

Purchasing Division

INVITATION TO BID (ITB)

19-055

**PARKWAY MOWING
PH III**

November 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. 19-055 PARKWAY MOWING PH III

Specifications may be obtained by downloading from our website: www.hbcc.net, or by contacting: Chris Davis, Purchasing Manager, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; Fax: 863-402-6735; or E Mail: cmdavis@hbcc.org.

A PRE-BID meeting will not be held for this solicitation. Each submittal shall include one (1) original bid submission package 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., Tuesday, January 7, 2020**, 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: r.cable@hbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

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

- Bidder means the person or entity submitting a Bid in response to this ITB.
- Contractor means the Bidder who signs a contract with the County to perform the Scope of Work.

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 \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

(a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(b) 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, Florida Statutes.

(c) 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 governmental entity for goods or services of \$1 million or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VII, 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 and shall not contact any County Official 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 with documentation of such authority included with Bid submission.
- N) Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
 - 1. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida

law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

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

services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

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

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

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Bidder. 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 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 shall be 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 shall 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 19-055

- 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.

-END OF SECTION-

SECTION IV. GENERAL SPECIFICATIONS FOR ITB 19-055

- a. PURPOSE: The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to secure an annual bid for Parkway mowing services. Awarded Bidder will provide right-of-way mowing/maintenance for an area that is approximately 32 acres. Parkway Phase III mowing areas run from and include the following:
1. The first roundabout at the Sebring Parkway intersection up to and including the roundabout intersection at Memorial Drive and College Drive; and
 2. Manatee Drive from the intersection of the Parkway to the North, to the end.
 3. The east side of Lake Denton Rd. from the retaining wall to the north to the Lake Denton ninety curve and all retention ponds specified on the map. The intent of this specification is to obtain a bid for the right-of way mowing/maintenance and retention ponds, approximately 26 acres (shaded in green on the maps), and the additional property, approximately 6 acres (shaded in red) as described below.
- b. TERM: The term of the Contract will be for an initial twelve (12) month period from date of full execution of the Contract. Upon mutual agreement of the parties, the contract may be renewed for four (4) one (1) year terms, at the same pricing. The contract will include a thirty-day termination for convenience clause by the County.
- c. LOCAL PREFERENCE will be applied to this Bid.
- d. WOMEN / MINORITY OWNED BUSINESS ENTERPRISE PREFERENCE will be applied to this Bid.
- e. MANDATORY PRE-BID MEETING AND SITE VISIT will not be held for this solicitation.
- f. RESPONSE DUE DATE AND LOCATION: As described on the Announcement sheet. (Page 3)
- g. PURCHASE ORDER: The awarded Bidders shall not proceed with delivery (or ordering of goods where applicable) until receipt of purchase order. A purchase order number will be provided for work required to be done during this bid period.
- h. CHANGE ORDER(S): The Bidder shall have approval from the County in writing prior to commencement of any change order.
- i. PAYMENT: Payment for all work will be made in accordance with the County's Prompt Payment Policy.
- j. PROJECT MANAGER: Mr. Kyle Green (HCBCC; Road and Bridge Department)
- k. FAILURE TO PERFORM: Failure to complete the delivery as ordered and scheduled will result in written notice to the Bidder terminating its rights to proceed as to the purchase order. Bidder shall not, however, be responsible for delays in service due to:
- Unavoidable mechanical breakdowns
 - Strikes
 - Acts of God

- Fire

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

I. INVOICING / COMPENSATION:

1. Contractor shall submit detailed invoices to the Road and Bridge Department within 5 business days from accepted delivery of the pipe(s). A delivery is "acceptable", in the sole discretion of the County, if the delivered products meet the specifications of the ITB and the delivery is timely and otherwise in conformance with the requirements of this ITB. If there are any apparent defects in the materials at the time of delivery, County will promptly notify Contractor. Without limiting any other rights to which it may be entitled, County may require Contractor, at Contractor's expense, to repair or replace the nonconforming or damaged goods, refund the price of any of the nonconforming or damaged goods, or accept the return of any or all of the nonconforming or damaged goods.
 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.
- m. There will be no fuel price adjustments for this contract.
 - n. The Contractor shall supply all materials, equipment, vehicles, and personnel needed to provide the service in accordance with these specifications. The Contractor shall have fully acquainted and familiarized themselves with requested specifications and terms set forth in this Bid. Contractor shall maintain equipment to provide proper cutting of grass.
 - o. All mowing, trimming, chemical spraying, edging, and care will be monitored by a named County contact person and the Contractor will notify the contact person within 24 hours of completion of each cycle for inspection.
 - p. 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.
 - q. Hours of operation will be from sunrise to sunset, EXCEPT Sundays and holidays as identified by the County.
 - r. 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 awarded vendor and may still require mowing, weed eating, and/or other clean up.
 - s. 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.

- t. During the months of September through May, Contractor shall mow and maintain the area shaded in green on a three-week cycle, unless otherwise directed by the County, with the same requirements as described for the summer months.
- u. During the summer months, which are defined as June, July and August, Contractor shall mow and maintain the areas shaded in green on a two-week cycle (areas in red on the map only need mowing a few times a year). Grass shall be cut to a maximum 3". Contractor shall perform weed eating (and herbicide applications as described below) around all fences, guardrails, signs, sidewalks, concrete mattress, curbing, traffic separators etc., in all areas and shall mow all ponds and perform weed eating around fencing. The Contractor shall also keep all fences free of plants and weeds. Contractor shall edge sidewalks and medians and spray as needed. The Contractor shall keep all sidewalks clear of plants and trees to a height of 7 to 8 feet. Contractor shall remove all plants and weeds and all debris from mowing. Contractor shall pick up and properly dispose of all trash before mowing.
- v. The Contractor shall be responsible for instructing his 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 at all times unless a qualified mechanic is working on the machine. The equipment shall at all times be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. All employees shall wear proper personal protective equipment while working on County property.
- 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 these specifications 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.
- y. Contractor agrees to conform to any and all State and Federal regulations pertaining to chemicals, including Chapter 442, Florida Statutes, commonly referred to as the "Florida Pesticide Law", and to assist Highlands County in doing so.
 - z. All debris, construction scrap, landscape or tree trimmings, created 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 will be used however; the contractor must be licensed to use chemicals if such requirements exist. Awarded vendor must 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.
- cc. Overhanging trees and plants must be trimmed above sidewalks at a clearance height of at least 7-8 feet above sidewalk or ground.
- dd. Chemical herbicides shall be applied by Contractor twice a year. The first application shall occur during the month of May. The second application shall occur in late August. Spray sites include, but are not limited to: (1) in between sidewalks, (2) where concrete curb meets asphalt travel lanes, (3) around catch basins and inlets, (4) around guardrail, (5) around erosion control mattress, (6) along fence rows, (7) around signal poles, sign poles, utility poles, etc. The two required chemical applications shall be incorporated into Contractor's average "cost of mowing per cut" bid price. These services shall not be invoiced separately.
- ee. Contractor shall repair at Contractor's cost and expense, all damage to property resulting from Contractor's performance of this work.

