



INVITATION TO PARTICIPATE

**PLEASE EMAIL THIS DOCUMENT
BACK TO THE PURCHASING
DEPARTMENT.**

jaustin@jacksoncountyfl.com

Notice is hereby given to all interested persons or firms that Jackson County will be accepting sealed bids for the following:

BID NUMBER: 1819-36

BID NAME: Establish New Mowing Contract(s) for Jackson County right-of-ways

GENERAL INFORMATION: The Jackson County Board of County Commissioners is seeking qualified vendors to respond to this request for proposals to provide mowing and cleanup services for + 1100 miles of Jackson County right-of-ways. This will be a one (1) year contract with the option to renew for two (2) additional one (1) year periods. The County reserves the right to divide the required work and award multiple contracts.

BID DEADLINE DATE: Thursday, August 29, 2019 DEADLINE TIME: 2:00 PM CST

PLEASE FILL IN THE FOLLOWING INFORMATION AND RETURN (MAIL OR FAX) THIS FORM IMMEDIATELY

WE DO INTEND TO PARTICIPATE IN THIS BID REQUEST		
We DO NOT intend to participate in this Bid request; however we would like to remain on the Jackson County Vendor listing.		
IF THIS PROJECT REQUIRES A CONTRACTOR MEETING (see page 2)		
WE WILL ATTEND		WE WILL NOT BE ATTENDING

Please indicate with a "*" if there are any changes to the following information

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Voice Telephone Number: _____ Fax Number: _____ Email: _____

Contact Person: _____

PRINTED NAME

SIGNATURE

Please return this Invitation to Participate immediately upon receipt.

This form can be sent via email to jaustin@jacksoncountyfl.com



IMPORTANT NOTICE
CONTRACTOR MEETING NOTIFICATION

Project #: 1819-36

Project: **Establish New Mowing Contract(s) for Jackson County right-of-ways**

Contractors Pre-bid Meeting: Thursday, August 15th, 2019 at 2:00pm, CST

Meeting Location: Jackson County Administration Office
2864 Madison Street
Marianna, FL 32448

SPECIAL NOTE: Additional information may be handed out at this meeting. This additional information WILL NOT be mailed out to any vendors not responding to this meeting.

**THIS PROJECT INVOLVES A
NON-MANDATORY CONTRACTOR'S MEETING**

QUESTION & RESPONSE FORM

BID NUMBER: 1819-36

BID NAME: Establish New Mowing Contract(s) for Jackson County right-of-ways

NOTE: We understand that questions may arise from this bid packet or the specifications pertaining to this project. We will make every attempt to answer your questions in a timely manner. However, all questions must be in written format and on this form. You can submit your question via email to jaustin@jacksoncountyfl.com . Please be sure that all of the requested information has been provided. Once the question has been answered, I will email the response back to you and to only those firms that have returned the INVITATION TO PARTICIPATE to the Purchasing Dept.

IMPORTANT: YOU MUST EMAIL THE “NOTICE TO PARTICIPATE” TO jaustin@jacksoncountyfl.com AS REQUESTED AS SOON AS POSSIBLE. Only those firms responding with the NOTICE TO PARTICIPATE will receive any response to questions asked.

FIRM REQUESTING INFORMATION: _____

PERSON MAKING REQUEST: _____

ADDRESS

PHONE #

FAX #

QUESTION: _____

PERSON RESPONDING TO QUESTION: _____



**BID PACKET
CONTENTS**

BID NUMBER: 1819-36

BID NAME: Establish New Mowing Contract(s) for Jackson County right-of-ways

THIS PACKET CONTAINS THE FOLLOWING DOCUMENTS.

NOTE: SOME OF THESE DOCUMENTS NEED TO BE RETURNED. PLEASE READ AND FOLLOW THE SUBMISSION REQUIREMENT SO THAT YOUR BID WILL NOT BE DISQUALIFIED.

