

Bid Notice

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing necessary labor, material, equipment, and supervision to perform grounds maintenance services (mowing, trash removal, weeding, etc.) at water treatment plants, wastewater treatment plants and lift stations located throughout Polk County's North Region as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: 26-367, Mowing & Maintenance for Utilities – North Region

Description: Provide all labor, equipment, materials, supplies and supervision necessary to perform ground maintenance services (mowing, trash removal, weeding, etc.) at water treatment plants, wastewater treatment plants and lift stations located throughout Polk County's North Region.

Receiving Period: Wednesday, September 16, 2026, prior to 2:00 p.m.

Bid Opening: Wednesday, September 16, 2026, 2:00 p.m.

Special Instructions:

A **MANDATORY** pre-bid meeting and site visit will be held **Friday, August 28, 2026, at 10:00 a.m.** at the Utilities Central Operations Building Conference Room, located at 3642 Old Bartow/Eagle Lake Road, Bartow, FL 33830. The site visit will be that location following the pre-bid meeting. An authorized representative or agent of the Bidder must be present at this meeting in person, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's submittal will be considered non-responsive.

To receive a copy of the **Bid Sheets (Group 1 and 2)** please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 26-367, Mowing & Maintenance for Utilities.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polkfl.gov.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Brad Howard, Sr. Procurement Analyst, via email at bradhoward@polkfl.gov by 4:00 p.m.; September 4, 2026.

Bid Registration

You must register using this form to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: 26-367

Bid Title: Mowing & Maintenance for Utilities – North Region

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polkfl.gov. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

BID SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	26-367
Bid Title	Mowing & Maintenance for Utilities – North Region
Due Date/Time:	September 16, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County’s secure electronic submittal website, Kiteworks. Bidders must email bradhoward@polkfl.gov at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents “Bid 26-367 – Title of Document”

For Excel Bid Sheets “Bid 26-367 – Bid Sheets”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polkfl.gov.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

Statement of No Bid

Bid # 26-367, Mowing & Maintenance for Utilities – North Region

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- ☐ Insufficient time to respond.
- ☐ Do not offer this product.
- ☐ Specifications unclear.
- ☐ Specifications too restrictive
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond/insurance requirements.
- ☐ Schedule would not permit us to perform.
- ☐ Other (please specify): _____

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

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Bidder Instructions and General Information

Bidder Instructions:

To ensure acceptance of the bid, follow these instructions:

Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On The Date Specified. There Will Be No Exceptions.

1. **Execution of Bid:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid:** Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening:** It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

Note: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County’s website at <https://www.polkfl.gov/business/procurement/>. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County’s intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than 12 months after the notice of rejection of all bids.

4. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **Taxes:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid

evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **Mistakes:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment:** The successful bidder shall submit an invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Bidders performance of the Service or the County's acceptance of any work.
9. **Conflict of Interest:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **Warranty:** Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **Cone of Silence:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
15. **Bid Protest:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polkfl.gov/business/procurement/protest-procedures/>.

“Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim.”

16. **Indemnification:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
17. **Public Entity Crimes:** The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of

this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

18. **Preference for Drug Free Workplace:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids:** All bid submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Bid, Please Do Not Include More Than One Bid Submittal Per Envelope.)** The original bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
22. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall indicate the specific regulation, which required an alteration. The

County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.

26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix “G” of the FS) if applicable.**
- a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer’s, importer’s or distributor’s knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
27. **Inspection, Acceptance and Title:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
28. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder’s expense. Each individual sample must be labeled with bidder’s name, manufacturer’s brand name and number, bid number and item reference. Samples of successful bidder’s items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. Definitions:

- The term “County” means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- The term “Contract” means this bid document, any and all Addenda issued, and the Contractors bid submittal.