AREA TO BE MOWED AND MAINTAINED

Maps of the mowing and maintenance locations are attached.

MOWING OF RETENTION AREAS

Anything inside the fenced in areas must be mowed. Anything alongside the roadway adjacent to any street must be mowed.

CONTRACTOR CAPABILITY

1. Contractor shall provide three references that include person's name, phone number and email.
2. Contractor shall submit a list of all current workload and schedule, staffing and evidence of capability to perform this work.
3. Contractor shall provide a list of all equipment currently owned or leased and available for this work.

-END OF SECTION-

SECTION V. BID SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT IDENTIFICATION: ITB 19-055 – PARKWAY MOWING

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 (cont.)

- The following documentation is included with this Bid:

Document	Check if included or circle one		
Completed Bid Form and Price Sheet (page 17-18)	Required	YES	NO
Documentation of Authority to legally commit the bidder	Required	YES	NO
Drug-Free Workplace Certification (page 19)	Required	YES	NO
Contractor shall provide three (3) references	Required	YES	NO
Contractor's current workload, staffing and schedule	Required	YES	NO
List of Contractor's equipment currently owned or leased	Required	YES	NO
Public Entity Crimes Sworn Statement (pages 20-21)	Required	YES	NO
Discrimination Certification (page 22)	Required	YES	NO
Scrutinized Companies Certification (page 23)	Required	YES	NO
Acord Insurance Form	Required	YES	NO
E Verify Certification (page 24)	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 AND MAINTENANCE PER CUT 26 Acres shown in green: _____
 COST FOR MOWING AND MAINTENANCE PER CUT 6 Acres shown in red: _____

- Exceptions to Bid:

- Note any contract suspended or terminated: _____
- 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: _____

SECTION VI. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
ITB 19-055**

**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 19-055

**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: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES
ITB 19-055
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 19-055**

**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 that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not 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, Florida Statutes, and that it does not have business operations in Cuba or Syria.

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 _____, 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)

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 19-055

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: _____

Notary Public, State of _____

(AFFIX NOTARY SEAL)

**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, December 30, 2019 to the contact referenced in Section VIII.

SECTION X. SAMPLE CONTRACT

SAMPLE CONTRACT

**CONTRACT FOR PARKWAY MOWING PHASE III
ITB 19-055**

This Contract, made this day of _____, 20__, by and between Highlands County, a political subdivision of the State of Florida ("County") and _____, a _____ corporation, hereinafter called "Contractor".

ARTICLE 1, GENERAL. Contractor shall provide County with mowing and maintenance services on specific areas of the Parkway as specified in the ITB 19-055 and this Contract.

ARTICLE 2. GENERAL DESCRIPTION OF MOWING/MAINTENANCE AREA. Parkway Phase III mowing areas run from and include the following:

1. The first roundabout at the Sebring Parkway intersection up to and including the roundabout intersection at Memorial Drive and College Drive; and
2. Manatee Drive from the intersection of the Parkway to the North, to the end.
3. The east side of Lake Denton Rd. from the retaining wall to the north to the Lake Denton ninety curve and all retention ponds specified on the map. The intent of this specification is to obtain a bid for the right-of way mowing/maintenance and retention ponds, approximately 26 acres (shaded in green on the maps), and the additional property, approximately 6 acres (shaded in red) as described below.

A sketch of the mowing and maintenance area, consisting of fifteen (15) pages, is attached hereto.

ARTICLE 3. TERM. The Initial Term of this Contract is One (1) year commencing on the date set forth above. This Contract may be renewed by agreement of the parties for three (3) additional one year (1) terms. The Initial Term and Renewal Term(s) shall hereinafter be referred to collectively as the "Term" of this Contract.

ARTICLE 4. SCOPE OF WORK.

- a. During the months of September through May Contractor shall mow and maintain the areas on a three-week cycle, unless otherwise directed by the County, with the same requirements as described for the summer months.
- b. During the summer months, which are defined as June, July and August, Contractor shall mow and maintain the areas on a two-week cycle (areas in RED on the map only need mowing a few times a year). Grass shall be cut to a maximum 3". Contractor shall perform weed eating (and herbicide applications as described below) around all fences, guardrails, signs, sidewalks, concrete mattress, curbing, traffic separators etc., in all areas and shall mow all ponds and perform weed eating around fencing. The Contractor shall also keep all fences free of plants and weeds. Contractor shall edge sidewalks and medians and spray as needed. The Contractor shall keep all sidewalks clear of plants and trees to a height of 7 to 8 feet. Contractor shall remove all plants and weeds and all debris from mowing. Contractor shall pick up and properly dispose of all trash before mowing.
- c. The Contractor shall be responsible for instructing his 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 at all times unless a qualified mechanic is working on the machine. The equipment shall at all times be free from defects or wear which may in any way constitutes a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. All employees shall wear proper personal protective equipment while working on County property.
- d. 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 these specifications and any resulting contract documents.
- e. The Contractor shall have and comply with the "FDOT Indexes" and the "Manual on Uniform Traffic Control Devices" and shall maintain safe conditions at all times. During mowing operations, traffic shall be maintained in accordance with all state and local rules and regulations.
- f. Contractor shall agree to conform to any and all State and Federal regulations pertaining to chemicals and shall assist Highlands County in doing so (Chapter 442 F.S.).
- g. All debris, construction scrap, landscape or tree trimmings, created by the Contractor, shall be disposed of by Contractor at Highlands County's designated landfill facility at the Contractor's expense.
- h. Chemical herbicides such as 2-4-D Amine and/or Glyphosate shall be used by Contractor. However, the Contractor must be licensed to use chemicals if such requirements exist. Contractor shall provide Material Safety Data Sheets (MSDS) for all products prior to each delivery or utilization of the product.
- i. Blowing grass off roadway is not required. However, grass on all sidewalks and curbing shall be blown or swept off by Contractor.
- j. Chemical herbicides shall be applied by Contractor twice a year. The first application shall occur during the month of May. The second application shall occur in late August. Spray sites include, but are not limited to: (1) in between sidewalks, (2) where concrete curb meets asphalt travel lanes, (3) around catch basins and inlets, (4) around guardrail, (5) around erosion control

mattress, (6) along fence rows, (7) around signal poles, sign poles, utility poles, etc. The two required chemical applications shall be incorporated into Contractor's average "cost of mowing per cut" bid price. These services shall not be invoiced separately.