<u>DESCRIPTION</u>	<u>SUBMISSION REQUIREMENT</u>
<ul style="list-style-type: none"> • IMPORTANT NOTICE (if a contractor meeting has been set, the information will be given on page 3. • INVITATION TO PARTICIPATE-----<u>EMAIL THIS DOCUMENT BACK IMMEDIATELY</u> 	

BID PACKET CONTENTS RETURN AS INDICATED

• BID DOCUMENT-----	DO NOT RETURN
• EXPLANATION & PROCEDURE-----	DO NOT RETURN
• GENERAL CONDITIONS AND SPECIFICATIONS -----	DO NOT RETURN
• PUBLIC ENTITY CRIMES FORM-----	SUBMIT ONE COPY WITH BID
• BID SPECIFICATIONS-----	DO NOT RETURN
• BID RESPONSE FORM-----	SUBMIT THREE COPIES WITH BID
• VENDOR INFORMATION-----	COMPLETE AND RETURN WITH BID RESPONSE PACKET
• COPY OF FORM W-9-----	SUBMIT ONE COPY WITH BID
• STATEMENT OF EXPERIENCE-----	RETURN IF THIS IS REQUIRED ON THE BID RESPONSE FORM
• SUBCONTRACTOR LIST-----	RETURN IF SUBCONTRACTORS WILL BE USED

ADDITIONAL DOCUMENTS REQUIRED IN CONJUNCTION WITH THIS BID

Documents that are in **BOLD ARE** required for submission. Documents **NOT** in **BOLD** are **NOT** required.

- BID BOND
- PAYMENT BOND
- **PERFORMANCE BOND – must be presented when contract is signed**
- **PROOF OF WORKMAN’S COMPENSATION INSURANCE**
- **PROOF OF CURRENT LIABILITY INSURANCE (County may, if necessary request an increase)**

DOCUMENTS WHICH WILL BE ISSUED UPON AWARD

1. **CONTRACT**
2. **NOTICE OF AWARD**
3. CERTIFICATE OF FINAL COMPLETION
- 4.

CERTIFICATE OF FINAL COMPLETION – Must be completed and submitted to Purchasing Dept. or final payment will not be made

BID DOCUMENT
EXPLANATION & PROCEDURES CONTINUED

WARNING - THESE PROCEDURES WILL BE FOLLOWED

If an attempt to circumvent this process is made and the invoice for payment is sent directly to the Finance Department, the Finance Department will forward the invoice to the Purchasing Department. If a Notice of Final Completion is not on file with the Purchasing Department, the Contractor will immediately be notified to initiate the Final Completion process.

If the total project cost is more or less than that provided on the Bid response, the Purchasing Department will review the records for an approved Change Order form. If one does not exist, PAYMENT WILL NOT BE MADE. Any and all change orders MUST be approved by the Jackson County Board of County Commissioners or authorized representative. If in the event a Change Order was not found, the Purchasing Department will require the contractor to complete in detail a Change Order form. The Department will then present the Change Order to the Board of Commissioners at their next regular meeting. This does not guarantee that this Change Order will be approved. The Department will follow the direction that the Board of Commissioners dictates.

GENERAL The procedures listed here will be followed by everyone responding to a Bid Request. Failure to comply with these procedures COULD RESULT IN DISQUALIFICATION

PUBLIC ENTITY CRIMES - SWORN STATEMENT FORM - RETURN WITH BID RESPONSE PACKET

State law dictates that all individuals or firms doing business with a Governmental Agency must provide that agency with written documentation that they have not been convicted of any crimes which would prohibit them from conducting business with a Government Agency.

BID BOND – CONSTRUCTION BIDS \$50,000.00 AND OVER-RETURN WITH BID RESPONSE PACKET

Bid Bonds are insurance agreements in which a third party agrees to be liable to pay a certain amount of money in the event that a specific bidder, if the bid is accepted, fails to accept the contract as bid. NOTE: unless otherwise noted, this bid bond requirement is primarily for construction type bids and NOT for PRODUCT type bids.

ADDENDUM FORMS

Changes are made from time to time pertaining to the Bid. These changes or additional information will be provided to everyone that has returned the Invitation to Participate. If the Invitation to Participate has not been returned, the Purchasing Department will make the determination that your firm does not wish to respond to this Bid request. As a result, any Addendum's will NOT be sent to your firm.