- The term “Vendor”, “Contractor” means the successful bidder(s) who executes a contract with the County.
2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor’s evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
 3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
 4. **Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor’s social, political, or ideological interests.
 5. **Local Preference:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

6. **Vendor Preference:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price

offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term “Women or Minority Owned Entity” means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

7. **Non-Conformance to Bid Conditions:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
8. **Assignment:** Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
9. **Disputes:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
10. **Facilities:** The County reserves the right to inspect the bidder’s facilities at any time, with prior notice.
11. **Placing of Orders:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
12. **Precedence:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

13. **Additions/Revisions/Deletions:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
14. **Termination/Suspension:** The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
 - a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
 - b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations, has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.
 - c. Upon receipt of any termination notice as described above, the Contractor shall:
 - Immediately discontinue all work unless the County's notice directs otherwise, and
 - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
 - d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.
15. **Cancellation:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.

16. **Price Adjustments:** Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.
17. **Manufacturer's Names and Approved Equivalents:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:
- (i) materials used;
 - (ii) manufacturing process; and
 - (iii) construction.

Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.

17. **Plans and Specifications:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Performance and Payment Bond:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
19. **Annual Appropriations:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written,

made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

20. **Price Increase:** The Procurement Director reserves the right to increase/decrease price after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.
21. **Uncontrollable Forces (Force Majeure):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

22. **Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a

violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

23. Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

24. Attorney's Fees and Costs: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

25. Public Records Law.

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY**

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7670

EMAIL: RMLO@POLKFL.GOV

26. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

- (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).
- 27. **No Construction Against Drafter:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Signature Acknowledgement
(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

(Area Code) Telephone Number: _____

Toll Free Number: _____

Email Address: _____

Authorized Signature: _____

Name: _____

Title: _____

This bid may be used by any other Government Agency. ☐ YES ☐ NO ☐ N/A

Bidders Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form
(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): _____ does:

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 programs, 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

Non-Collusion Affidavit of Prime Bidder
(Submittal Page)

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He - She is _____ of _____, the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified below with an insurer licensed to do business in the State of Florida; rated “A” or better by A.M. Best Rating Company for Class VIII financial size category.

Commercial General Liability Insurance: \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG.

Comprehensive Automobile Liability Insurance: \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Workers' Compensation Insurance \$1,000,000; providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry).

Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance.

The certificate holder must be **Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830.**

The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County.

An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy

Insurance

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: _____

Bidder Signature: _____

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

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First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation.

Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20____

Name of Firm _____

By _____

Title of Person Signing: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”)}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Employment Eligibility Verification (E-Verify) Certification

(Florida Statutes, Section 448.095)

PROJECT NAME: Mowing & Maintenance for Utilities – North Region

The undersigned, as an authorized officer of the contractor identified below (the “**Contractor**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “**Contract**”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

Special Conditions

1. Award(s) will be given to the lowest responsive and responsible bidder for each group. Bidders are not required to bid on Group 1 and Group 2; however, they must bid on all items within a group to be considered responsive. A bidder may be awarded only one (1) group. If a single bidder is the lowest responsive bidder for both groups, that bidder may select which one (1) group to accept; the remaining group will then be awarded to the next lowest responsive and responsible bidder meeting qualifications. If only one (1) responsive bid is received for the solicitation, the sole responsive bidder will be awarded both groups. The County reserves the right to award both groups to the overall lowest bidder if it is in the best interest of the County.

All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.

2. The period of performance for this bid is from the notice to proceed date through September 30, 2029 ("Termination Date"), unless otherwise terminated in accordance with General Information Items #14 and #15. Bids may be extended by the Procurement Director at the end of any given term in order that the service or provision for goods be continued for a period of no greater than 120 (one hundred and twenty) days.
3. **Performance of Work:** The work required under this bid shall be performed by the entity submitting the bid. Only pesticide and fertilizer application services may be performed by a licensed/certified subcontractor. The Vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

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4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #20.
5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <https://www.polkfl.gov/procurement>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. The Successful Bidder(s) must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: <https://www.polkfl.gov/business/procurement/vendor-information/>.
7. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.
8. The County may employ other vendors to perform the work or self-perform the work described. Bidder has not been employed as the exclusive vendor to perform any such services.
9. Bidders may attend the Bid Opening via conference call or in person. The conference bridge phone number to call in is (646) 558-8656 and enter Meeting ID: 865 0498 1831. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.
10. The County strongly suggests that Bidders visit the mowing sites that are open to the public and acquaint themselves with the conditions of the sites and the work to be carried out under this solicitation. Bidders should examine the sites so that they may fully understand the facilities, difficulties, and restrictions related to the execution of work under this solicitation.