ARTICLE 5. MOWING OF RETENTION AREAS. Anything inside the fenced in areas shall be mowed. Anything alongside the roadway adjacent to any street shall be mowed.

ARTICLE 6. REQUIREMENTS / ADDITIONAL TERMS.

- a. There will be no fuel price adjustments for this Contract.
- b. The Contractor shall supply all materials, equipment, vehicles, and personnel needed to provide the service in accordance with these specifications.
- c. All mowing, trimming, chemical spraying, edging, and care will be monitored by a named County contact person and the Contractor will notify the contact person within 24 hours of completion of each cycle for inspection.
- d. 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.
- e. Hours of operation will be from sunrise to sunset, EXCEPT Sundays and holidays as identified by the County.
- f. While it is recognized that the adjacent homeowner may be mowing some of the actual right of way areas, the area is the responsibility of Contractor and may still require mowing, weed eating, and/or other clean up.
- g. 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.

ARTICLE 7. CONSIDERATION. County shall pay Contractor \$ _____ dollars per cut of 26 acres and \$ _____ dollars per cut for 6-acre area identified on bid form, in accordance with the schedule of cuts as contained in the Scope of Work.

ARTICLE 8. DAMAGE TO PROPERTY. Contractor shall repair at Contractor's cost and expense, all damage to property resulting from Contractor's performance of this Contract.

ARTICLE 9. LIABILITY OF THE COUNTY: Contractor acknowledges and agrees that the 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 whether such damage or loss is due to power failure, equipment failure or malfunction, theft, fire, flood, force majeure, act of terrorism, vandalism or any other cause, unless (and then only to the extent) caused by the gross negligence or intentional or willful destruction by the County. In addition, Contractor acknowledges and agrees that the County shall not be responsible for consequential damages, lost profits or other similar damages.

ARTICLE 10. INSURANCE.

- a. Contractor shall be insured and furnish to County Certificates of Insurance that document that insurance coverage has been obtained which meets the following requirements:

- (1) Workers' Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes. The policy must include Employers' Liability with a limit of

\$100,000 for each accident, \$500,000 disease (policy Limit). and \$100,000 disease (each employee).

(2) General Liability Insurance on a comprehensive basis in an amount not less than 1,000,000 combined single limit per occurrence for bodily injury and property damage. County must be shown as an additional insured with respect to this coverage.

(3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

(4) Certificate must indicate County's Contract Number.

(5) Signature of agent must be included.

(6) If Automotive Liability Insurance is required, insurance must be provided for all of the following vehicles:

(a) Owned

(b) Non-owned

(c) Hired

(7) If General or Public Liability Insurance is required, Certificate of Insurance must show Highlands County as an additional insured for that coverage.

(8) Certificate Holder must read exactly as presented below:

Highlands County, a political subdivision of the State of Florida, its Elected Officials, Employees, Agents, and Volunteers, 600 South Commerce Avenue, Sebring, Florida 33870.

b. All required insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, having an A.M. Best rating of at least the "A" category and size category VIII by the latest edition of Best's Insurance Guide, published by A.M. Best Company, New Jersey.

c. Contractor shall ensure that the Certificates of Insurance required in conjunction with this section retain in full force for the Term of the Contract, including any Renewal Terms. If the Certificate(s) of Insurance is scheduled to expire during the Term of the Contract, Contractor shall submit new or renewed Certificate(s) of Insurance to County a minimum of ten (10) calendar days before such expiration. Contractor shall not modify, change or fail to renew any required insurance without giving the County thirty (30) days written notice in advance of the modification or change, and Contractor shall give written notice to County within three (3) days after any modification, change or nonrenewal of any required insurance.

d. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract Term, County may suspend the Contract until the new or renewed Certificates are received by County in the manner prescribed herein. If such suspension exceeds 30 calendar days, County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. INDEMNIFICATION. The 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 Contract or work performed under or related to this Contract, 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, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Contract Price shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms conditions of this Indemnification shall survive indefinitely.

12. CONTRACTORS REPRESENTATIONS AND WARRANTIES. In addition to the other representations, warranties and covenants made by Contractor under this Contract, Contractor hereby represents covenants and warrants to the County as follows:

- a. Contractor is a validly formed and duly existing limited liability company under the laws of the State of Florida;
- b. Contractor and its members, volunteers, employees, and affiliates shall comply with this Contract, all applicable statutes, laws, regulations, ordinances, rules, and policies related to the use of the Equipment.

ARTICLE 12. TERMINATION FOR CONVENIENCE. County, at its sole discretion, reserves the right to terminate this Contract without cause upon ten (10) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract, County shall be liable only for reasonable costs incurred by Contractor prior to its receipt of the notice of termination.

ARTICLE 13. TERMINATION FOR DEFAULT. County reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms of this Contract. County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will receive notice by letter of County's intent to terminate. In the event of termination for default, County may procure the required goods and services from any source and use any method deemed to be in its best interest. All re-procurement costs shall be borne by Contractor.

ARTICLE 14. TIME IS OF THE ESSENCE. Failure to deliver goods and services of the quality and quantity and within the time(s) specified by this Contract shall, at option of County, relieve County of any obligation to accept and pay for such goods and services as well as any undelivered shipments if any; and upon failure to deliver as specified, County may buy like goods/services elsewhere and charge Contractor with any increased cost or other loss incurred thereon pursuant to Chapter 672, Florida Statutes, unless the County agrees to the deferment in the provision of the services or goods in writing. Any failure by County to exercise its option with respect to any shipment of goods and services shall not be deemed to constitute a waiver with respect to subsequent shipments. This provision is not in lieu of, and County does not waive, any remedies provided by law.

ARTICLE 15. DISPUTE RESOLUTION

The Parties will use the following procedure to address any dispute arising under this Contract (a "Dispute").

15.1. Negotiation.

- a. Notice of claims or disputes. All claims or disputes (hereinafter generally referred to as "contract claim(s)") by Contractor against the Owner relating to this Agreement, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or

disputes shall be submitted in writing to the Owner's purchasing manager for initial informal review and determination.

b. Requested information. During the initial review stage provided for in subsection (1) above, Contractor shall supply any additional information requested by the Owner's purchasing manager within the time period set forth in the request. Failure of Contractor to comply may result in resolution of the claim without consideration of any information which is untimely-filed pursuant to such request.

c. Authority of the purchasing manager to resolve formal contract claims. The purchasing manager is authorized to resolve any claim arising out of the performance of this Agreement at any time during the contract claim process. Where otherwise required, such resolution shall be conditioned on the approval of the County Administrator or the Highlands County Board of County Commissioners.

d. Notice to Contractor of the purchasing manager's decision. The written decision of the purchasing manager pertaining to Contractor's formal contract claim shall be sent to the Contractor by hand delivery or certified mail, return receipt requested, or by such other means as agreed by the parties, at the notice address listed on the contract claim.

e. Adverse decision. If an adverse decision on the Contractor's formal contract claim has been rendered by the Owner's purchasing manager, the notice of decision shall inform the Contractor of the right to request mediation.

f. Finality of purchasing manager's decision. The purchasing manager's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, Contractor files a written request for mediation.