CONTRACT The Contract provided in the Bid packet is a sample document and is representative of the actual contract.

RECIPIENT OF THE BID AWARD Failure to strictly adhere to the procedures listed here could result in delays for any or all payment requests.

NOTICE OF AWARD - RETURN THIS DOCUMENT WITHIN 15 DAYS

This document will be sent to the successful bidder as notification of the award of the bid. The contractor must return this document within 15 calendar days. Return two copies of the Contract along with the Notice of Award. No work on the project is to occur until the Contractor has received the NOTICE TO PROCEED. However Contractor may take the necessary steps to prepare for the work to begin. These steps could include but not be limited to scheduling, ordering items/equipment etc. The contractor shall also send the remainder of the required documents, Performance Bonds, Insurance requirements Etc. at this time.

PERFORMANCE BOND - BIDS \$50,000-00 A" OVER -RETURN WITH THE NOTICE OF AWARD This is a contract of guaranty executed subsequent to award by a successful bidder to protect the government from loss due to contractor inability to complete the contract as agreed.

The firm receiving the Bid award shall execute a Performance Bond for the entire amount of the bid itself and naming Jackson County Board of County Commissioners as recipient. Once this has been accomplished, the Notice of Award and Performance Bond must be sent to the Purchasing Department.

NOTE: unless otherwise noted, this bid bond requirement is primarily for construction type bids and NOT for PRODUCT type bids.

NOTICE TO PROCEED - RETURN THIS DOCUMENT UPON EXECUTION

The Notice to Proceed will be sent only after all the required forms have been received by the Purchasing Department. The Notice to Proceed will specify a starting date on which the contractor shall start work. This document will also specify the total amount of days allowed for the completion of this project and will identify the date in which this project should conclude.

TIME ZONE

Jackson County is in the Central Time Zone. An any and all reference to time is made in the Central Time zone. Those responding to this Request for Bid are responsible for responding correctly.

CERTIFICATE OF FINAL COMPLETION

NOTE: This procedure MUST BE FOLLOWED. This document MUST be on file in the Purchasing Department or final Payment will not be processed for Payment by the Department.

The purpose of this document is a final inspection of the project. The Contractor shall notify the Purchasing Department via the Notice of Final Completion only when the Contractor has fully completed the project. The Purchasing Director will schedule a date for both the Owner and Contractor to complete a final inspection of the project. The results of this final inspection will be either a listing of items which remain to be completed or agreement between both parties as to the completeness of the project. The contractor will receive the final signed copy of the Notice of Final Completion once the work has been completed and released. Contractor should then provide the Purchasing Department with the final invoice for payment. The Purchasing Department shall process said invoice and deliver the invoice for payment to the Finance Department.



PROJECT NUMBER: : 1819-36

PROJECT NAME: Establish New Mowing Contract(s) for Jackson County right-of-ways

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL

- A. These documents constitute the complete set of specification requirements and forms. The Proposal including all sheets and attachments must be filled in, executed and submitted in a sealed envelope bearing the RFP number on the outside and mailed or presented to the Purchasing Office on or before the specified time and date. The face envelope shall contain the return address, the date of RFP opening, the RFP number and title.
- B. It is the sole responsibility of the respondent to ensure that his or her response reaches the Purchasing Office on or before the closing date and time. The County of Jackson shall in no way be responsible for delays, caused by any other occurrence. Offers by telephone, telegram or facsimile shall not be accepted unless otherwise specified.
- C. All responses must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.
- D. **Provide one original signed copy and four additional copies** of any Response pages which have to be prepared by your firm as directed in response to this request. The original copy of the RFP must contain an original, manual signature of an authorized representative of the company.
- E. Respondents shall not be allowed to modify their packets after the opening time and date. RFP files may be examined during normal working hours, after the opening, by appointment only.
- F. The RFP packets will be publicly opened by the Purchasing Department of the Board of County Commissioners of Jackson County,. This will take place at 2864 Madison Street, Marianna, Florida 32448 on the date and time indicated in RFP packet.

