



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**  
***Purchasing Department***  
600 S. Commerce Ave.  
Sebring, FL 33870  
(863) 402-6500 Purchasing Main Line  
Purchasing Designated Contact: Brandon Gunn, Purchasing Agent  
(863) 402-6526, Direct Line  
[bgunn@highlandsfl.gov](mailto:bgunn@highlandsfl.gov), E-mail

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

### **22-002**

### **PAVEMENT MARKING**

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- Pre-Solicitation**
- x Meeting:** None Scheduled for this solicitation
- Location:** N/A
- Request for Information Deadline:** December 14 2021, prior to 5:00 PM
- ✓ Submission Deadline:** **Wednesday, December 22, 2021, prior to 3:30PM**

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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. 22-002      Pavement Marking**

Specifications may be obtained by downloading from our website: [www.HighlandsFL.Gov](http://www.HighlandsFL.Gov), or on [www.VendorRegistry.Com](http://www.VendorRegistry.Com). Questions should be directed at: Brandon Gunn, Purchasing Agent, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6526; or E-Mail: [bgunn@highlandsfl.gov](mailto:bgunn@highlandsfl.gov).

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

Each submittal shall include **one (1) original hard copy** and **one (1) exact electronic copy** (thumb drive) of the BID submission packet. One all-inclusive unlocked Adobe PDF file and 1 Excel file containing the itemized bid form.

BIDS SUBMISSION: Bid submittals will be accepted by

- **Electronic submission** to the County website using VendorRegistry.com
- OR**
- **Hard Copy submission** in a sealed and marked package with the name of the Respondent, Solicitation number, and title so as to identify the enclosed response DELIVERED to the Purchasing Division, 600 S. Commerce Ave, Sebring, Florida 33870-3809. A hard copy submission shall include one (1) original and one (1) exact electronic copy (thumb drive) of the submission packet. The public is invited to attend this meeting.

Either method must provide all bid documents no later than **3:30 P.M., Wednesday, December 22, 2021**, at which time they will be publicly opened. The attached “Sealed Bid Label” has been provided for convenience to be affixed to the submission. 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, electronically or any other type of delivery service.

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

Highlands County’s Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of October 1, 2017. The County encourages the use of Disadvantaged Business Enterprise to include Women/Minority Business Bidder(s.)

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

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes,

should contact the ADA Coordinator at: 863-402-6809 (Voice), or via Florida Relay Service 711, or by e-mail: [hrmanager@highlandsfl.gov](mailto:hrmanager@highlandsfl.gov). Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

**Board of County Commissioners, Highlands County, FL**

[www.Highlandsfl.gov](http://www.Highlandsfl.gov)

## SECTION I. GENERAL TERMS AND CONDITIONS

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

1. *Bidder* means the person or entity submitting a Bid in response to this ITB.
2. *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
3. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
4. *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located on the County's website at the following address:  
[https://www.highlandsfl.gov/departments/business\\_services/purchasing/po\\_terms\\_and\\_conditions.php](https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php).

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

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

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 provided in the invitation to bid.

E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.

F) Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in "Invitation to Bid" of this ITB for additional information and clarification.

G) Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.

H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.

I) Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without 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) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- O) The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- P) 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.
- Q) Each Bid must contain proof of enrollment in E-Verify.
- R) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- S) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- T) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- U) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.

- V) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- W) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- X) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Y) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Z) If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- AA) ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, [www.Highlandsfl.gov](http://www.Highlandsfl.gov). It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- BB) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- CC) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- DD) MISUNDERSTANDINGS: The failure or 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.
- EE) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- FF) COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5)

business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

- GG) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified 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.
- HH) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- II) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- JJ) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree to allow the City of Sebring, Florida and other local government agencies to purchase the Services for the same conditions and at the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring and other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder's response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies' actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.