15.2 Mediation. The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida. Each party will bear its own costs of mediation, but the parties will equally share the cost of the mediator.

15.3 Litigation, Venue, and Jurisdiction. If a contract claim remains unresolved for sixty (60) days after receipt of the Notice of Mediation, the Owner may terminate this Agreement in accordance with Article 16 of the Standard General Conditions of the Construction Contract, EJCDC C-700 or either party may then submit the contract claim to a court of competent jurisdiction in in Highlands County, State of Florida. Each party irrevocably agrees to submit to the exclusive jurisdiction of the court over any claim or matter arising under or in connection with this Agreement. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Highlands County, Florida. The use of these dispute resolution procedures shall not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

ARTICLE 16. EMPLOYMENT ELIGIBILITY VERIFICATION.

a. Definitions. As used in this paragraph

(1) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee—

- (a) Normally performs support work, such as indirect or overhead functions; and
- (b) Does not perform any substantial duties applicable to the Contract.

(2) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(3) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.

(4) United States, as defined in 8 U.S.C. 1 101 (a) (38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

b. Enrollment and verification requirements.

(1) The Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of— (a) All new employees.

(i) Enrolled 30 calendar days or more. The Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within 3 business days after the date of hire; or

(ii) Enrolled less than 30 calendar days. Within 30 calendar days after enrollment in E-Verify, the Contractor shall initiate verification of employment eligibility of all new hires of the Contractor who are working in the State of Florida, whether or not assigned to this Contract, within 9 business days after the date of hire; or

(b) Employees assigned to this Contract. For each employee assigned to this Contract, the Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of contract award or within 30 days after assignment to this Contract, whichever date is later.

(2) The Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of the Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

c. Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

d. Individuals previously verified. The Contractor is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Contractor through the E-Verify program.

e. Subcontracts. The Contractor shall include, and shall require the inclusion of, the requirements of this Section, including this subsection e (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 17. NOTICES. Service of all notices under this Contract shall be sufficient, if given personally or mailed postage prepaid, to the party involved at the address set forth below or to such address as such party may provide in writing from time to time. Any notice mailed to said address shall be deemed when postmarked, pre-stamped and duly addressed, in the United States mail.

Notice to County shall be:

Highlands County Road and Bridge Department,
Director
4344 George Blvd,
Sebring, FL 33875

Notice to Contractor shall be:

(Contractor Information here)

ARTICLE 18. CONTINGENCIES AND FORCE MAJEURE. Performance of any obligation under this Contract may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosions, accidents, floods, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout, or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts, or limits the performance of this Contract. The affected party shall invoke this provision by promptly notifying the other party of the nature and estimated duration of the suspension period. At County's option, the Contract may be terminated or modified. If County fails to modify the Contract within thirty (30) days of receipt of notification from the Contractor, the Contract lapses with respect to any deliveries affected.

ARTICLE 19. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS. The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, the Contractor shall provide two (2) complete sets of Material Safety Data Sheets to each County Department utilizing products provided by Contractor.

ARTICLE 20. MISCELLANEOUS.

(a) Final Contract. This Contract constitutes the final and entire agreement between the parties with respect to this subject matter and may be amended only in a writing signed by both parties.

(b) Relationship of the Parties. Nothing herein contained shall be deemed to constitute either of the parties hereto as a joint venture, partner or agent of the other, and neither party shall claim any status which is contrary to the terms of the Contract. Contractor shall have no authority or right to contract or otherwise commit the County to any legal obligation. Nothing contained herein shall in any way be construed to constitute Contractor, its officers, employees, members, volunteers, agents or subcontractors to be representatives, agents, subagents, or

employees of County.

(c) Waiver of Provisions, No change, waiver or discharge from the provisions in this Contract shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right contained in this Contract shall be construed as a waiver. A waiver by either of the parties of any provision or breach shall not be a waiver of any other provision or breach.

(d) Governing Law and Venue. This Contract shall be governed by the laws of the State of Florida without giving to any rules of conflicts of law. Venue of any disputes relating to this Contract shall be in Highlands County, Florida. Any action arising out of or to enforce or interpret the provisions of this Contract shall be filed in the appropriate court in Highlands County, Florida.

(e) Assignment and Subcontracts. Contractor shall not assign or subcontract its rights and obligations under this Contract without the prior written consent of the County.

(f) Authorized Representative. The representative of Contractor whose signature appears below, affirms that he or she has read and is familiar with the provisions in this Contract and possesses the authority to execute this Contract on behalf of Contractor.

(g) Exemption from Taxes The Contractor shall not charge the County directly for any sales or excise taxes. The County is exempt from State Sales Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County on request. The Contractor shall be responsible for any payment of any sales, use, or excise tax. This exemption does not include materials purchased and used by a contractor for a construction project.

(h) Survival. The parties acknowledge that any of the obligations in this Contract will survive the term, termination and cancellation of this Contract. Accordingly, the respective obligations of the Contractor and County under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration of the Contract.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, but all of which constitute the same contract, in the year and day first shown and mentioned.

Contractor

[SEAL]