ALL RESPONDENTS OR THEIR REPRESENTATIVES ARE INVITED TO BE PRESENT

For information concerning this project, please contact:

Judy Austin, Purchasing Agent
COUNTY OF JACKSON
PURCHASING DEPARTMENT
COUNTY ADMINISTRATION BUILDING
2864 MADISON STREET
MARIANNA, FLORIDA 32448
VOICE—850-482-9633 FAX 850-482-9682

LEGAL REQUIREMENTS

Respondents are required to comply with all provisions of Federal, State and County laws and Ordinances, rules and regulations, that are applicable to the items being requested. Lack of knowledge by the respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

PUBLIC ENTITY CRIMES

Any person submitting a proposal in response to this invitation must execute the enclosed SWORN STATEMENT UNDER SECTION 287.133 (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s) in the space(s) provided, and enclose it with the proposal.

No award will be executed with any person affiliate identified on the Department of General Services “Convicted Vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and

purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (2) (currently \$10,000.00) with any person or affiliate on the "Convicted Vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f) Florida Statutes.

DRUG FREE WORKPLACE PROGRAMS

Preference shall be given to business with Drug-Free Work Place programs, whenever two or more packets which are equal with respect to quality, and service are received by the County of Jackson for the procurement of commodities or contractual services.

PROCUREMENT REGULATIONS

This request is governed by the Jackson County procurement Regulations. A copy of the Procurement Regulations is available for your review at the County Purchasing Office.

PROTESTS OR DISPUTES

Any protests or disputes pursuant to this request and/or contract award shall be governed by the procedures noted in the Procurement Regulations.

FEDERAL AND STATE TAX

The County of Jackson is exempt from Federal and State Taxes for tangible personal property. The Purchasing Department will supply the successful respondent with an exemption certificate if required. Vendors or contractors doing business with Jackson County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Vendor/Contractor be authorized to use the County Tax Exemption Number in securing such materials.

ACCEPTANCE/REJECTION

The County reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of firms in order to make a determination as to the forgoing. Jackson County reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-advertise this RFP.

ALTERNATIVES/APPROVED EQUAL DEVIATIONS

Unless otherwise specified, the mention of the particular manufacture's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the response. The determination as to whether any alternate product or service is or is not equal shall be made by Jackson County and such determination shall be final and binding upon all responses.

The respondent shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful respondent will be held responsible therefore; deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item or items that do not meet County specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the firm will be required to compensate the County for difference in price entailed in going to the next low firm.

NO RESPONSE

Where more than one item is listed, any items not included in the response shall be indicated by a written "NO RESPONSE" beside the item. If no items are represented, a "Statement of NO RESPONSE" should be returned, with the envelope plainly marked "NO RESPONSE" and with the RFP number. Failure to comply will be an indication that the firm does not wish to be considered for future requests.

NON-COLLUSION

Firm certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of service. Any such violation may result in contract cancellation, return of materials or discontinuation of services and possible removal from the vendor list(s).

CONFLICT OF INTEREST

The award is subject to provisions of State Statutes and County Ordinances if any. All respondents must disclose with their response the name of any office, director, or agent who is an employee of Jackson County. Further, all firms must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its branches.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the County for any terms and conditions not specifically stated in this Invitation.

AVAILABILITY OF FUNDS

The obligations of Jackson County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Jackson County.

EEO STATEMENT

Jackson County is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

SUBCONTRACTING

If a vendor subcontracts any portion of a contract for any reason, he must submit the name and address of the subcontractor and the name of the person to be contracted. Jackson County reserves the right to accept or reject any or all responses wherein a subcontractor is named and to make the award to the firm, who, in the opinion of the County, will be in the best interest of and/or most advantageous to the County. Jackson County also reserves the right to reject a response of any firm if the response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award. Jackson County reserves the right to make the determination as to the foregoing.

