- C) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- D) MISUNDERSTANDINGS: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- E) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- F) COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

- G) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section VIII of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section IX of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- H) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- I) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.
- J) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that the submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same contract price, and for the same effective period pertaining to this ITB. If other local government agencies desire to accept this invitation, and make an award thereof, the other local government agencies shall accept the invitation and make an award thereof independently of Highlands County. Each governmental agency, Highlands County and the other local government entities, shall each be responsible for their own purchases and each shall be liable for materials and services ordered and received by each governmental entity. Neither agency assumes any liability for the other agency's actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of other government agencies to competitively procure any or all items.

-END OF SECTION-

SECTION IV. GENERAL SPECIFICATIONS FOR ITB 19-025

- a. PURPOSE: The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to secure an annual bid for right-of-way landscape maintenance along State Road 25 (US Highway 27) from Old State Road 8 to South Main Avenue (approximately 3.84 miles). The awarded Bidder will provide right-of-way landscape maintenance for an area that is approximately 23.07 acres.
- b. TERM: Bids are requested for a twelve (12) month period, from the date of the recommended Award. Prices shall remain firm for this period. The contract can be renewed for two (2) additional one-year periods upon approval of the County and the Contractor.
- c. NON - MANDATORY PRE-BID MEETING will be held for this solicitation.
- d. RESPONSE DUE DATE AND LOCATION:
Bids are due by date set forth on the Invitation to Bid. All Bids shall be delivered to the Highlands County BOCC Purchasing Department located at 600 S. Commerce Ave., Sebring, FL 33870.
- e. PROJECT MANAGER: The Project Manager for the County is the Bridge and Concrete Supervisor, Chris Pruzinsky, with the County's Road and Bridge Department or his designee.
- f. INSURANCE: Contractor shall have and provide proof of insurance as set forth in the General Terms and Conditions, subsection N of Section I of this ITB.
- g. PRICING: Each Bidder shall include pricing with the Bid as provided in Section V of this ITB, including a completed pricing sheet. A copy of the Bid price form sheet, in Excel format, should be provided with the electronic submittal of the Bid.
- h. AWARD: Awards under this ITB will be made to the lowest responsive bidder. Bidders are required to bid on all items. Awards will be made in the best interest of the County, as determined by the County.
- i. 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.
- j. INVOICING / COMPENSATION:
 - 1. Contractor shall submit detailed invoices to the County within five (5) business days from monthly work completion.

2. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes and the Highlands County Prompt Payment Act.

- k. FAILURE TO PERFORM: Failure to complete the work as scheduled could result in written notice to the Contractor terminating its rights to proceed as to the purchase order. Contractor shall not, however, be responsible for delays in service due to:
- Unavoidable mechanical breakdowns
 - Strikes
 - Acts of God
 - Fire

provided that Highlands County Purchasing Manager and the County Project Manager are notified in writing by the Contractor of such pending or actual delay. In the event of any delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.

- l. There will be no fuel price adjustments for this contract.
- m. The Contractor shall supply all materials, equipment, vehicles, and personnel needed to provide the service(s) in accordance with the specifications of this ITB.
- n. All mowing, trimming, chemical spraying, edging, and care will be monitored by a County contact person and the Contractor will notify the County's contact person within 24 hours of completion of each cycle for inspection.
- o. The Contractor shall be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
- p. Hours of operation will be from sunrise to sunset, EXCEPT Sundays and County-identified holidays.
- q. While it is recognized that some of the actual right of way areas may be being mowed by the adjacent home owner, the area is the responsibility of Contractor and may still require mowing, weed eating, and/or other clean up.
- r. The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among their employees. The Contractor shall be responsible to see that the completed work complies fully with these specifications.