HIGHLANDS COUNTY, a political subdivision
of the State of Florida

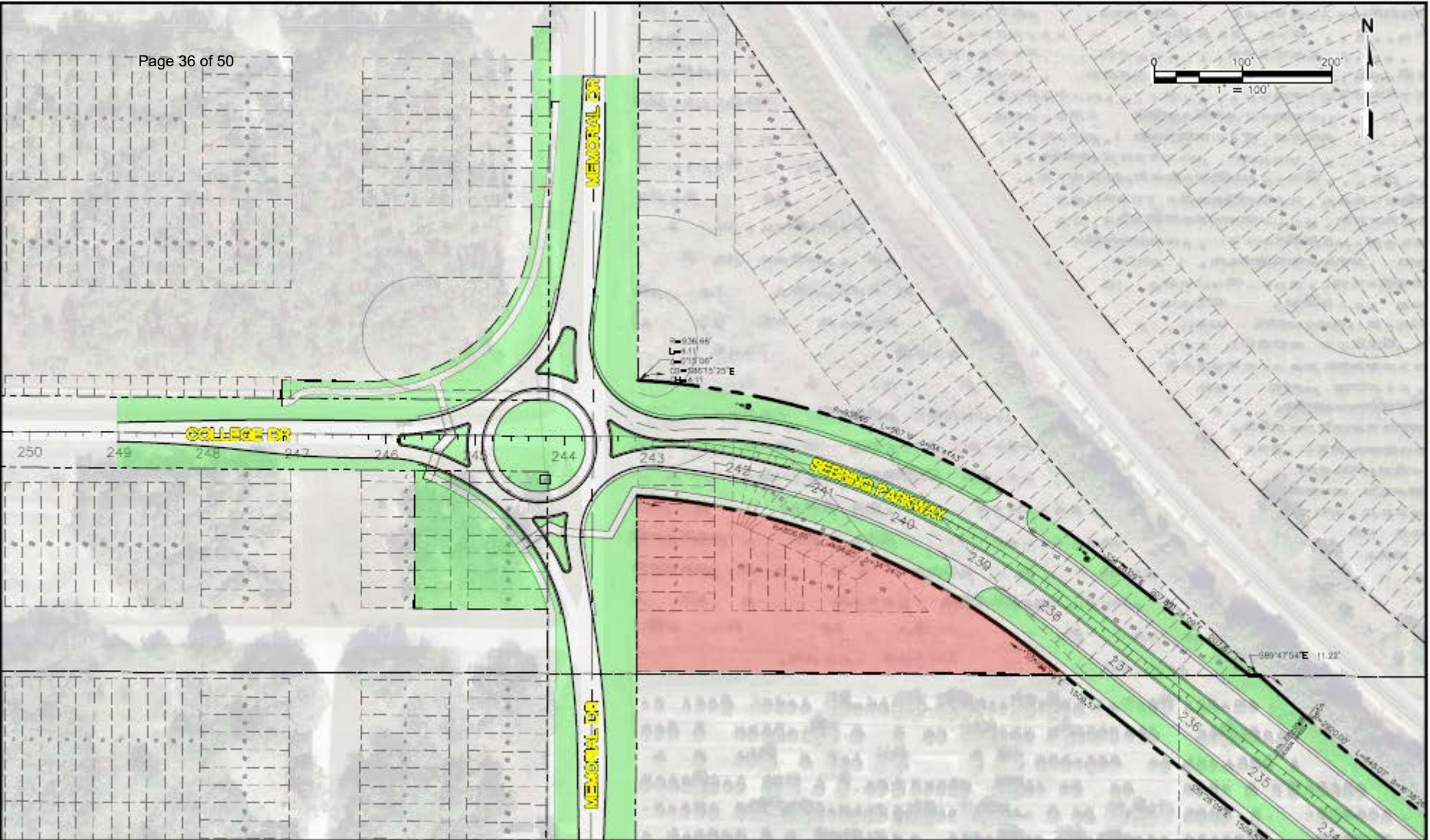
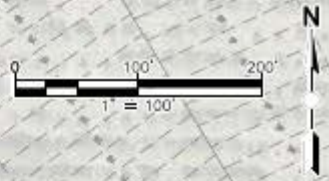
By its Board of County Commissioners

BY: _____
_____, Chairman

ATTEST: (SEAL)

Robert W. Germaine, Clerk

ATTACHMENT A - MAPS OF MOWING AND MAINTENANCE AREA (15 pages)



DATE	BY	REVISION DESCRIPTION

STATUS

FOR INFORMATION

DESIGNED BY: CLAYTON HENNING, P.E.
 DRAWN BY: TERRY HENNING
 CHECKED BY: CLAYTON HENNING, P.E.
 IN CHARGE: CLAYTON HENNING, P.E.
 DATE: 02/27/2025

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

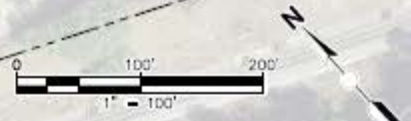
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 FLORIDA REGISTRATION NO.: 81023



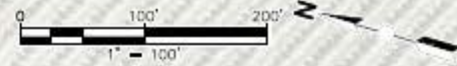
DATE: _____

**SEBRING PARKWAY PHASE III
 MOWING AREAS
 PLAN VIEW**

SCALE	HORIZ.	VERT.	PROJECT NO.	REV.
1"=100'	N/A	N/A	N/A	0
SHEET 1 OF 15				



<table border="1"> <tr> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		DATE	BY							REVISIONS DESCRIPTION 1 2 3 4	STATUS <p style="text-align: center; color: red; font-weight: bold;">FOR INFORMATION</p>	DESIGNED BY CHECKED BY IN CHARGE DATE	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		APPROVED BY DATE	SCALE HORIZ. 1" = 100' VERT. N/A PROJECT NO. N/A REV. 0
DATE	BY															
SEBRING PARKWAY PHASE III MOWING AREAS PLAN VIEW																
SHEET 2 OF 13																