11. All prices submitted on the Bid Sheet must be all-inclusive. The Bidder shall provide pricing that incorporates all labor, equipment, vehicles, fuel, materials, supplies, overhead, supervision, and any other costs required to perform the mowing and maintenance services described herein. No additional charges beyond the line-item bid prices will be permitted.
12. For any related services needed beyond what is on the bid sheet, the Polk County Utilities (PCU) project manager or designee will request an “out of scope” quote/proposal from the successful bidder(s) and follow the processes outlined in the Specifications section of this bid.
13. **INVOICES:** All invoices are to be emailed to pcuopinvoice@polkfl.gov and, at a minimum, include the following information:
 - a. Pay Application provided by PCU project manager OR out-of-scope work invoice, whichever is applicable
 - b. Final monthly cut schedule (for scheduled mowing only)
 - c. Landfill tickets, if applicable
 - d. Copy of paid receipts, as proof of purchase price for any preapproved supplies, and the approval email from the PCU project manager, if applicable.

Qualifications

1. Vendor must have been in business under the same FEIN number for the past two (2) years. Evidence should be submitted with the bid submittal.
2. A bidder or their employee must hold a current Florida Department of Agriculture and Consumer Services Commercial Applicator License or a current Limited Commercial Landscape Maintenance License, and a Florida Limited Urban Commercial Fertilizer Applicator (LF) certification, if not subcontracting that portion of the work. If a subcontractor is being used for the pesticide and/or fertilizer application services, the subcontractor or their employee must hold a current Florida commercial pesticide applicator license or a current Limited Commercial Landscape Maintenance License.
3. Vendor must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

4. Vendor must provide three (3) references from clients in which the bidder has performed commercial mowing services as the prime vendor, within the past five (5) years that total a minimum of 300 acres that are maintained on a weekly or bi-weekly basis. Each reference should include:
 - a. Name of the client
 - b. Address of the client
 - c. Contact person to include:
 - a. Phone number and email address
 - d. Period of Performance (start and end date of the services)
 - e. Brief description of the services provided, including the total acreage mowed and maintained on a weekly or bi-weekly basis.
5. Submit the résumé for the person(s) assigned to supervise work under this bid. The field supervisor must have a minimum of three (3) consecutive years of full-time related experience. The résumé must also include three (3) commercial references and at least three (3) projects that he or she was responsible for supervising.

All qualifications should be submitted with the bid or must be provided within three (3) business days upon request and prior to award.

Scope of Work

The scope of work under this bid includes, but is not limited to, landscape mowing and maintenance for water and wastewater facilities, lift stations, and other Polk County Utilities (PCU) sites throughout Polk County. Services include mowing, tree care, weeding, hedge trimming, shrub pruning, mulching, fertilizer, soil aeration, grading, sloping, irrigation services, softscaping (planting new trees, flowers, bushes, and laying down sod), litter pickup and other landscaping related services as requested.

Specifications

Vendors shall provide the necessary labor, materials, equipment, and supervision to perform the services as described herein.

1. Mowing & Landscaping shall be done on a weekly basis May through September and bi-weekly October through April. An alternate mowing schedule may be issued by the PCU project manager. The exact weekly mowing schedule will be coordinated with the PCU project manager and Vendor in advance to work being performed. Invoicing shall reflect the “price per cut” as shown on the bid sheets. The invoices must also include the dates of the cuts for the locations listed on the bid sheets.