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

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

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



### SECTION III. INSURANCE

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

1. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
2. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
3. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
4. Special Requirements / Evidence of Insurance:
  - a. **A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB.** A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**
    - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
    - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
  - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
  - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII".
  - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
  - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

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

**-END OF SECTION-**

#### **SECTION IV. SPECIAL TERMS AND CONDITIONS**

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

- A) **BASIS OF AWARD:** Award will be based on the lowest, most responsive, responsible bidder meeting or exceeding the requirements of the specifications set forth herein and deemed to be in the best interest to the County. The County reserves the right to award in whole or in part, whichever is deemed to be in the best interest. If a Vendor is unable to perform in the time allowed the County reserves the right to move to the next lowest bidder until material is able to be delivered. Other considerations(s) of award may be referenced/qualifications. The County reserves the right to reject a bid from any vendor who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract. The awarded vendor will be issued separate purchase orders annually for each department/division.
1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
    - a. The contract will be utilized on an as-needed basis. No amount purchase is guaranteed upon the execution of an Agreement/Contract.
    - b. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
    - c. All pricing shall be all inclusive to include, but not limited to, licensing, material, labor, travel, shipping, handling or delivery, return and incidentals, as applicable, to provide the service described.
    - d. The County reserves the right to add or delete, at any time, and or all material, tasks, locations or services associated with this Agreement/Contract. The County also reserves the right to negotiate additional related materials and/or services as needed.
    - e. Should the item or service be unavailable available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item is obtained.

B) **TERM:**

The successful bidder(s) shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The initial term of the Contract shall be for **three (3) year term** from the date of the Board approval. Upon mutual agreement of the parties, the contract may be **renewed for two (2) one (1) year terms**, at the same pricing. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

It is the responsibility of the Awarded Contractor to maintain all insurances and licensures required to fulfill the obligations of this ITB. The County reserves the right to terminate or suspend this award of this bid, in whole, or in part, when it is in the best interest of the County to do so. The Purchasing Department will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

C) ITB CONTACT INFORMATION

All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Purchasing Department representative listed on the cover page of this solicitation.

D) REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.

E) QUALIFICATIONS below are to be provided with the submission package:

1. Registered to do business with the Division of Corporations. A printout from [www.Sunbiz.org](http://www.Sunbiz.org) which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status.
2. Vendor cannot be on the Florida Contractor Suspension List.
3. Vendor must be capable of performing the work, or providing the service, or providing the products.

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## SECTION V. SCOPE OF WORK AND SPECIFICATIONS

- a. PURPOSE: The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to secure an annual bid for pavement markings. Awards may be made to more than one Bidder.
- b. PROJECT MANAGER: This project is managed for the County by Eddie Cardona, Traffic Operations Manager.
- c. INSURANCE: Contractor shall have and provide proof of insurance as set forth in the Section III of this ITB.
- d. PRICING: Each Bidder shall include pricing with the Bid as provided in Section V of this ITB, including a completed price sheet. A copy of the Bid price sheet, in Excel format, should be provided with the electronic submittal of the Bid.
- e. AWARD: Awards under this ITB will be made by line-item. Bidders are not required to bid on all items. Awards may be made to more than one Bidder. Awards will be made in the best interest of the County, as determined by the County.
- f. PURCHASE ORDER: The awarded Bidder(s) shall not proceed with delivery (or ordering of goods as applicable) until receipt of a County-issued purchase order.
- g. INVOICING / COMPENSATION:
  1. Contractor shall submit detailed invoices to the County within five (5) business days from Department-accepted performance of work.
  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 delivery as ordered or scheduled will 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:
  1. Unavoidable mechanical breakdowns
  2. Strikes
  3. Acts of God
  4. Fire

provided that the Highlands County Purchasing Manager and County Project Manager are notified in writing by 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.

## **INSTRUCTIONS TO BIDDERS**

Bidder shall supply all materials, equipment, labor, and traffic control devices to install or remove all traffic stripes and markings. Traffic Stripes and Markings shall be installed in accordance with Sections 706 (“Raised Pavement Markers and Bituminous Adhesive”), 709 (“Two Reactive Components Pavement Markings”), 710 (“Painted Pavement Markings”), 711 (“Thermoplastic Pavement Markings”), 970 (“Materials for Raised Pavement Markers and Bituminous Adhesive”) and 971 (“Pavement Marking Materials”) of the most current edition of the Florida Department of Transportation (“FDOT”) Standard Specifications for Road and Bridge Construction. Although there is a Measurement and Payment section in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Highlands County shall pay as set forth in this ITB.