- s. The Contractor shall supply parts and labor to maintain the irrigation system as needed. The Contractor shall supply mulch and labor once a year around all trees and planting beds. The Contractor shall be responsible for trimming/pruning all trees and plantings once a year under direction of an ISA certified arborist and in compliance with ANSI A3000 Part 1.
- t. During the months of September through May the areas shall be mowed on a three-week cycle, unless otherwise determined by the County, with the same requirements as described for the summer months as set forth below in paragraph "u".
- u. During the summer months, which are defined as June, July and August, the areas shall be mowed on a two-week cycle. Grass shall be cut to a minimum 3" height and areas of Peanut Ground Cover at a minimum 5". Contractor shall take care not to scalp the grass below a recommended minimum height. Mowing shall be provided when grass is between 4-4.5" in height. All mowing must be conducted with sharp blades that product a clean cut of the grass or ground cover. Weed eating (and herbicide application as described below) shall be done around all fences, guardrails, signs, sidewalks, concrete mattress, curbing, traffic separators, and other similar areas. Areas around ponds will be mowed and weed eating done along fencing. Treatment for weeds in the peanut ground cover with chemical application as needed. The Contractor shall keep all fences free of plants and weeds. Sidewalks and medians shall be edged and sprayed as needed, with all plants and weeds removed and all debris from mowing operations cleaned off. All trash shall be picked up and be properly disposed of before each mowing cycle; any trash that is shredded during mowing or weed eating operations shall be picked-up and properly disposed of.

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

- v. The Contractor shall be responsible for instructing its employees in all safety measures. All equipment used by the Contractor shall be maintained in a safe operating condition. All safety covers and other protective parts of all equipment shall be in place and properly functioning. The equipment shall be free from defects or wear which may in any way constitute a hazard to any person. All electrical equipment shall be properly grounded. Metal blade or mechanical edging is not permitted at locations that could damage underground utilities. All employees shall wear and/or utilize proper personal protective equipment and safety gear, including but not limited to ear protection, safety glasses, and safety boots, while performing services/work under this ITB. Contractor shall ensure that all persons performing work under this ITB wear FDOT-approved and certified high visibility safety vests.
- w. The Contractor shall supervise, inspect and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be

necessary to perform the work in accordance with the specifications of this ITB and any resulting contract documents.

- x. The Contractor shall have and comply with the “FDOT Indexes” and the “Manual on Uniform Traffic Control Devices” and will maintain safe conditions at all times. During mowing operations, traffic shall be maintained in accordance with all state and local rules and regulations. Contractor is responsible to obtain copies of, review, and implement all applicable provisions of the Florida Department of Transportation (FDOT) maintenance and traffic control manuals, specifications, and related documents. Among standards that may be applicable, Contractor shall comply with FDOT Standard Plans Section 102 of the roadway section (found at: <https://www.fdot.gov/design/standardplans/current/default.shtm>) and the “Manual on Uniform Traffic Control Devices”.
- y. Contractor agrees to conform to any and all State and Federal regulations pertaining to chemicals, including Chapter 487, Florida Statutes, pertaining to pesticide regulation and safety, and any regulation or rule promulgated by the Department of Agriculture and Consumer Services, and to assist Highlands County in doing so. Contractor shall provide material safety data sheets to County prior to utilizing subject chemicals or substances, and shall follow all applicable federal, state, and local laws and regulations.
- z. All debris, construction scrap, landscape, or tree trimmings created or collected by the Contractor, shall be disposed of at Highlands County's designated landfill facility at the Contractor's expense.
- aa. Chemical herbicides such as 2-4-D Amine and/or Glyphosate may be used; however, the Contractor must be licensed to use chemicals if such requirements exist. Contractor shall provide the County with a copy of all required permits, certifications, and licenses to use restricted use pesticides for maintenance of the right of way. Contractor must provide Material Safety Data Sheets (MSDS) for all products to be provided prior to each delivery or utilization of the product.
- bb. Blowing grass off roadway is not required, however grass on all sidewalks and curbing is required to be blown or swept off. Overhanging trees and plants must be trimmed above sidewalks at a clearance height of at least 8 1/2 feet per the Maintenance Publication page 112 (found at <https://www.fdot.gov/maintenance/publications.shtm>).
- cc. Chemical herbicides shall be applied a minimum of twice a year except as indicated otherwise in the General Specifications for ITB 19-025. The first application should occur during the month of May. The second application should occur in late August. Spray sites include, but are not limited to, in-between sidewalks, where concrete curb meets asphalt travel lanes, around catch basins and inlets, around guardrail, around erosion control mattress, fence rows, around signal poles, sign poles, utility poles, etc... These two required chemical applications should be incorporated into the average “cost of mowing per cut” Bid price. This service shall not be invoiced separately.