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- a. Mow all areas within the fenced areas of the named facility. No debris will remain after mowing. All plant sites are to be mowed at a maximum height of two (2) inches; exceptions can be made for areas that are fields. Those areas are to be mowed at maximum height of four (4) inches. The PCU project manager must preapprove those areas.
- b. Clear all fence lines and fence posts of grass, vines, weeds, and debris during every visit. Where applicable, all entryways, gates, and fence lines will be mowed at minimum of six feet from each side of the fence. Also, where applicable, the Vendor will mow from the main road to the front property fence.
- c. Edge all walkways and curbs at each site per cut. Roundup must not be used along walkways, concrete pads, buildings, or tanks. Exceptions can be made for lift stations where weeds are growing through the asphalt, rocks, or walkways. If Roundup is used, bidder must take care to avoid overspray and only cover a three (3) inch strip which must be maintained at this degree. (Please see Specifications Item 1, “i” below)
- d. Maintain all flowerbeds and rock formations in a weed free condition. Fertilizer must be used in these areas on a quarterly basis, or more frequently if needed, including any crape myrtles, palm trees, and all other landscaping.
- e. Trim around all trees, buildings and other objects as part of the per cut price.
- f. Prune all shrubbery and tree branches less than two (2) inches in diameter, as required, to maintain clear walkways and driveways. All hedges must be trimmed every visit to maintain a manicured appearance. (Please see Specifications Item 1, “h” below)
- g. Vendor shall have vehicles clear each working day in order to haul off all leaves, weeds, limbs and other debris on day of service. Police the area around buildings and other structures and remove all trash, cigarette butts and other debris. The Vendor shall dispose of waste and debris associated with the performance of this work to the County’s North Central Landfill (NCLF), located at 7399 Decastro Rd Winter Haven, FL 33880 for disposal of waste and debris. The Vendor must submit County Landfill scale tickets with their invoice. The County will reimburse the disposal ticket fee at cost for waste and debris associated with this bid only.
- h. Trees and branches over two (2) inches in diameter will be the responsibility of the County. The Vendor shall notify the PCU project manager of any trees or branches needing attention over two (2) inches in

diameter. All tree branches shall be maintained at a minimum height of eight (8) feet.

- i. Roundup and insecticide sprays:
 - will be permitted to be sprayed around wastewater treatment facilities (WWTF) sprinklers and fences.
 - will be sprayed round all property fence lines and structures every other visit to keep weeds from growing.
 - **Roundup may not be sprayed along fence lines that border homes.**

Please Note: Except for the Northeast and Northwest Wastewater Treatment Facilities, Roundup can only be used to spray the fence line (three (3) inches from the fence centerline on either side). All other structures must be maintained with a trimmer or edger.

- j. Roundup and other insecticide sprays are not to be used, mixed or stored near any water production facilities wellheads. If in doubt as to what a wellhead is at any time, the Vendor shall contact the PCU project manager for clarification.
- k. Mow the pond banks as close to the water as possible. Mow all storm water pond bottoms when dry. PCU will scarify or score all “Rapid Infiltration Basins” (aka effluent disposal ponds). Pond sites that have “scarified bottoms” will be mowed to the edge of the scarified bottom and trimmed every visit; PCU staff will scarify the bottom of the site. All areas that are too wet to service on that scheduled visit will either be line trimmed or mowed on the next scheduled service to avoid damaging of the grade. Weed killer must not be used on any banks.
- l. Damage to any property associated with, or in the vicinity of, areas affected by the services performed, including public and private properties and/or utilities, due to the services performed by the Vendor must be reported as soon as it occurs or as soon as it has been discovered and shall be repaired or replaced immediately, at the County’s discretion, and at the Vendor’s expense.

All such repairs or replacements shall be completed within the following time limits:

IRRIGATION: Damages to irrigation shall be repaired and/or replaced within two (2) business days. This includes replacement of damaged sprinkler heads, risers, drip lines, and bubblers.

TREES, SHRUBS, TURF, AND OTHER PLANTS: All damage to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

Trees: A qualified tree surgeon or arborist shall remedy minor damage such as bark loss from impact of mowing equipment. If damage results in loss of a tree, the damaged tree shall be removed and replaced by the Vendor at the Vendor's expense with specific instructions of the County.

Shrubs: Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement by the Vendor at the Vendor's expense with specific instructions of the County.

Chemicals: All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the maintenance practices and the soil to ensure its ability to support future plant or grass life.