Traffic Control shall be in accordance with the most recent edition of Florida Department of Transportation Roadway Design Standards, Standard Index Series 600, and the US Department of Transportation Federal Highway Administration (“FHWA”) Manual on Uniform Traffic Control Devices. Highlands County personnel will provide the locations of the starting and stopping points of each required marking as well as the necessary engineering to establish the location of all passing zones.

Where edge stripes are required, Highlands County will provide any necessary clipping or brooming of the edge of the pavement.

Contractor shall contact the County’s Project Manager or his or her designee two days prior to any scheduled work and shall not proceed or continue any work unless an authorized employee of Highlands County is present during the entire job. All “Raised Pavement Markers” are to be “PERMANENT TYPE” and on FDOT’s most current approved products list.

## **EQUIPMENT**

All Bidder’s equipment shall be of a type and design which will readily obtain the uniformity of application, both as to the thickness of coating and as to alignment.

For placing paint: Equipment shall conform to Section 710 of the most recent edition of the Florida Department of Transportation Standard Specifications for Road and Bridges Construction. Water based paint shall be used. HAND LINERS SHALL ONLY BE USED FOR MESSAGES AND INTERSECTION WORK. ANY CENTER, LANE, OR EDGE LINES MORE THAN 300 LINEAR FEET SHALL BE DONE WITH A LONG LINE TRUCK CAPABLE OF APPLYING YELLOW ONLY OR WHITE ONLY OR BOTH AT SAME TIME, NOT HAND LINER.

For Thermoplastic Traffic Stripes and Markings: Equipment shall conform to Section 711 of the most recent edition of the Florida Department of transportation Standard Specifications for Road and Bridges Construction. No thermoplastic with lead shall be used. HAND LINERS SHALL ONLY BE USED FOR MESSAGES AND INTERSECTION WORK. ANY CENTER, LANE, OR EDGE LINES MORE THAN 300 LINEAR FEET SHALL BE DONE WITH A LONG LINE TRUCK CAPABLE OF APPLYING YELLOW ONLY OR WHITE ONLY OR BOTH AT SAME TIME, NOT HAND LINER.

## **MATERIALS**

Materials for all Thermoplastic Traffic Stripes and Markings shall be supplied in accordance with the following Sections of the most recent edition of the Florida Department of Transportation Specifications for Road and Bridges Construction.

- A. Bituminous must be used for bonding the markers to the pavement - Section 706
- B. Glass Spheres - Section 971
- C. Painting Traffic Stripes – Section 709, 710
- D. Reflective Pavement Markers - Section 706
- E. Thermoplastic Material - Section 711

## **APPLICATION & INSTALLATION**

- A. For application of Thermoplastic Traffic Stripes and Markings, work shall be supplied in accordance with Section 711 of the most recent edition of the Florida Department of Transportation Specifications for Road and Bridges Construction.
- B. For installation of Reflective Pavement Markers (“RPM”), work shall be supplied in accordance with Section 706 and 970 of the most recent edition of the Florida Department of Transportation Specifications for Road and Bridges Construction.
- C. For installation of Markings, work shall be supplied in accordance with the Section 706 of the most recent edition of the Florida Department of Transportation Specifications for Road and Bridges Construction.

## **METHOD OF MEASUREMENT AND PAYMENT**

1. Work for Reflective Pavement Markers shall be bid in two (2) separate manners.
  - A. **Furnish and Install:**  
Bidder shall indicate the Unit Price for markers furnished and installed, which price shall include all equipment, labor, and materials necessary to make a complete and accepted installation. Payment for reflective pavement markers shall be the unit price per marker as indicated on the Bid Submittal Form in Section VI of the ITB.
  - B. **Remove:**  
Bidder shall indicate the Unit Price for Item #46 marker removal, which price shall consist of all equipment, material, and labor necessary to remove, pick up, and dispose of the marker. Payment for the removal of reflective pavement markers shall be the unit price per marker as indicated on the Bid Submittal Form in Section VI of the ITB.
2. Work for Thermoplastic and Painted Traffic Stripes and Markings shall be measured and paid as follows:

- A. Payment for Thermoplastic and Painted Traffic Stripes and Markings shall be made per linear foot, complete, per the Bid unit price.  
(See Bid Submittal Form, Section VI of the ITB, for Unit of Measure)
  - B. Payment for Thermoplastic and Painted Pavement Messages shall be made per square foot, complete, per the Bid unit price.  
(See Bid Submittal Form, Section VI of the ITB, for Unit of Measure)
  - C. Payment for **removal** of Paint or Thermoplastic Traffic Stripes and Markings material shall be made per square foot, complete, per the Bid unit price. (See Bid Submittal Form, Section VI of the ITB.)
  - D. If a Purchase Order has been issued and the project is not complete at the end of the Term, the awarded prices shall remain in effect until completion of work.
3. **MOBILIZATION- CONTRACTOR'S COST RELATED TO MOBILIZATION SHALL BE INCLUDED IN EACH ITEM/UNIT PRICE.** Once Contractor receives a Purchase Order and work is scheduled by the County's Project Manager or his designee, it is the Contractor's responsibility to minimize mobilizations. Highlands County will not pay mobilization fees each time the Contractor mobilizes to Highlands County to complete a Purchase Order. With the exception of hydroblasting, Highlands County will only pay the Per Item/Unit Price from the ITB 22-002 Bid Submittal Form, as set forth in Section VI, for the work requested and completed per each Purchase Order.
4. Hydroblasting: Please see Bid Submittal Form Items 89 and 90. For Item 89, state the price for Hydroblasting including Mobilization with a minimum of 1200 square feet. For Item 90, state the per square foot price for Hydro-blasting for work completed over the minimum 1200 square feet. Contractor will be paid pursuant to the pricing set forth for Item 90 (per square foot) only after completion of work under Item 89 (mobilization and 1200 square foot).

## **PERFORMANCE & AWARD**

Contractor shall commence work no later than thirty (30) days after receipt of Purchase Order or as approved in writing by the County Project Manager or his designee. Work shall be continuous until



completed, unless the County Project Manager provides written direction to the contrary.

Awards will be based on the following factors: a) individual line items per Bid submittal, b) minimum order requirement amount, c) availability of Bidder to perform required work in the time frame allotted, and d) total dollar amount. The factors will be compared to determine that the best interest of the County is met, in the sole discretion of the County.

#### **ADDITIONAL REQUIREMENTS / INFORMATION**

- A. Please note on the "Official Bid Form" if a minimum order of any of the work to be done is required. This minimum will be taken into account regarding Award under the ITB.
- B. Bidders must be fully licensed in the state and county where the work is to be done and shall comply with applicable laws, rules, regulations, and ordinances of local and state authorities having jurisdiction. Awarded Bidder(s) will be required to furnish a copy of state and local licenses to the County for approval prior to the commencement of any work.
- C. Bidders must furnish a copy of proof of required insurance (listed in the General Terms and Conditions) along with their bid submittal forms.
- D. Bidder must supply County with a Material Safety Data Sheet (M.S.D.S.) for all materials used. If the formula for any material changes, new MSDS must be provided to County.
- E. No materials used shall contain lead or have lead incorporated in the formula.
- F. Bidders are encouraged to list exceptions of any items on bid.
- G. Highlands County will not accept bids with a MINIMUM ORDER REQUIREMENT OF MORE THAN EIGHT THOUSAND DOLLARS (\$8,000.00).  
  
Highlands County will not accept bids with a "PER MOVE CHARGE" (e.g., if all striping is not in one concentrated area).
- H. Any interpretation, clarification, correction, or change to the 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.
- I. **ALL WORK MUST BE PERFORMED IN TIME FRAME SPECIFIED ON EACH PURCHASE ORDER ISSUED.** If work is not performed within time frame specified and no extension or alternative arrangement is granted, in writing, by the County's Project Manager, Bidder may be precluded from bidding on projects in the future.