- dd. Contractor shall repair or replace, at Contractor's cost and expense, all damage to property resulting from Contractor's performance of work under this ITB.
- ee. County shall not be responsible or liable for any damage to or loss of goods, equipment or property owned, borrowed, or leased by Contractor that are used on or stored on County property. In addition, County shall not be responsible for consequential damages, lost profits or other similar damages. By submitting a Bid, Contractor acknowledges and agrees to the foregoing.

MOWING OF SPECIFIC AREAS

Areas alongside US Highway 27 from Old State Road 8 to South Main Avenue shall be mowed – descriptions below:

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

A Map of the mowing locations is attached in Section X of this ITB and the locations to be mowed include the areas with green shading indicated as area for County to maintain.

-END OF SECTION-

SECTION V. BID SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT IDENTIFICATION: ITB 19-025 – LANDSCAPE MAINTENANCE

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

BID SUBMITTED BY: _____
Bidding Firm's Name

Bidding Firm's Address 1

Bidding Firm's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

In submitting this response, BIDDER represents, 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

BID SUBMITTAL FORM

- The following documentation is included with this Bid:

Document	Check if included or circle one		
Completed Bid Form and Price Sheet (page 18-19)	Required	YES	NO
Drug-Free Workplace Certification (page 20)	Required	YES	NO
Public Entity Crimes Sworn Statement (pages 21-22)	Required	YES	NO
Discrimination Certification (page 23)	Required	YES	NO
Scrutinized Companies Certification (page 23)	Required	YES	NO
Acord Insurance Form (sample showing insurance Vendor maintains)	Required	YES	NO
E Verify Certification (page 24)	Required	YES	NO
Documentation of authority to bind bidder	Required	YES	NO
Local Preference Affidavit (page 25)	If Applicable	YES	NO
Women / Minority Business Enterprise Certification	If Applicable	YES	NO
Does Bidder accept Visa card?		YES	NO

- Pricing:
COST FOR MOWING PER CUT: _____

- Exceptions to Bid:

- 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.

SUBMITTED ON: _____, 20_____.

SIGNATURE: _____ (seal)

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

SECTION VI. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
ITB 19-025**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

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

(AFFIX NOTARY SEAL)

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

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

ITB 19-025

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

STATE OF FLORIDA }ss
COUNTY OF _____ }

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

1. The business address of _____(name of Bidder or contractor), is

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

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

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

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

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

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

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

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

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

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

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

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES
ITB 19-025**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

ITB 19-025

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 _____, 2019, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
ITB 19-025**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

Proposer's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

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

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

**SECTION VII. LOCAL VENDOR AFFIDAVIT
LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY**

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

1. This sworn statement is submitted to
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
- by _____
[Print individual's name and title]
- for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

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

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

2. LOCAL PREFERENCE ELIGIBILITY

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

YES ___ NO ___

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

YES ___ NO ___

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

YES ___ NO ___

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

[Signature and Date]

STATE OF _____, COUNTY OF _____

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

NOTARY PUBLIC

SEAL

Commission Expiration Date

SECTION VIII. ITB CONTACT INFORMATION

All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to:

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

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

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on Monday, May 15, 2019 to the contact referenced in Section VIII.

SECTION X. MAP – Contractor shall maintain areas shaded in green and shown as “areas to be maintained by County”



 AREAS TO BE MAINTAINED BY COUNTY

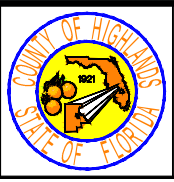
REVISIONS		STATUS
DATE	DESCRIPTION	
		FOR INFORMATION

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

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

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

DATE: _____



**HIGHWAY PARK
LANDSCAPE MAINTENANCE AGREEMENT**
PROJECT LOCATION MAP

SCALE:
HORIZ. 1"=500'
VERT. N/A

PROJECT NO. N/A REV. 0

SHEET 1 OF 1