REQUIREMENTS FOR ALL INFORMATION TECHNOLOGY HARDWARE, SOFTWARE, SERVICES, OR ELECTRONIC EQUIPMENT

All Electronic equipment shall be **YEAR 2000 COMPLIANT**. Any firm responding to this request shall supply the County with a statement that the electronic equipment being offered is in fact **YEAR 2000 COMPLIANT**.

QUESTIONS PERTAINING TO THE PROJECT

No questions regarding this project will be answered unless said question is in written form. Questions pertaining to the specifications of this project will be delivered to the Purchasing Agent via Fax, Mail or hand delivered. The original question along with the answer will be sent via Fax or Mail to every firm who has returned the Invitation to Participate.

NEGOTIATIONS

Negotiations will be conducted in accordance with Florida State Statute 11.45.



BID
SPECIFICATIONS

Please, if you have any questions, please ask. Thanks

BID NUMBER: 1819-36

BID NAME: Establish New Mowing Contract(s) for Jackson County right-of-ways

Procedures for having questions answered:

1. All questions will be directed to the Purchasing Agent unless otherwise indicated
2. All questions will be in written form utilizing the provided question form or emailed to jaustin@panhandle.rr.com
3. Questions can be either:
 - A. Emailed to the Purchasing Agent at jaustin@jacksoncountyfl.com
4. All questions will be distributed along with the answer to ONLY THOSE respondents which have returned the INVITATION TO PARTICIPATE.
5. Please read ALTERNATIVES/APPROVED EQUAL DEVIATIONS regarding product specifications.

IMPORTANT INFORMATION:

- **Once this project has been awarded, the contractor/vendor will have 30 days to begin delivery of services starting on the issuance of the Notice of Award”**

Special note:

SCOPE OF PROJECT: The Jackson County Board of County Commissioners is seeking qualified vendors to respond to this request for proposals to provide mowing and cleanup services for + 1100 miles of Jackson County right-of-ways.

PROJECT SPECIFICATIONS: Please refer to next page for the project specifications

The remainder of this page has been intentionally left blank

A. PURPOSE

Obtainment of routine mowing services **for (+-1100) miles** of grassed or vegetated roadsides and other right-of-way areas with conventional high production style mowing equipment and the periodic mowing of difficult areas that may require the use of specialized equipment. Hand labor or small machine mowing will be required to perform the specified work in certain areas or during certain times. Vegetation shall consist of all grass, part grass-weed and part weed growth within the area to be mowed.

B. TYPES OF MOWING AREAS

Mowing all road right-of-ways to a point previously established and or distinguished in the field. Actual roads to be mowed under this contract will be discussed with the contractor being awarded this project. The County may require mowing of additional areas in which the County shall designate the type and allow payment for the additional areas.

C. QUANTITY AND FREQUENCY OF MOWING

The mowing mileage specified represents the type of mowing to be accomplished. The area and limits of mowing have been previously established and will be discussed with the vendor being awarded this contract. Roads have been inventoried and lengths are established. Any discrepancies or disagreements concerning the mileage shall be mutually resolved prior to beginning work in any area in question. The Road & Bridge Superintendent will determine when to begin the mowing season. There shall be a total of six (6) mowing cycles per season with all designated right-of-ways being mowed once each cycle. The successful bidder shall complete one cutting cycle and continue subsequent cycles on the same frequency or as determined by the Road & Bridge Superintendent.

D. EQUIPMENT

The successful bidder shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. **A LIST OF EQUIPMENT SHALL BE PROVIDED WITH THIS BID.** All equipment shall be approved by the Road & Bridge Superintendent before it is placed in service and safety devices shall be properly maintained at all times the equipment is in use. Safety chains to prevent flying debris shall be installed and maintained. Should the Road & Bridge Superintendent determine that equipment is deficient in safety devices, the successful bidder shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Road & Bridge Superintendent. However, this does not relieve the successful bidder of the responsibility to complete the mowing services. All mowers shall be constructed to allow for clockwise rotation of cutting blades, in order to reduce the amount of debris discharged onto the travel way. All mowing equipment shall be equipped with amber flashing lights, and "slow moving vehicle signs." Lights shall be used only during the course of work and shall not be used when traveling to and from the jobsite. Equipment which damages curbs, pavement or turf in any way shall not be allowed. Equipment shall be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. **The mowers are required to have GPS units that allow for the Road & Bridge Dept to determine the mowers location and track progress.**

The mowers shall be constructed such that the height of the cut can be adjusted to a minimum of four (4) inches. Inspection and approval of the successful bidder's equipment by the Road & Bridge Superintendent **shall not relieve** the successful bidder of the responsibility or liability for injury to persons or damage to property by the operation of the equipment.