-END OF SECTION-

**SECTION VI. HIGHLANDS COUNTY FORMS**

Documentation included with Bid submittal package

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

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

Forms	
<b>LOCAL COMPLIANCE FORMS</b>	circle one
Official Bid Submittal Form: include acknowledgement of all addenda, original signature AND Excel Itemized Bid Form (rounded to whole cent)	YES NO
Drug-Free Workplace Certification, F.S. 287.087	YES NO
Public Entity Crimes Sworn Statement, F.S. 287.133	YES NO
Discrimination Certification, F.S. 287.134	YES NO
Scrutinized Companies Certification, F.S. 287.135	YES NO
E Verify Certification	YES NO
Local Preference Affidavit of Eligibility	YES NO
<b>MISCELLANEOUS DOCUMENTATION</b>	
Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number	YES NO
Acord Insurance Form (sample copy of Certificate of Insurance)	YES NO
Women / Minority Business Enterprise Certification, if applicable	YES NO
Licenses, Certifications: o FDOT prequalification, if applicable	YES NO
One (1) Original Submission Package, PAPER COPY) and one (1) exact electronic copy, on thumb drive, of the Submission package. With an additional excel file containing the <u>“Itemized Bid Form” to be completed and included as an unlocked Excel file.”</u> <b>OR</b> Upload one (1) all-inclusive adobe file of the Submission package to the County Website via VendorRegistry.com. With an additional excel file containing the <u>“Itemized Bid Form” to be completed and included as an unlocked Excel file.”</u>	YES NO
Statement of “No Bid” Due prior to submission due date and time	
Sealed Submission Label (affix to outside of submittal package)	

**OFFICIAL BID SUBMITTAL FORM**

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

SOLICITATION IDENTIFICATION: **ITB 22-002**  
 SOLICITATION NAME: **Pavement Marking**  
 SUBMITTED BY:

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

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

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

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

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

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

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

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

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

BIDDER IS: (CHECK ONE)

Individual     
  Partnership     
  Corporation  
 Limited Liability Company     
  Joint Venture\*

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

DOES BIDDER ACCEPT P-CARD (VISA)       YES       NO

In submitting this response, BIDDER represents that:

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

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.

**BID SUBMITTAL FORM (continued)****PRICING SHEET:**

As used in the following tables: "U/M" means Unit of Measure; "LF" means Linear Foot; "EA" means Each; "SF" means Square Foot; "MIN." means Minimum; "THERMO" means Thermoplastic; and "RPM" means Reflective Pavement Markers. A print out of Excel pages of pricing can replace page 20-23 of bid form.

**INDICATE PRICES BELOW FOR LAYOUT ON FRESH ASPHALT OR EXISTING ROAD**

ITEM	PRODUCT	TYPE	U/M	PRICE
1	6" YELLOW	PAINT	LF	
2	6" WHITE	PAINT	LF	
3	6" BLACK	PAINT	LF	
4	8" YELLOW	PAINT	LF	
5	8" WHITE	PAINT	LF	
6	12" WHITE	PAINT	LF	
7	18 " WHITE	PAINT	LF	
8	18" YELLOW	PAINT	LF	
9	24" WHITE	PAINT	LF	
10	SCHOOL MESSAGE	PAINT	EA	
11	RAILROAD MESSAGE	PAINT	EA	
12	ONLY MESSAGE	PAINT	EA	
13	STOP MESSAGE	PAINT	EA	
14	YIELD	PAINT	EA	
15	STRAIGHT ARROW	PAINT	EA	
16	MERGE MESSAGE	PAINT	EA	
17	TURN ARROW	PAINT	EA	
18	COMBO ARROW	PAINT	EA	
19	CUSTOM MESSAGE	PAINT	SF	
20	REMOVE STRIPING	PAINT	SF	
21	6" YELLOW	THERMO	LF	
22	6" WHITE	THERMO	LF	