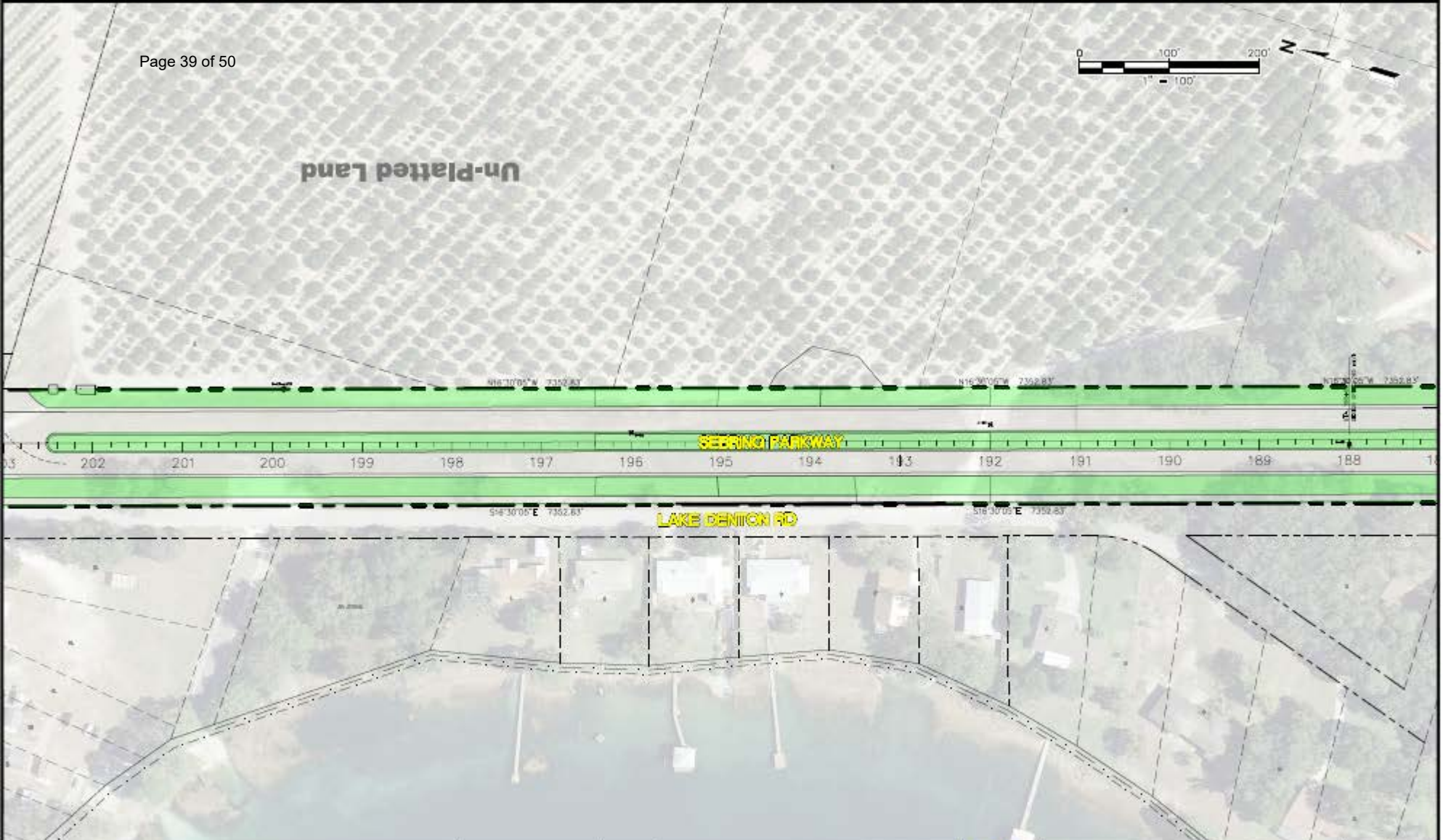


REVISIONS DATE BY DESCRIPTION		FOR INFORMATION	DRAWN BY: CLAYTON HENDERSON, P.E. CHECKED BY: CLAYTON HENDERSON, P.E. IN CHARGE: CLAYTON HENDERSON, P.E. DATE:	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		SEBRING PARKWAY PHASE III MOWING AREAS PLAN VIEW	SCALE: HORIZ. 1"=100' VERT. N/A PROJECT NO. N/A REV. 0
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DATE	BY	DESCRIPTION

FOR INFORMATION

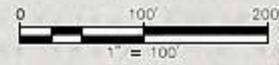
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 DRAWN BY: CLAYTON HENDERSON
 CHECKED BY: CLAYTON HENDERSON, P.E.
 IN CHARGE: CLAYTON HENDERSON, P.E.
HIGHLANDS COUNTY ENGINEERING DEPARTMENT
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870



APPROVED BY: CLAYTON HENDERSON, P.E.
 DATE:

SEBRING PARKWAY PHASE III MOWING AREAS
PLAN VIEW

SCALE	1"=100'
HORIZ.	N/A
VERT.	N/A
PROJECT NO.	N/A
REV.	0
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Un-Platted Land

SEBRING PARKWAY

187 186 185 184 183 182 181 180 179 178 177 176 175 174 173 172

SECTION 2-34-20

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FOR INFORMATION

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 CHECKED BY: CLAYTON HENDERSON, P.E.
 IN CHARGE: CLAYTON HENDERSON, P.E.
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**HIGHLANDS COUNTY
 ENGINEERING DEPARTMENT**
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870

APPROVED BY: CLAYTON HENDERSON, P.E.
 DATE:

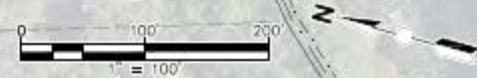


**SEBRING PARKWAY PHASE III
 MOWING AREAS
 PLAN VIEW**

SCALE	HORIZ.	1" = 100'
VERT.	N/A	
PROJECT NO.	N/A	
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19-EST 5 OF 15

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Un-Platted Land

50°30'49\"/>

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SEBRING PARKWAY

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S10°30'05\"/>

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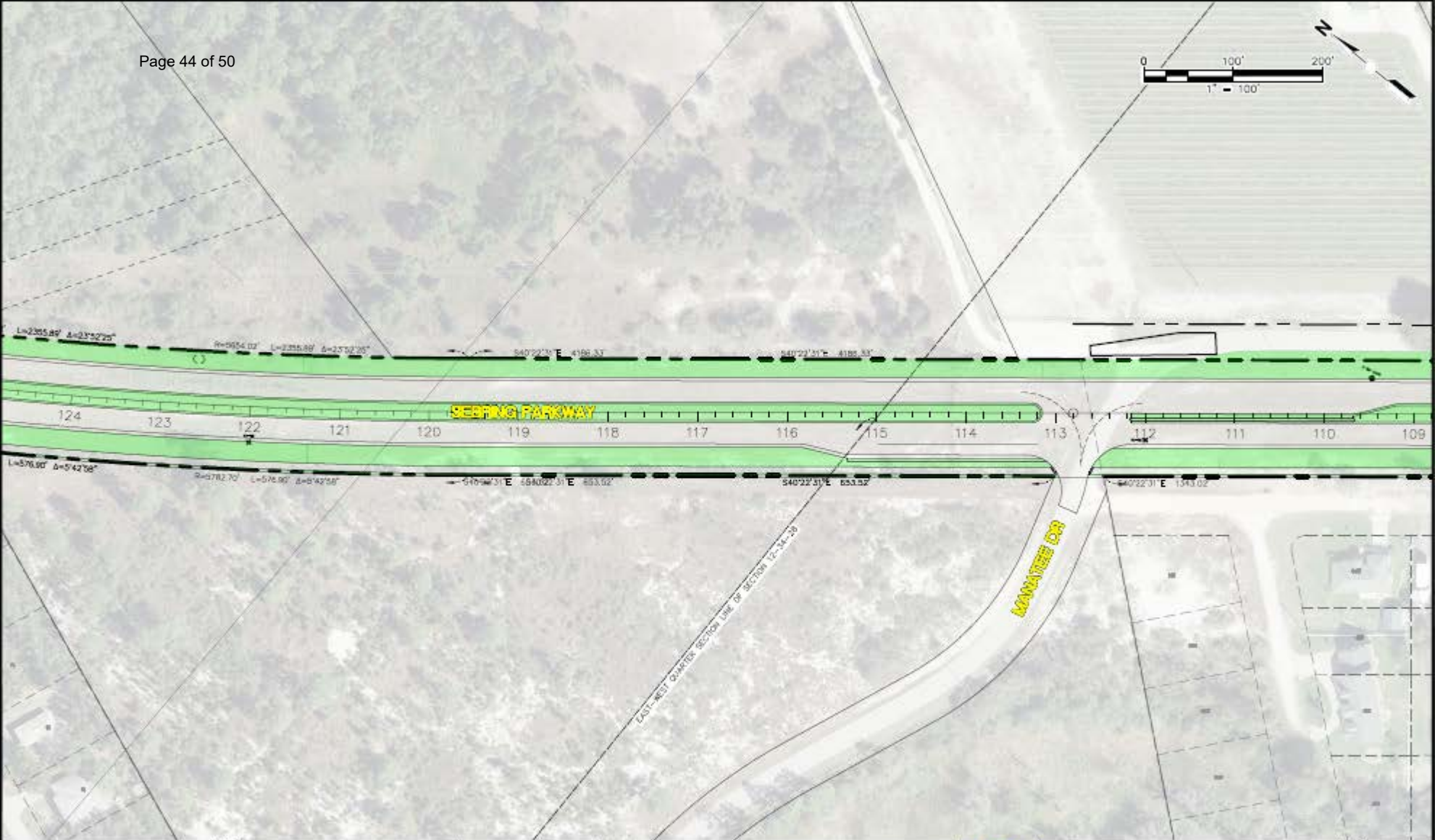
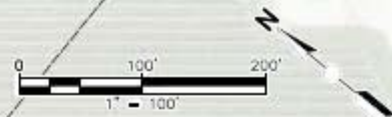
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DATE	BY															