E. METHOD OF OPERATION (VERY IMPORTANT)

On the initial cutting cycle, mowing shall commence at either or both extremities of the project and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Road & Bridge Superintendent specifically authorizes the successful bidder to change the pattern. Each cutting is to be completed in its entirety prior to beginning another cycle. When work by County Employees, or weather conditions of a

temporary nature, prevent the successful bidder from cutting, the Road & Bridge Superintendent may require the successful bidder to cut these areas as part of the cycle without penalty for exceeding the time allowed.

Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Road & Bridge Superintendent, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist.

These areas shall be mowed at subsequent cycles when turf conditions allow and as directed by the Road & Bridge Superintendent. No deduction will be made from the pay quantities for any one area unless it exceeds one (1) mile in extent.

F. TRASH AND LITTER REMOVAL

The successful bidder shall exercise the necessary care to preclude any source of litter by his operation. The successful bidder shall be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by the mowing equipment. It shall also be his responsibility to remove any item such as bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, scattered or further sub-divided by the mower that would result in an objectionable appearance.

G. LIMIT OF OPERATION

When mowing within **four (4) feet** of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the D.O.T. Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross the travel way, a location shall be located that provides the maximum amount of unobstructed sight distance. The equipment shall stop before crossing the travel way.

H. QUALITY

All grass vegetation shall be cut to a minimum height of **four (4) inches** with a maximum tolerance of 1/2 inch plus or minus unless otherwise directed by the Road & Bridge Superintendent. Mowing areas of different widths shall be connected with smooth flowing transitions. All cuttings shall be performed in such a manner as to result in a stand of mowed grass or vegetation cut uniformly at a normal four (4) inch height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment. In the event the successful bidder damages the turf, curbs, or pavement, the bidder will be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenance, etc. Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours. The successful bidder shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the Road & Bridge Superintendent. The use of specialized or small mowing equipment will be used to cut or trim around all such appurtenances existing within the County right-of-way, with such cutting or trimming to be accomplished at the same height (4 inches) as with normal cutting devices.

Appurtenances shall include, but not be limited to, sign post bases, delineator posts, fences, guardrail or barrier walls, end walls, pipes, drainage structures, poles, guys, landscape areas, etc.

I. FREQUENCIES

- A. Trash and litter removal -- will occur at eleven (11) cycles per year
- B. Weed eating activities – will occur for six (6) cycles to coincide with the mowing cycles
- C. Mowing cycles (consist of 25 days)– will occur for six (6) cycles during the year starting March and ending on the last day of October

J. SUB-CONTRACTORS

The use of sub-contractors will be allowed; all subcontractors must meet the minimum requirements of the County and present current Certificates of Insurance.

K. INSPECTION

The successful bidder shall consult with the Road & Bridge Superintendent for inspection and tentative approval of work quality being accomplished on a monthly basis or at the request of the Road & Bridge Superintendent. In the event of unsatisfactory work, the successful bidder shall re-mow without additional compensation, those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time.

L. PAYMENT BASIS

The quantities shown in the specifications shall be the pay quantities for acres of mowing completed and accepted, provided that deductions shall be made of any areas omitted under these Conditions. Payment will be made to the successful bidder on a per cycle basis.

M. PERFORMANCE BOND

In order to insure the performance of the contractor the County shall require the successful contractor to provide a performance bond in the amount of 100% of the estimated value of the contract. The performance bond shall be a surety bond from a surety company authorized to do business in the State of Florida. The performance bond shall be submitted at the time of execution of the contract.

O. PROHIBITED

Without exception, there will be no work conducted on Sunday.