- m. Vendors must notify the PCU project manager or designee of any holes, washouts, or trouble spots that may interfere with performing the services under this bid.
- n. On a bi-monthly basis, the Vendor shall test the sprinkler systems at each location for any leaks or other issues prior to performing maintenance services and provide the PCU project manager or designee the results of the test.
- o. For the Meadowlands-Wildwood Lift Stations, LS047 (Group 2: Northwest, Central, Southwest Regions Bid Sheet), the open field that surrounds the lift stations must be maintained.
- p. Areas that are too wet to be mowed must still be maintained. Alternative means may be necessary, (i.e., trimmer). If the site is deemed too wet to mow, the site may be skipped until the following visit with approval from the PCU project manager. Vendor must email PCU project manager with the site(s) being skipped. The PCU project manager or designee will follow up with a confirmation email. Vendors may not charge the County for skipping sites.

No half cuts are permitted unless authorized by the PCU project manager. Approved half cuts will be invoiced at the full price listed per the bid sheet line item.

- q. Imperial Lakes Water Treatment Facility (Group 2: Northwest, Central, Southwest Regions Bid Sheet) and Providence Water Production Facility

(Group 1: Northeast and East Regions Bid Sheet) will include mowing the entrance area - approximately eighteen (18) feet on each side of the road and four hundred (400) feet long.

- r. The Northwest Wastewater Treatment Facility (Group 2: Northwest, Central, Southwest Regions Bid Sheet) will include mowing at the south gate entrance located on Raulerson Road. All entrances to water and wastewater plants will be mowed and serviced as price per cut. Where it is applicable, a twelve (12) foot wide cut will be maintained on the outside of the fenced plant site.
 - s. The following irrigated sites shall be mowed weekly throughout the year for weed control:
 - i. Northwest Wastewater Treatment Facility (Group 2: Northwest, Central, Southwest Regions Bid Sheet)
 - ii. Northeast Wastewater Treatment Facility (Group 1: Northeast and East Regions)
 - iii. Pollard Road Water Production Facility Group 2: Northwest, Central, Southwest Regions Bid Sheet)
 - iv. Imperial Lakes Water Production Facility (Group 2: Northwest, Central, Southwest Regions Bid Sheet)
 - t. Reworking required due to negligence or inadequate procedures of the vendors will be the sole responsibility of the Vendor and shall be completed within two (2) days of notification by the PCU project manager. No additional payment will be due to the Vendor for the reworking of non-acceptable areas. Failure to successfully address re-work areas within the two (2) days may result in termination of the contract.
 - u. The Vendor shall provide a list of those sites that are reworked due to the Vendor's negligence or inadequate procedures on an agreed upon day so that the PCU project manager may re-inspect those non-acceptable areas in a timely fashion.
2. All mowing and maintenance services must be performed by the Vendor. The Vendor shall have adequate equipment, in good repair, to complete the specified work and be able to supply additional equipment as needed. All equipment must be leased or owned by the awarded vendors.
3. Work hours are Monday through Friday, 7:00 a.m. – 5:00 p.m. unless otherwise approved. Weekend work is permitted to cover any missed work due to inclement weather or other approved reasons. Sites that require the Vendor to sign in prior to beginning are not permitted to be serviced during non-working hours without pre-approval (See Specifications, Item #13 below).

4. Vendors will provide weekly cut schedules for all sites no later than end of business Thursday the week prior. The schedule must include the name of the supervisor(s) and their contact information for the locations.
5. Any known changes to the schedule due to inclement weather or other issues must be emailed to the PCU Project Manager no later than 4:00 p.m. that day. All changes must include (1) the reason for the change and (2) the new date the site(s) will be serviced. The new date to complete the work must be within three (3) business days of the originally scheduled date.
6. During all maintenance work hours, the Vendor shall provide a qualified and competent, English-speaking person on-site who is authorized to supervise the maintenance operations and to represent and act for the Vendor. The Vendor's field supervisor must visit each site at least once per month and provide a status update report to the PCU project manager upon request. The field supervisor and PCU project manager will determine the due date of the monthly report prior to services beginning. The report must include:
 - a. The site location (may reference the Bid Sheet and Bid Item)
 - b. Brief status update of the site. This should include any minor issues or concerns that may disrupt the Vendor from completing the work as outlined in the Specifications, Item #1.
7. The Vendor may be required to meet with the PCU project manager or designee monthly to discuss and remedy any field questions and/or associated problems.
8. The Vendor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity.