DATE: _____ BY: _____ DESIGNER: _____		STATUS: FOR INFORMATION		DESIGNED BY: CLAYTON HENDERSON, P.E. DRAWN BY: STEVE JARNEY CHECKED BY: CLAYTON HENDERSON, P.E. IN CHARGE: CLAYTON HENDERSON, P.E. DATE: _____		HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870				SEBRING PARKWAY PHASE III MOWING AREAS PLAN VIEW		SCALE: HORIZ: 1"=100' VERT: N/A	
				APPROVED BY: CLAYTON HENDERSON, P.E. <small>Professional Seal</small>		DATE: _____				PROJECT NO.: N/A REV: 0			
<small>© 2012 Highlands County, Florida. All Rights Reserved. No Warrant is Made. Errors and Omissions Excepted.</small>										SHEET 7 OF 15			

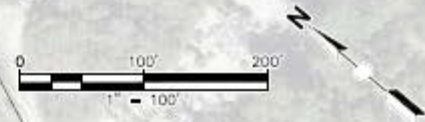


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APPROVED BY: CLAYTON HENDERSON, P.E.		APPROVED BY: CLAYTON HENDERSON, P.E.	DATE:	DATE:	SHEET 9 OF 15										

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Un-Platted Land

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SANDLACE DR

SEBRING PARKWAY

SEBRING HWY



DATE	BY	REVISIONS
		DESCRIPTION

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 IN CHARGE: CLYDE HENDERSON, P.E.
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**HIGHLANDS COUNTY
 ENGINEERING DEPARTMENT**
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870

APPROVED BY: CLYDE HENDERSON, P.E.
 DATE:



SEBRING PARKWAY PHASE III
 MOWING AREAS
 PLAN VIEW

SCALE	HORIZ.	VERT.
1"=100'	N/A	N/A
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SHEET 10 OF 15		



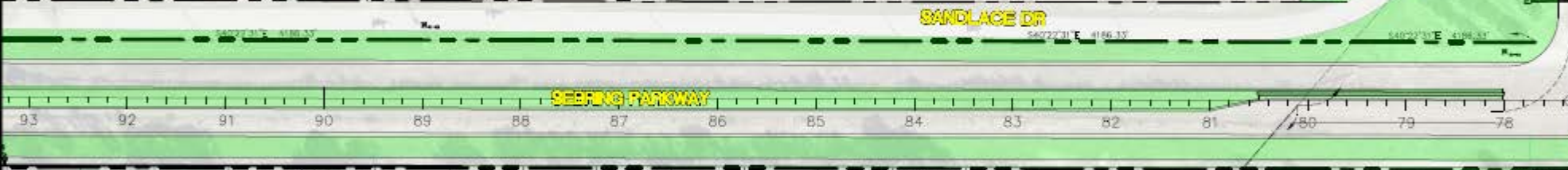
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SANDLACE DR

SEBRING PARKWAY

LAKE SEBRING BLVD



DATE	BY	DESCRIPTION

STATUS

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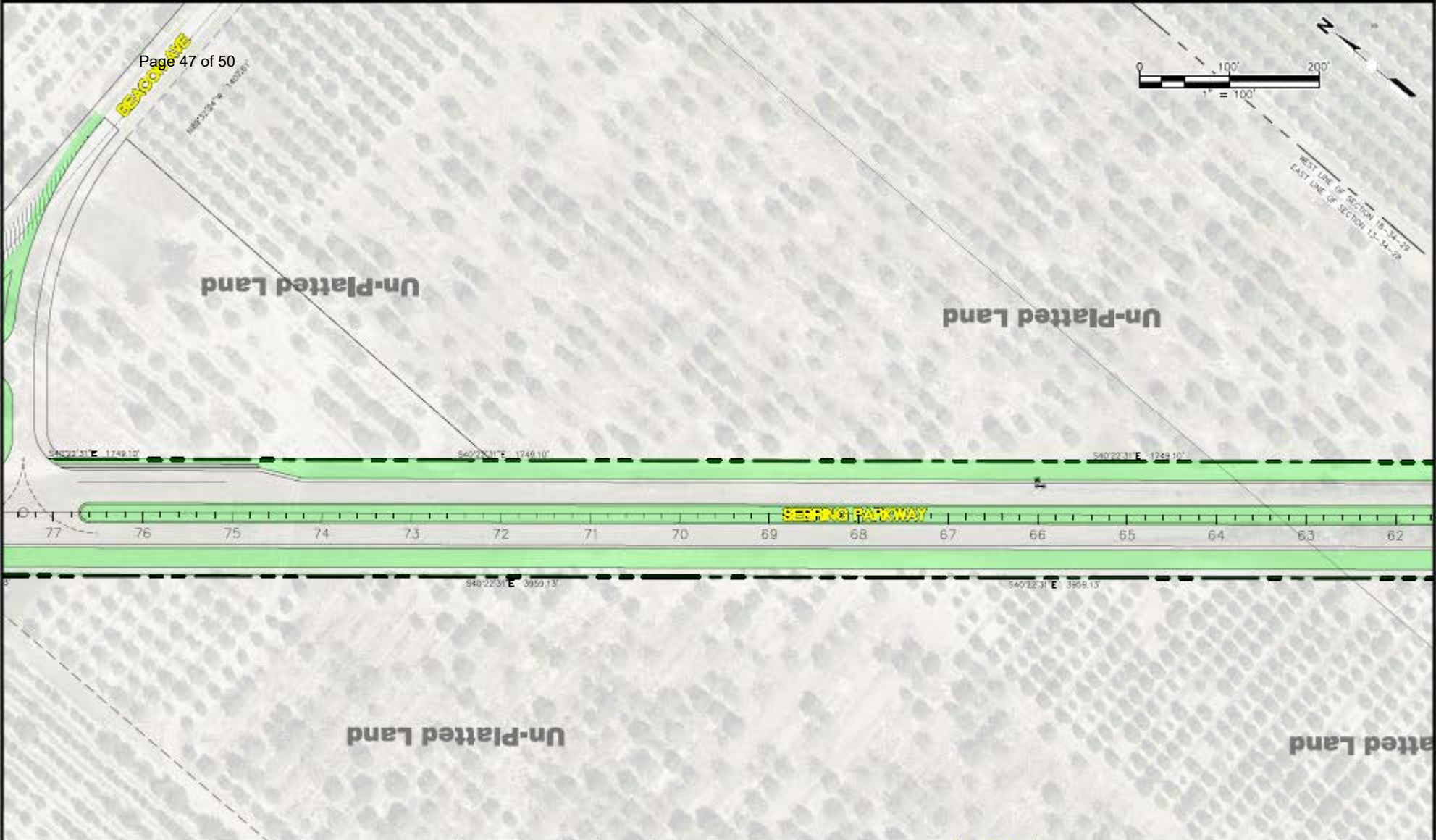
**HIGHLANDS COUNTY
 ENGINEERING DEPARTMENT**
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870