P. LENGTH OF CONTRACT

This contract will be for a one (1) year period upon satisfactory workmanship. The contract may, at the discretion of the Board of County Commissioners, be renewed on a yearly basis, upon a successful evaluation, for two (2) additional one (1) year periods

Q. LIABILITY INSURANCE REQUIREMENTS

The person/firm being awarded this contract shall supply the County with a current and in force liability insurance certificate in the minimum amount of One (1) million dollars liability coverage. This insurance shall be provided immediately upon signing the contract.

R. REQUIREMENTS

All mowing operations must be accomplished in accordance with the Department of Transportation publication "A Guide To Roadside Mowing." **The successful bidder MUST furnish a complete proposal of his plan for accomplishing the required work**, including a list of the equipment (minimum of six (6) tractors) and personnel which he plans to utilize. Supervision and personnel shall be competent for the particular type work. The successful bidder shall be fully responsible for the performance of his organization and completion of all work under this contract as set forth in these Conditions and as directed by the Jackson County Road & Bridge Department Superintendent. The schedules established by the Road & Bridge Superintendent under these Conditions shall be used for determining delinquency in progress. The successful bidder will provide a weekly schedule at the beginning of each week outlining the areas to be mowed that week; there is also a requirement to provide an update at the end of each work day as to which roads/areas were completed.

In the event The County requires mowing of additional areas not designated in the Bid Specifications the County shall allow payment for the additional areas. At the rate the contractor listed on the bid response

**BID PACKET
BID RESPONSE FORM**

BID NUMBER: 1819-36

BID NAME: Establish New Mowing Contract(s) for Jackson County right-of-ways

DELIVERY: Prices quoted will include delivery F.O.B. Jackson County Florida. The equipment will NOT be shipped with the BOCC, Jackson County as consignee.

DELIVERY COST/CHARGES: All delivery costs or charges must be included in the bid price.

ACCEPTANCE: Jackson County will not be responsible for any equipment until fully delivered and accepted after a complete inspection by both the purchasing department and the requesting department. The Purchasing Department MUST be notified immediately preferable prior to but if necessary, upon delivery. A "Certificate of Final Completion" will be issued upon such acceptance.

BID AWARD: The County reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the County unless otherwise specified.

EQUIPMENT PURCHASE: The vendor shall at County's discretion, Jackson County to purchase all equipment it deems necessary.

	YES	NO	IF YES – EXPLAINED?	
			YES	NO
Have exceptions or alternatives been taken for any of the specifications given in this Bid request				

	DAYS
This bid price is good for how long after bid opening	
How many days after notification of award, will installation begin	

By signing this form, you attest that all information provided by you is true and correct to the best of your knowledge.

Company name _____

Address _____

_____ CITY STATE ZIP

Phone numbers _____ VOICE FAX E-MAIL

Authorized representative _____ PRINTED NAME SIGNATURE

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

This SWORN statement is submitted with bid number:

1.

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is _____
CITY STATE ZIP VOICE PHONE

and (if applicable) its Federal Employee Identification Number (FEIN) is: _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency of political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand “convicted” or “conviction” as defined in Paragraph 287.133 (a)(b), Florida Statutes, means 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 or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - A. A predecessor or a successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who had been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that no one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

I UNDERSTAND THAT A “PERSON” AS DEFINED IN Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

1. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this SWORN statement.

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

[INDICATE WHICH STATEMENT APPLIES]

_____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME** subsequent to July 1, 1989.

_____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or as a affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME** subsequent to July 1, 1989. **HOWEVER**, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this SWORN statement on the convicted vendor list (**ATTACH A COPY OF THE FINAL ORDER**).

STATEMENT OF UNDERSTANDING

I understand that the submission of this form to the contracting officer for the Public Entity Identification in Paragraph one (1) above is for that Public Entity Only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two (2) of any change in the information contained in this form.