All Vendor's vehicles on County properties must have their company name and telephone number on them that can easily be read. The Vendors' personnel shall be in company uniform and/or appropriate apparel including any appropriate Personal Protective Equipment (PPE) required for the job being performed. All Vendor's personnel shall be professional while performing work for the County.

Any of the Vendors' equipment left on County property is at the risk of the Vendors. The County will not be responsible for the damage, theft, or security of said equipment.

9. The Vendor shall maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The bidder shall adhere to the applicable federal, state, and local laws, ordinances and regulations.
10. PCU project manager or staff reserve the right to perform inspections of products, materials, equipment, and work in progress at any time during the bid's term. The PCU project manager or staff reserves the right to inquire and be

advised by the Vendor on any methods being used to complete any services under this bid.

11. The PCU project manager or designee will provide the Vendor with special equipment, such as cyber keys, contractor badges, or gate codes, to gain access utility sites under this bid. The Vendor will be financially responsible for any lost equipment or any additional equipment requested beyond the quantity provided at the start of this bid.
12. The Vendor **shall ensure that every access gate used to enter or exit any County utility site is locked immediately upon leaving the premises.** This requirement applies at all times, without exception. Leaving any gate unsecured poses a significant security risk to County facilities, equipment, and staff. The Vendor is responsible for maintaining site security as part of their contracted duties.

Before departing any site, the Vendor **must**:

- Verify that all gates used during site access are fully closed and locked.
- Ensure no conditions remain that could allow unauthorized entry.

Failure to lock any gate prior to leaving the site shall be considered a serious breach of contract. If the Vendor or its personnel leave a gate open or unlocked, the Procurement Director or designee reserves the right to terminate this contract immediately, without the requirement for prior warning or corrective action.

The vendor must promptly report any gate-related issues (damage, malfunctioning locks, blocked closures, or suspected tampering) to the PCU project manager or designee.

This Gate Security Requirement is supplemental to the Safety Requirements/Regulations and all other provisions contained within this bid. Compliance is mandatory and non-negotiable.

13. All visits to the Southwest, Northwest, and Northeast Wastewater Treatment Facilities **require** signing in at the office prior to any work being performed.
14. **OUT-OF-SCOPE WORK:** For work needed that is not within the scope of this bid, the PCU project manager or designee will either provide the Vendor with a written scope of work or will request a proposal from the Vendor. The Vendor will determine the necessary work and submit a proposal containing the costs to the PCU project manager or designee for approval. All proposals must state “Out of Scope” and be submitted without Terms and Conditions. No work shall be performed without the written approval from the PCU project manager or designee and the issuance of a purchase order.

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Only in the case of emergency out-of-scope work can the Vendor begin work with verbal or written permission from the PCU project manager or designee. Written approval will be provided by the PCU project manager or designee within two (2) hours of any verbal approval and a purchase order will be issued within two (2) business days.

If the approved out-of-scope proposal includes the purchase of supplies, or rental equipment, the Vendor will be reimbursed at cost plus no more than a 5% markup for those purchases only. The Vendor shall submit a copy of their paid receipt(s) as proof of purchase of these items/rentals with their invoice(s) for the work.

Any changes to the scope of services or not to exceed amount of the out-of-scope work proposal must be submitted and approved in writing by the PCU project manager or designee prior to these services being performed. The purchase order will be amended to reflect the changes to the amount of the out-of-scope work proposal.

15. The County shall not be obligated in any event for payment for any services or amounts not approved in advance by the PCU project manager or designee. Any work performed without approval will be at the expense of the Vendor. The County shall not be obligated for any payment of services completed without approval.

Bid Sheet

The **Bid Sheets (Group 1 and Group 2)** for this bid are available on the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**Bid 26-367, Mowing & Maintenance for Utilities.zip**”, select “Open” or “Save As” to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polkfl.gov.

All Bid Sheets are in Excel format and are to be submitted on a USB Flash Drive along with the hard copy, if not submitting electronically through Kiteworks.

Deviation from the Bid Sheet is strictly prohibited and will not be accepted. The Bid Sheets are locked and you only need to enter the price per cut. The Bid Sheet will automatically calculate the total amount; therefore, you must enter the price per cut as requested on the Bid Sheets.