APPROVED BY: CLAYTON HENDERSON, JR., P.E.
 DATE:



**SEBRING PARKWAY PHASE III
 MOWING AREAS
 PLAN VIEW**

SCALE	1" = 100'
HORIZ.	N/A
VERT.	0
PROJECT NO.	N/A
REV.	0



DATE		BY		STATUS		DRAWING BY: CHECKED BY: IN CHARGE: DATE:		HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870				SCALE: HORIZ. 1"=100' VERT. N/A		PROJECT NO. N/A		REV. 0	
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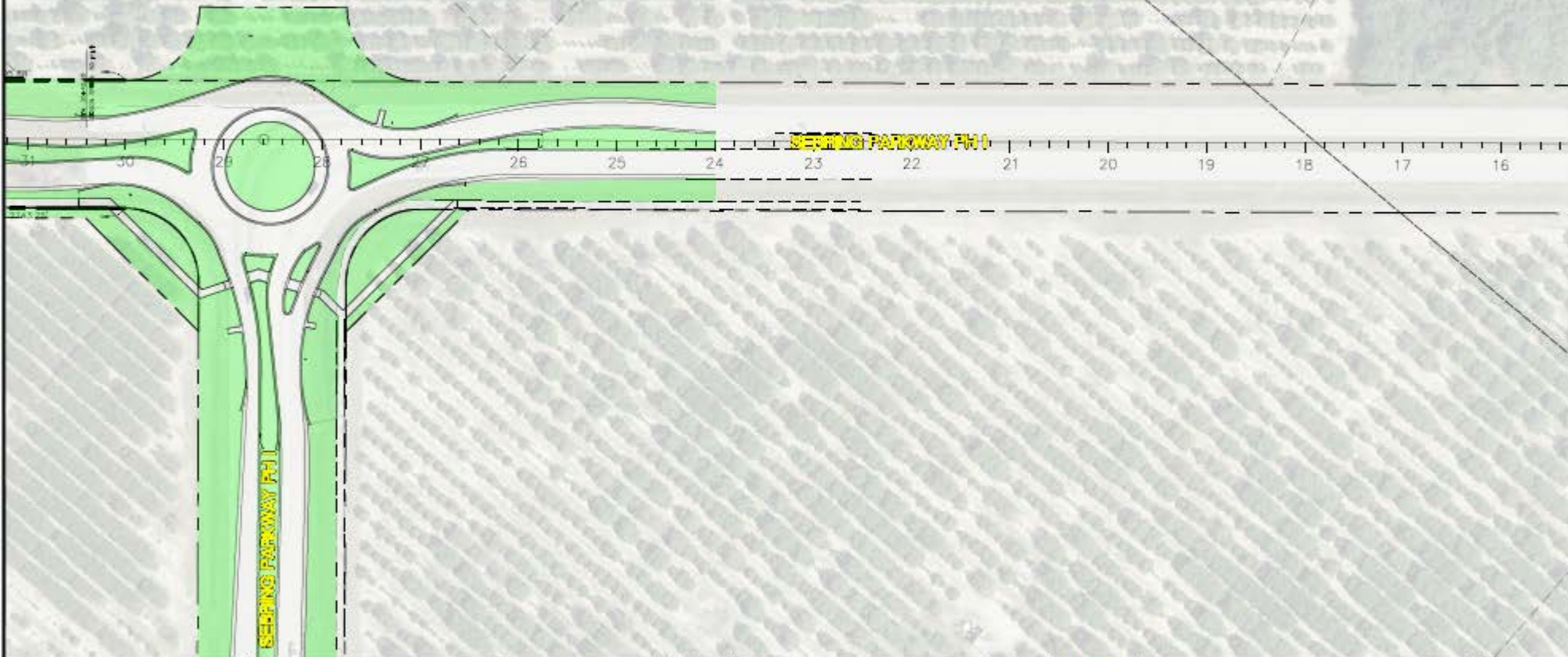
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DATE	BY	REVISION DESCRIPTION																	
<p>APPROVED BY: CLYDE HENDON, P.E.</p> <p>DATE: </p>		<p>APPROVED BY: CLYDE HENDON, P.E.</p> <p>DATE: </p>																	

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DATE		BY	DESCRIPTION	STATUS	DESIGNED BY: CLAYTON HENDERSON, P.E. DRAWN BY: CLAYTON HENDERSON CHECKED BY: CLAYTON HENDERSON, P.E. IN CHARGE: CLAYTON HENDERSON, P.E. DATE:	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		SEBRING PARKWAY PHASE III MOWING AREAS PLAN VIEW	SCALE	1" = 100'
DATE		BY	DESCRIPTION	STATUS					APPROVED BY: CLAYTON HENDERSON, P.E. DATE:	PROJECT NO. N/A

FOR INFORMATION

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