**BID SUBMITTAL FORM (continued)**

23	YIELD	THERMO	EA	
24	YIELD SYMBOL (SHARKS TEETH)	THERMO	EA	
25	8" YELLOW	THERMO	LF	
26	8" WHITE	THERMO	LF	
27	12" WHITE	THERMO	LF	
28	18 " WHITE	THERMO	LF	
29	18" YELLOW	THERMO	LF	
30	24" WHITE	THERMO	LF	
31	SCHOOL MESSAGE	THERMO	EA	
32	RAILROAD MESSAGE	THERMO	EA	
33	ONLY MESSAGE	THERMO	EA	
34	STOP MESSAGE	THERMO	EA	
35	STRAIGHT ARROW	THERMO	EA	
36	MERGE MESSAGE	THERMO	EA	
37	TURN ARROW	THERMO	EA	
38	COMBO ARROW	THERMO	EA	
39	CUSTOM MESSAGE	THERMO	SF	
40	REMOVE STRIPING	THERMO	SF	
41	PROFILE ALIGNMENT 6" YELLOW	THERMO	LF	
42	PROFILE ALIGNMENT 6" WHITE	THERMO	LF	
<b>INDICATE PRICES BELOW TO FURNISH &amp; INSTALL PERMANENT FDOT MARKER</b>				
43	RPM AMBER MONO-DIRECTIONAL		EA	
44	RPM AMBER BI-DIRECTIONAL		EA	
45	RPM CLEAR/RED BI-DIRECTIONAL		EA	
46	REMOVE RPM		EA	

**BID SUBMITTAL FORM (cont.)**

**INDICATE PRICES BELOW TO RE-TRACE EXISTING PAVEMENT MARKINGS**

ITEM	PRODUCT	TYPE	U/M	PRICE
47	6" YELLOW	PAINT	LF	
48	6" WHITE	PAINT	LF	
49	8" YELLOW	PAINT	LF	
50	6" BLACK	PAINT	LF	
51	8" WHITE	PAINT	LF	
52	12" WHITE	PAINT	LF	
53	18 " WHITE	PAINT	LF	
54	18" YELLOW	PAINT	LF	
55	24" WHITE	PAINT	LF	
56	SCHOOL MESSAGE	PAINT	EA	
57	RAILROAD MESSAGE	PAINT	EA	
58	ONLY MESSAGE	PAINT	EA	
59	STOP MESSAGE	PAINT	EA	
60	YIELD	PAINT	EA	
61	STRAIGHT ARROW	PAINT	EA	
62	MERGE MESSAGE	PAINT	EA	
63	TURN ARROW	PAINT	EA	
64	COMBO ARROW	PAINT	EA	
65	CUSTOM MESSAGE	PAINT	SF	
66	REMOVE STRIPING	PAINT	SF	
67	6" YELLOW	THERMO	LF	
68	6" WHITE	THERMO	LF	
69	8" YELLOW	THERMO	LF	
70	8" WHITE	THERMO	LF	
71	12" WHITE	THERMO	LF	
72	18 " WHITE	THERMO	LF	

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**BID SUBMITTAL FORM (continued)**

73	18" YELLOW	THERMO	LF	
74	24" WHITE	THERMO	LF	
75	SCHOOL MESSAGE	THERMO	EA	
76	RAILROAD MESSAGE	THERMO	EA	
77	ONLY MESSAGE	THERMO	EA	
78	STOP MESSAGE	THERMO	EA	
79	YIELD	THERMO	EA	
80	STRAIGHT ARROW	THERMO	EA	
81	MERGE MESSAGE	THERMO	EA	
82	TURN ARROW	THERMO	EA	
83	COMBO ARROW	THERMO	EA	
84	CUSTOM MESSAGE	THERMO	SF	
85	REMOVE STRIPING	THERMO	SF	
86	AUDIBLE 6" YELLOW	THERMO	LF	
87	AUDIBLE 6" WHITE	THERMO	LF	
88	HYDRO-BLASTING TO INCLUDE MOBILIZATION & MIN S.F. 1,200	PAINT THERMO	MIN.	
89	HYDRO-BLASTING ADDITIONAL S.F. AFTER MAX. HAS BEEN USED	PAINT THERMO	SF	
90	RPM AMBER MONO- DIRECTIONAL		EA	
91	RPM AMBER BI-DIRECTIONAL		EA	
92	RPM CLEAR/RED BI-DIRECTIONAL		EA	
93	REMOVE R.P.M.		EA	

**BID SUBMITTAL FORM (cont.)**

- HIGHLANDS COUNTY MAY NOT ACCEPT BIDS WITH A MINIMUM ORDER REQUIREMENT OF MORE THAN EIGHT THOUSAND DOLLARS (\$8,000.00). IF BIDDER REQUIRES A MINIMUM DOLLAR AMOUNT PER JOB, PLEASE SPECIFY MINIMUM AMOUNT:

\$ \_\_\_\_\_

- HIGHLANDS COUNTY WILL NOT ACCEPT BIDS WITH A “PER MOVE” CHARGE (e.g., if all striping is not in a concentrated area)

- Exceptions to Bid:

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**CERTIFICATION/ACKNOWLEDGEMENTS:**

Having carefully examined the general and purchase order “Terms and Conditions”, all solicitation documents and, if necessary, reviewed site conditions that may affect cost, progress, performance and finishing of the work which meet these specifications.

The successful bidder/proposer shall be responsible for furnishing and delivering to the Highlands County requesting Department commodity or services on an “as needed” basis. The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein. (no additional trip, service or mileage charges)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County. The signature below, by an authorized representative, affirms they have read and understand the solicitation requirements.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

**TERM:**

The initial term of the Contract shall be for **three (3) year term** from the date of the Board approval. Upon mutual agreement of the parties, the contract may be **renewed for two (2) one (1) year terms**, at the same pricing, upon approval of both the County and the vendor at the time of the extension or renewal.



**PRICING:**

The incorporation of the attached **Excel File, 22-002 ITB Itemized Bid Form ver. 010-22-2021**, or as revised via addenda, containing the itemized bid price, is hereby acknowledged by the authorized representative signature below.

SUBMITTED ON: \_\_\_\_\_ 20 \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (Seal)  
Bidder's Authorized Representative

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

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

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

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

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

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

**DRUG FREE WORKPLACE**

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

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

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

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

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

whose business address is \_\_\_\_\_ and

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

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

**PUBLIC ENTITY CRIMES**

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

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

STATE OF 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 \_\_\_\_.

(AFFIX NOTARY SEAL)

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

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

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

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

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

**DISCRIMINATION CERTIFICATION**

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

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

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

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

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

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

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

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

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

The foregoing Certification was sworn to 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: \_\_\_\_\_

**SCRUTINIZED COMPANIES CERTIFICATION**

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES  
SCRUTINIZED COMPANIES CERTIFICATION**

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

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

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

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

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

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

The foregoing Certification was sworn to before me this \_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of \_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

(AFFIX NOTARY SEAL)

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

**E-VERIFY CERTIFICATION**

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

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

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

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

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

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

**LOCAL VENDOR AFFIDAVIT**

**LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY**

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





## STATEMENT OF NO BID

We, the undersigned, have declined to bid

- Specifications too "tight", i.e., geared toward one brand or manufacturer only
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or services
- Unable to meet specifications
- Unable to meet Bond requirements
- Specifications unclear (explain how)
- Unable to meet Insurance requirements
- Remove us from your "Bidders List" altogether
- Other (specify below)

Remarks:

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

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

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

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

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

Sealed Submission Label


Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"

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

Contact Information: Brandon Gunn, Purchasing Agent  
(863) 402-6500

**PLEASE PRINT CLEARLY**



		<b>SEALED BID/PROPOSAL DOCUMENTS</b> <b>• DO NOT OPEN •</b>	
SOLICITATION NO.:	<b>ITB 22-002</b>		
SOLICITATION TITLE:	<b>Pavement Marking</b>		
DATE DUE:	<b>Wednesday, December 22, 2021</b>		
TIME DUE:	<b>Prior to: 3:30 PM</b>		
SUBMITTED BY:	_____		
	<small>(Name of Company)</small>		
	<small>e-mail address</small>	<small>Telephone</small>	
<b>DELIVER TO:</b>	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 <sup>nd</sup> Floor (Brandon Gunn) 600 South Commerce Avenue Sebring, Florida 33870		
<b>Note: submissions received after the time and date above will not be accepted.</b>			

**\*Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**