AUTHORIZED SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION PROVIDED

Notary Public-State of _____ My commission expires _____

(PRINTED / TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

BID NUMBER : 1819-36

BID NAME: Establish New Mowing Contract(s) for Jackson County right-of-ways

NEW VENDOR INFORMATION

**If you are a new vendor with Jackson County
MUST BE COMPLETED AND RETURNED WITH THE BID RESPONSE PACKET**

Please type or print neatly.

FIRM NAME:		PRINCIPAL CONTACT:		E-MAIL ADDRESS	
STREET ADDRESS (INCLUDING SUITE/BUILDING, ETC.):		VOICE PHONE: EXT.		CELL PHONE:	
MAILING ADDRESS:		CITY:	STATE:	ZIP:	
MAIN PHONE:		FAX:		WEB ADDRESS:	
Is the principal contact listed above authorized to sign bids, contracts and checks? Yes: No:					
If no, list the name of the individual who has such authority:				Phone number: Ext.	
Federal I.D. :		Occupational License No.:		State Contractor's License No.:	
Primary Business:	Manufacturer Contractor	Distributor		Other (Please specify)	
Product to be provided/sold:					
Firm/Company type:	Sole Proprietorship Non-Profit Corp.	Partnership	Corporation	Other:	
Is your company a Certified:	Woman-Owned Native Alaskan	African American	Hispanic	Asian American	Native American
Terms of payment:					
Bonding Capability:	Don't know	Under \$100,000	Over \$100,000	Other:	
Does your firm currently cover all employees with Workman's Compensation insurance: Yes No			If yes, in what amount:		
Are any officers, owners, partners, or employees (or employee family) an employee of the Jackson County Board of Commissioners:					Yes No
If above answer is Yes, please identify that person and their position with the County.					
Certification					
I certify that the information supplied herein, including all pages attached, is correct and that neither the applicant nor any person (or concern) in any connection with the applicant is a principal officer so far as known, is now debarred or otherwise ineligible from bidding for any reason or project with the Jackson County Board of Commissioners.					
Signature:		Title:		Date:	

**EXPERIENCE STATEMENT
TO BE SUBMITTED WITH RESPONSE PACKET**

BID NUMBER : 1819-36

BID NAME: Establish New Mowing Contract(s) for Jackson County right-of-ways

List at least three references for work of a similar nature performed within the last three years.

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

Description of work	Year of project	Dollar amount of project	Company name:
			Contact person:
			Phone number:

**SUBCONTRACTOR LIST
TO BE SUBMITTED IF SUBCONTRACTORS WILL BE USED**

COMPANY NAME:	DESCRIPTION OF WORK TO BE DONE:
ADDRESS:	
REPRESENTATIVE:	CURRENT CERTIFICATE OF LIABILITY INSURANCE
PHONE NUMBER:	CURRENT FLORIDA LICENSE #:
FAX NUMBER:	CLASSIFICATION:

COMPANY NAME:	DESCRIPTION OF WORK TO BE DONE:
ADDRESS:	
REPRESENTATIVE:	CURRENT CERTIFICATE OF LIABILITY INSURANCE
PHONE NUMBER:	CURRENT FLORIDA LICENSE #:
FAX NUMBER:	CLASSIFICATION:

COMPANY NAME:	DESCRIPTION OF WORK TO BE DONE:
ADDRESS:	
REPRESENTATIVE:	CURRENT CERTIFICATE OF LIABILITY INSURANCE
PHONE NUMBER:	CURRENT FLORIDA LICENSE #:
FAX NUMBER:	CLASSIFICATION:

COMPANY NAME:	DESCRIPTION OF WORK TO BE DONE:
ADDRESS:	
REPRESENTATIVE:	CURRENT CERTIFICATE OF LIABILITY INSURANCE
PHONE NUMBER:	CURRENT FLORIDA LICENSE #:
FAX NUMBER:	CLASSIFICATION:

COMPANY NAME:	DESCRIPTION OF WORK TO BE DONE:
ADDRESS:	
REPRESENTATIVE:	CURRENT CERTIFICATE OF LIABILITY INSURANCE
PHONE NUMBER:	CURRENT FLORIDA LICENSE #:
FAX NUMBER:	CLASSIFICATION: