

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please 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 and Title: 19-545 Feral Hog Removal Services for Environmental Lands

Description: Provide all labor, equipment, materials and supplies necessary to remove feral hogs from Polk County managed lands.

Receiving Period: Wednesday, May 8th, 2019, prior to 2:00 p.m.

Bid Opening: Wednesday, May 8th, 2019, 2:00 p.m.

Special Instructions: A **Mandatory** Pre-bid conference is scheduled for 10:00 a.m., Thursday, April 25, 2019 in the Nature Discovery Center Workshop conference room, located at 4399 Winter Lake Rd., Lakeland, FL 33803. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

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

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789**

Carefully complete this form and e-mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

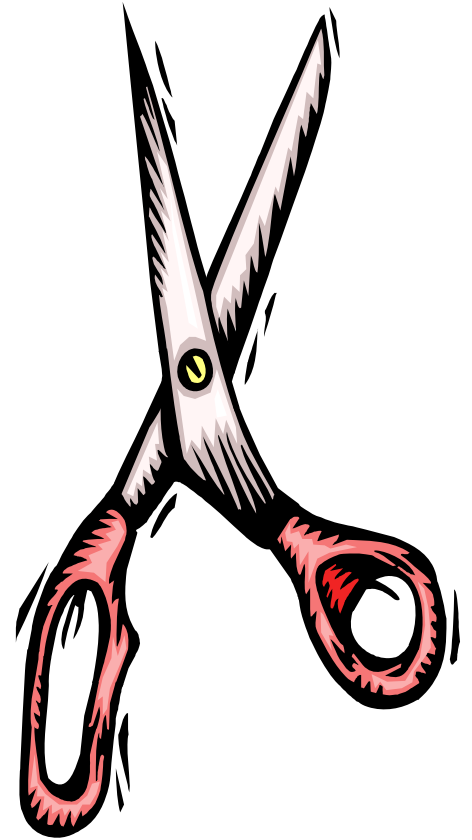
Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

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 NO.: <u>19-545</u> | |
| BID TITLE: <u>Feral Hog Removal Services for Environmental Lands</u> | |
| DUE DATE/TIME: <u>Wednesday, May 8th, 2019, prior to 2:00 p.m.</u> | |
| SUBMITTED BY: _____ (Name of Company) | |
| DELIVER TO: | PROCUREMENT DIVISION 330 West Church Street, Room 150 Bartow, Florida 33830 |



**POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director**

**Bid 19-545
Feral Hog Removal Services for Environmental Lands**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all labor, equipment, materials and supplies necessary to remove feral hogs from Polk County managed lands as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00 p.m., Wednesday May 8th, 2019**. Bids will be opened at 2:00 p.m., Wednesday May 8th, 2019.

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

Special Instructions: A **Mandatory** Pre-bid conference is scheduled for 10:00 a.m., Thursday, April 25, 2019 in the Nature Discovery Center Workshop conference room, located at 4399 Winter Lake Rd., Lakeland, FL 33803. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to **Zachary Six, Procurement Analyst**, via email at zacharysix@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m., Tuesday, April 30th, 2019.

Bids may be mailed, express mailed or hand delivered to:

**Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830**

STATEMENT OF NO BID

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.

- | | |
|---|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Unable to meet specifications |
| <input type="checkbox"/> Do not offer this product | <input type="checkbox"/> Unable to meet bond/insurance requirements |
| <input type="checkbox"/> Specifications unclear | <input type="checkbox"/> Schedule would not permit us to perform |
| <input type="checkbox"/> Specifications too restrictive | <input type="checkbox"/> Other (please specify below) |

Company Name: _____ Date: _____
Telephone Number: _____ Signature: _____

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00P.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 black 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 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. 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 <http://www.polk-county.net/procurement/bid-status>. 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 this 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 a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The vendor shall include the bid number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest 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 Vendors 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 services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, 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 their 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 Agreement 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 and used in the performance of this bid. 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 Agreement. 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 Agreements 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 <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO 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, subcontractor, 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:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a Contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
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. **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.
20. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL COPY.)** 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.
21. **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.
22. **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).
23. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
24. **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.

25. **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.
26. **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/proposal 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 Agreement at no expense to the County.
27. **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.
28. **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 Agreement supplier until accepted by the County, unless loss or damage results from negligence by the County.
29. **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 Agreement. 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.

GENERAL INFORMATION

1. **DEFINITIONS:** The term “County” means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. 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 bid form; 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 Agreement.
 - Whether or not the bidder can fulfill the Agreement 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 Agreement.
 - The sufficiency of the financial resources to fulfill the Agreement 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. **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.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to woman 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-woman or minority owned entity located outside of Polk County, and a price is offered by a woman or minority owned entity that is within 2% of the lowest price offered, then the woman 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 woman or minority owned entity will be awarded the bid if the woman 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-woman or minority owned entity located outside of Polk County, and a price is offered by a woman or minority owned entity that is within 1% of the lowest price offered, then the woman 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 woman or minority owned entity will be awarded the bid if the woman 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.

5. **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.
6. **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.
7. **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.
8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
9. **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.
10. **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.
11. **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.

12. **TERMINATION/SUSPENSION:** The County may terminate this Bid at any time, in whole or in part, either for the County's convenience or because of the Bidder's material default of its Bid obligations, by delivering a written notice of termination to the Bidder. Upon receipt of such notice, the Bidder 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 Bidder may have accumulated or generated in the course of performing the work of the Bid.

If at any time the User Division determines that the Bidder is in material default of its Bid obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Bidder that specifically states the basis for the Bidder's default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Bidder shall correct all events of default. If, however, the Bidder's material default is such that it cannot be reasonably cured within the ten (10) day time period, then the County will not terminate the Bid for such default if the Bidder commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

If the Bidder's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the Bid, and (ii) may also suspend the Bidder in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

13. **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.
14. **PRICE ADJUSTMENTS:** Any price decrease executed during the Agreement period, either by reason of market change or on the part of the Vendor to other customers, shall be passed on to the County.
15. **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, which do not comply with these requirements, are subject to rejection. 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:

- a. materials used;
- b. manufacturing process; and
- c. construction.

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

16. **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.
17. **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.
18. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices 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 appropriate price index.
19. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Vendor or County's doing, neither the Vendor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, 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 the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

20. 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 first 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.
21. **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."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

22. The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this bid will be assigned during the term of this bid. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.

23. **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.

24. **PUBLIC RECORD LAWS**

(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:

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

(2) 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;

(3) 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

(4) 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 LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830**

TELEPHONE: (863) 534-7527

EMAIL: JOHNATHANSIMS@POLK-COUNTY.NET

25. **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 Petroleum Energy Sector 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 Petroleum Energy Sector 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).

26. **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.

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<http://www.polk-county.net/procurement/vendor-registration>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

SPECIAL CONDITIONS

1. Award may be made based on individual low bid per region or overall low bid, meeting specifications and special conditions, whichever would be 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. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
3. The period of performance for this bid is from date of award through March 31, 2020 ("Termination Date"). This bid will automatically renew, extending the Termination Date, for four (4) one (1) year periods, unless otherwise terminated in accordance with General Information Items # 12 and #13. If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the goods, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the termination date.
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 # 18.
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 <http://www.polk-county.net/procurement/procurement-bids>. 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. Bidders 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 bidders.
7. Any additions, deletions, or modifications 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.

SCOPE OF WORK

The objective of this scope of work is to remove feral hogs from Polk County managed lands (project areas). Under current conditions, feral hog populations have reached a level where significant disturbance and habitat alteration has resulted and control measures are necessary. The removal of feral hogs from these project areas will assist with habitat restoration efforts and protect natural or landscaped plant communities from damage caused by hog rooting activity. The feral hogs removed from Polk County managed lands under this scope of work will be dispatched within the traps prior to removal of the hogs from the project area and/or live hogs will be transported directly to an approved slaughterhouse facility or temporary holding area until the hogs are transported to the slaughterhouse. The County also conducts in-house feral hog removal operations and provides special opportunity hunts at selected sites. These will be ongoing activities for management of this destructive non-native species. The scope of work requires continuous feral hog removal. This Scope of Work will include the following project areas and are shown in "Attachment 4":

REGION 1 PROJECT AREAS

Circle B Bar Reserve

Acreage: 1,267 acres

(4399 Winter Lake Rd., Lakeland, FL 33803): Main site entrance is on the south side of SR 540 (Winter Lake Road) between US 98 and Thornhill Road.

Marshall Hampton Reserve

Acreage 1,173 acres

(3125 Thornhill Road (management entrance); On Thornhill Road – approximately 1¼ mile south of intersection of Winter Lake Road and Thornhill Road) Site entrance is on west side of Thornhill Road.

Lakeland Highlands Scrub

Acreage: 552 acres

(6998 Lakeland Highlands Road, Lakeland, FL 33813): Site is located off of CR 540A, turn south on Lakeland Highlands Road, and the road dead ends into the parking area of the property.

Loyce E. Harpe Park

Acreage: 270 acres

(500 W Carter Road, Mulberry, FL 33860): Site is located off of Carter Road West, approximately ½ mile east of South FL Avenue.

Peace River Hammock

Acreage: 42

MT. Pisgah Road- Ft. Meade – approximately ½ mile south of Berquist Road.

Mosaic River Park

Acreage: 455 acres

(2200 Co Rd 640, Bartow, FL 33830): Site is located off of Homeland Garfield Road (Co Rd 640) approximately 1 mile east of US Hwy. 98.

Gator Creek Reserve

Acreage: 2,618 acres

(9305 Hall Rd., Lakeland, FL 33809): Site is located on US Hwy. 98 north of Lakeland, go east on Hall Road, entrance is on the east side of Hall Road.

Walker Rd Park

Acreage: 210 acres

(1035 Walker Rd, Lakeland, FL 33810): Site is located in north Lakeland approximately one mile north of Interstate 4. Entrance is on the east side of Walker Rd.

REGION 2 PROJECT AREAS

Crooked Lake West

Acreage 3,585 acres

(No physical address): Site is located on US Hwy 27 south of the Alturas Babson Park intersection, entrance is on the west side of US Hwy 27, entrance gate is second gate south of metal tower.

Crooked Lake Prairie

Acreage: 525 acres

(985 Ohlinger Road Babson Park, FL 33827): Site is located on the east shore of Crooked Lake. Main entrance is located 0.05 miles north of the intersection of Ohlinger Rd. and West Cody Villa Rd.

Crooked Lake Sandhill

Acreage: 25 acres

(801 Hollister Road Babson Park, FL 33827): Site is located off of Hollister Rd. approximately 0.7 miles west of Co Rd 17.

Hickory Lake Scrub

Acreage: 57 acres

(1658 Scenic Hwy Frostproof, FL 33843): Site entrance is on S Scenic Hwy approximately 1.75 miles east of US Hwy 27.

North Walk-in-Water

Acreage: 646 acres

(No Physical Address) Site is located approximately nine miles east of Lake Wales, the site entrance is on the north side of SR 60 just west of Walk-in-Water Creek.

SUMCIA

Acreage: 4,031 acres

(14020 Hwy. 60 E., Lake Wales, FL 33898): Site is about ten miles east of Lake Wales on the south side of SR 60.

Stokes

Acreage: 225 acres

(No Physical Address): Site is located about 4.75 miles east of Haines City; site entrance is on the south side of Lake Marion Creek Rd.

Lake Bonnett Marsh

Acreage: 167 acres

(No Physical Address): Site is west of davenport. Entrance is locates approximately one mile west of US Hwy 27 at the end of Sanders Road.

SPECIFICATIONS

1. Before initiating removal activities at any of the project areas, the Vendor must provide the following: written notification of intent must be submitted to the County Project Manager twenty-one (21) days prior to the beginning of removal operations or movement of any equipment onto the project location. Upon receipt of the Vendor's notification, the County Project Manager will have 14 days to issue the Vendor "Notice to Proceed with Removal Operations" for a given project location. The "Notice to Proceed with Removal Operations" must be in possession of the Vendor before and during removal operations are initiated, or equipment moved onto a project area.
2. Once the Vendor receives the "Notice to Proceed with Removal Operations", the Vendor will begin the continuous removal of feral hogs on the approved sites. All traps and other equipment owned by the Vendor must be removed from the project area by the end of the five-year period.
3. Any and all equipment, products, or materials necessary to perform removal services shall be supplied by the Vendor.
4. The Vendor will use portable live traps and must provide photos of the traps as part of the bid submittal. The location of traps must be approved in writing by the County Project Manager prior to placement of said traps. The County Project Manager will coordinate with the Vendor as to whether the hogs will be dispatched within the traps prior to removal of the hogs from the project area or whether the live hogs will be transported directly to an approved slaughterhouse facility or temporary holding area until the hogs are transported to the slaughterhouse. The use of firearms to dispatch hogs must be approved in writing by the County Project Manager for the individual sites, as some sites are not appropriate for the use of firearms. Live trapping and live hog removal will take place on those sites. Night time dispatch and removal may be coordinated with the County Project Manager if determined beneficial by the County Project Manager. No hogs may be sold alive or relocated alive to other properties for release.
5. The Vendor shall assume all responsibility for proper and lawful handling and disposition of the feral hog and upon removal of a feral hog from the project area, the hog will become the property of the Vendor. Photos of all trapped hogs will be provided to County Project Manager as proof of removal. Dependent upon the site, dead hogs may be hauled to a disposal area determined by the County Project Manager. All other feral hogs removed from a project area, whether alive or dead, shall be transported directly to an approved slaughterhouse for processing, temporary State approved holding pen until the hog can be delivered to the slaughterhouse or disposed of at the Waste Resource Management North Central

Landfill or another facility approved by the County Project Manager. Written receipts will be required. The Vendor is responsible for all disposal fee charges unless the County Project Manager makes other arrangements that are agreeable to both parties. The Vendor shall obtain prior written approval from the Florida Department of Agriculture and Consumer Services to transport feral hogs to a slaughterhouse or an approved temporary holding pen. Such written approval must be furnished to the County Project Manager prior to commencement of feral hog removal under this Agreement. The Vendor shall, at their own expense procure and maintain any permits or licenses which may be required by law in connection with the feral hog removal activities. Attachment 1 and 2 detail additional specific requirements for the selected Vendor concerning handling of the feral hogs.

6. The Vendor may have up to three (3) assigned Agents to assist with the removal of feral hogs. The Vendor and Agents will have an "Agent Hog Trapper" card on their person at all times. The Parks & Natural Resources Division Environmental Lands Coordinator must approve agents before assisting the Vendor. Any assigned agents must not have a criminal record pertaining to Wildlife Resource Violations. A background check will be run by the County's Equity and Human Resources Division for these records and will be checked prior to approval from the Parks & Natural Resources Division Environmental Lands Coordinator.
7. The Vendor is prohibited from charging a fee to agents
8. If approved by the County Project Manager, one (1) firearm per person may be used only for the purpose of dispatching feral hogs that are trapped. When not in use, the firearm must be unloaded and out of sight of the public. Appropriate handgun permits must be carried on person carrying a handgun firearm and must be readily available, upon request. The Vendor shall be liable for any act arising from the use of a firearm. Attachment 3 addresses specific requirements for the selected Vendor.
9. No hogs shall be kept at a trap site for more than 24 hours. All trap sites will be located away from public view if possible. Any wildlife other than feral hogs captured in traps, whether dead or alive upon inspection, must be immediately released or disposed of as directed by the County Project Manager.
10. The Vendor must check all baited traps every 24 hours. The Vendor shall keep daily written records of each baited trap checked, including trap location and the number and sex of each hog trapped. A photo of the trapped hogs must be taken and submitted (either electronically or hardcopy) to the Parks & Natural Resources Division Environmental Lands Coordinator. The Vendor must submit to the Parks & Natural Resources Division Environmental Lands Coordinator a monthly report of the number of hogs removed from the project area and if not dispatched prior to removal a written receipt from the slaughterhouse must be provided. Also included in the report the number of trap days, with dates and location of site conducted. The report and associated backup material is due the first week of each month after the reporting month. The report must be submitted with the invoice for payment.

11. Adequate food, water and shelter shall be provided for all captured hogs. All trapping sites shall provide adequate shade for the captured animals. All traps will be designed to comfortably hold the hogs to prevent overcrowded conditions. All traps will be maintained to prevent escapes.
12. No live feral hogs shall be released on public or private property. Any deliberate release of hogs after having been trapped or caught will be cause for an immediate stoppage of work and possible termination of this bid.
13. Killing, molesting, or intentional trapping of any wildlife other than the trapping of feral hog is prohibited.
14. Hunting with dogs is prohibited, unless approved by the County Project Manager on a case by case basis. Unusual circumstances must arise for the allowance of hunting dogs.
15. Vendor, after being notified by the Parks & Natural Resources Division Environmental Lands Coordinator to commence trapping activity on any given site, at a minimum, must engage in trapping hogs on the assigned site so that 30 consecutive days do not occur without trapping activity. The County Project Manager may request up to three trapping days per week within these regions, weather and water conditions permitting. Other arrangements must be approved by the County Project Manager. Any Vendor that does not engage in trapping during the period of 30 consecutive days will be cause for an immediate stoppage of all work and possible termination of this bid. This requirement is in place to maximize removal efforts. Daily trapping hours will be coordinated between the Vendor and the County Project Manager and could include evening removal of trapped hogs.
16. The County Project Manager will designate access points to the property for use by the Vendor. No other gates or access points shall be used by the Vendor.
17. The Vendor shall conduct on-site operations in a manner that limits use and damage to roads and off-road areas to the minimum necessary for satisfactory compliance with the terms of the Agreement.
18. The Vendor must provide the County Project Manager with the description, tag number and vehicle identification number for each vehicle to be used on the property prior to initiating the Feral Hog Removal Program. Vehicles used as part of the feral hog removal program must have current state license tags and are restricted to designated roads. The use of horses, tracked vehicles, motorcycles, or all-terrain

vehicles is prohibited, unless pre-approved in writing by the County Project Manager.

19. The Vendor shall procure and maintain current, any permits, licenses, etc., which may be required by law in connection with the feral hog removal activities. The Vendor and agents must have a valid Florida hunting license.
20. The Vendor shall abide by Chapter 5C-21.015, Florida Administrative Code and Chapter 9, Animals and Animal Products, of the Code of Federal Regulations and all applicable governmental rules, regulations, ordinances and laws.
21. The possession of drugs and an open container of alcoholic beverage or under the influence of drugs and alcoholic beverages is prohibited.
22. There will be no bag or size limit on feral hogs removed. Trapper is encouraged to remove hogs of all sizes.
23. Polk County reserves the option to engage in additional concurrent removal efforts, if necessary to increase removal rates. This is a non-exclusive use of the property and there may be special hog hunts planned that will be open to the general public. On sites with partnering management agencies those agencies preferred methods may also be used.
24. The Vendor shall be courteous to each person they meet (the public, County staff, law enforcement) on the assigned project area. Public concerns should be directed to the County Project Manager.
25. The County Project Manager or designee shall have the right to monitor the progress of hog removal efforts and visit all sites to assure that performances are in accordance with the Scope of Work
26. This Agreement is revocable, with or without cause, by either party giving written notice to the other, twenty-four (24) hours in advance. In such event, the Vendor shall have thirty (30) days in which to remove any and all personal property, traps or other equipment, and vacate the property. After the thirty (30) days all traps and equipment becomes the property of Polk County.
27. The Vendor shall be held liable for their actions and their agent's actions as specifically outlined in attachment 3.

QUALIFICATIONS

1. The successful vendor(s) should provide two (2) references from clients in which the vendor has performed similar services in the last (two) 2 years with their submittal. References should include name, address, phone number and e-mail address.
2. Vendors must submit in writing with the bid response a written description of past feral hog removal experience and specifically explain any experience with feral hog removal on conservation lands. Photos of the traps must also be submitted with the bid response.
3. Vendors must have a minimum of two (2) years of experience with feral hog removal.
4. Vendors and Agents must not have a criminal record pertaining to Wildlife Resource Violations. A background check will be run by the County's Equity and Human Resources Division for these records and will be checked prior to approval from the Parks & Natural Resources Division Environmental Lands Coordinator.

| Item # | Region | Description | Unit Price Per Feral Hog Removed From Site (Dispatched or Alive) |
|------------------------------|--------|---------------------------|--|
| 1 | 1 | Circle B Bar Reserve | \$ |
| 2 | 1 | Lakeland Highlands Scrub | \$ |
| 3 | 1 | Marshall Hampton Reserve | \$ |
| 4 | 1 | Loyce E. Harpe Park | \$ |
| 5 | 1 | Mosaic River Park | \$ |
| 6 | 1 | Peace River Hammock | \$ |
| 7 | 1 | Walker Road Park | \$ |
| 8 | 1 | Gator Creek Reserve | \$ |
| <u>Region 1 Total</u> | | | \$ |
| 9 | 2 | Crooked Lake West | \$ |
| 10 | 2 | Crooked Lake Prairie | \$ |
| 11 | 2 | Crooked Lake Sandhill | \$ |
| 12 | 2 | Hickory Lake Scrub | \$ |
| 13 | 2 | SUMICA | \$ |
| 14 | 2 | North Walk-in-Water Creek | \$ |
| 15 | 2 | Sherwood L Stokes | \$ |
| 16 | 2 | Lake Bonnet Marsh | \$ |
| <u>Region 2 Total</u> | | | \$ |
| <u>Grand Total</u> | | | \$ |

Deviation from the Bid Sheet is strictly prohibited and will not be accepted.

VENDOR NAME

**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 tenders final payment to the bidder.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

TOLL FREE NUMBER

E-MAIL ADDRESS

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

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL BIDDERS:
(SUBMITTAL PAGE)**

Company Name: _____

DBA/Fictitious Name (if applicable): _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: _____

(Street No or PO Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization:

- _____ 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 section 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 _____ does:
(Name of Business)

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.

Bidder’s 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 Agreement 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 Agreement; 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: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(Title)

My Commission Expires: _____

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force General Liability policies of insurance during the Agreement period. Where the County is required to be listed on a policy, the County shall be referred to and listed as: Polk County, a political subdivision of the State of Florida.

Commercial General Liability Insurance, including County and Vendor Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence Broad form policy. The deductible may not exceed \$25,000 unless a vendor obtains express written agreement from the County regarding a higher deductible. XCU Property Damage exclusion must be removed from the policy.

| | |
|---------------------|-------------|
| Each Occurrence: | \$1,000,000 |
| Completed Operation | \$1,000,000 |
| Pollution Liability | \$1,000,000 |

The Commercial General Liability policy must name the County as an additional insured on the policy as to both ongoing and completed operations. The policy must also include a waiver of subrogation in favor of the County.

All insurance policies must be provided through Insurance Companies admitted in the State of Florida. All insurance policies must be issued by Insurance Companies that have an A.M. Best rating of A VIII or better.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida
330 W Church St, Room 150
Bartow, FL 33830

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 Bid 19-545

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 and policy)
- Polk County will be named as an additional insured for general liability
- The General Liability 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 Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor 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 Contractor s 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 Contractor 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:

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 Contractor to additional Agreement time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of Agreement for safety violations and may result in termination of the Agreement 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 Contractor 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 Contractor in the planning of a safe work site.

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

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)

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20

Notary Public: _____

My Commission Expires: _____

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: 19-545

PROJECT NAME: **Feral Hog Removal Services for Environmental Lands**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY AGREEMENTS TO ANY VENDOR 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 VENDOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE AGREEMENT BY POLK COUNTY.**

BIDDER ATTESTS 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 signed and acknowledged before me this ____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

ATTACHMENT 1

REQUIREMENTS FOR REMOVAL AND DISPOSITION OF FERAL SWINE FROM POLK COUNTY MANAGED LANDS

Disease surveillance studies in feral swine populations within the State of Florida have revealed that a significant number of these populations are affected with swine brucellosis and/or pseudorabies. Both swine brucellosis and pseudorabies are serious and costly to the state's swine industry. Therefore, presence of these diseases in feral swine is reason for concern for the industry. These diseases are currently subject to national disease eradication programs. As the state agency responsible for these programs in Florida, The Florida Department of Agriculture and Consumer Services (Department) recognizes the serious threat feral swine pose to domestic swine herds.

The Vendor must dispatch hog on site or remove all feral swine caught or trapped on Polk County managed project areas directly to slaughter or to an Approved Quarantine Holding Facility. To effect these movements, the Vendor must obtain written approval from the Department. Before specific approval is granted, the Vendor must consent to and fully comply with the following terms and conditions:

I. Definitions

- A. **Approved Quarantined Holding Facility**
Any facility that has been approved (in accordance with the standards outlined under these requirements) by the State Veterinarian for the purpose of holding captured feral swine until final disposition is made and which has been placed under official state quarantine.
- B. **Permit**
A written document, approved by the Department, which authorizes the Vendor to move, captured feral swine from project area directly to slaughter or to an Approved Quarantined Holding Facility. A permit must accompany each movement and must contain certain required information as outlined under these requirements.

II. Terms and Conditions

- A. Detailed records must be maintained regarding the number of feral swine captured, destroyed and/or removed from Project Areas; this includes all swine moved directly to slaughter, directly to an Approved Quarantined Holding Facility, or those that die or are destroyed by the Vendor while in his/her possession. These records will be made available for inspection by any authorized representative of the Department or County Project Manager upon request.
- B. All captured feral swine must be moved under a movement permit (trip ticket). The Vendor must have such permit in his/her possession each time such swine are moved. The permit must contain the following information:
 - a. Date and time of movement.

- b. Purpose of movement; i.e., slaughter, Approved Quarantined Holding Facility.
 - c. Number, age, and sex of swine in the shipment.
 - d. Destination or Consignee of each shipment.
- C. The Vendor upon establishing an Approved Quarantined Holding Facility must do so in accordance with the following standards:
- 1. The holding facility must be maintained in a clean and sanitary condition at all times
 - 2. The holding facility must be maintained in such condition as to prevent the escape of any captured feral swine.
 - 3. The holding facility may not be located adjacent to any domestic swine herds.
 - 4. Captured feral swine that die or are humanely destroyed while in the holding facility must be disposed of in an approved manner. (i.e., burial or burning)
 - 5. State of Florida Department of Agriculture and Consumer Services, official signs must be placed in appropriate locations around the perimeter of the holding facility.
 - 6. Detailed records must be maintained on all swine entering and leaving the holding facility.
 - 7. Swine may not move from the holding facility except by permit (trip ticket).
 - 8. Rodent control procedures must be implemented in and around the holding facility.
 - 9. No other animals (including cats and dogs) may have direct contact with the captured feral swine held in the holding facility.
 - 10. The holding facility will be inspected by an authorized representative of the Department on a continual basis to insure that the above standards are met. Failure of the Trapper to maintain these standards regarding the holding facility may result in revoking or withholding approval to operate such facilities.
- D. Authorized representative of the Department may conduct disease surveillance studies by collecting blood samples on any or all captured feral swine. These tests will be conducted at no costs to the Trapper. The Department will not be held liable for any deaths or injuries to any swine resulting from the testing procedures.

E. Movement and final disposition of captured feral swine from the Approved Quarantined Holding Facilities shall be restricted as follow:

1. Movement directly to slaughter;
2. Sale for Taxidermy use;
3. Destruction on site;

Failure to comply with the terms of this bid may result in termination and suspension of the vendor. The Department may provide updates to these requirements, which will be required to be implemented by Vendor.

ATTACHMENT 2

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

**CONTRACTOR'S CONSENT
TO REQUIREMENT FOR
REMOVAL OF FERAL SWINE**

I, hereby request permission from the Florida Department of Agriculture and Consumer Services, Division of Animal Industry to trap and remove feral swine from the Polk County Managed Lands listed below.

I understand and agree to meet all requirements specified by the Florida Department of Agriculture and Consumer Services, Division of Animal Industry as outlined in the attached "Requirements for Removal and Disposition of Feral Swine from Polk County Managed Lands"

I verify that I have met all requirements and have received specific written approval from Polk County to trap and remove feral swine from the above listed premises.

I verify that I have received approval from the State Veterinarian to operate an Approved Quarantine Holding Facility located at:

Authorized Department Representative

CONTRACTOR (Trapper)

Thomas J. Holt, D.V.M.

State Veterinarian, Director

Division of Animal Industry

ATTACHMENT 3

WAIVER AND INDEMNITY

In exchange for participating in the Feral Hog Removal Program being conducted by Polk County, a political subdivision of the State of Florida ("County") and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to indemnify, save and hold harmless the County, its officers, employees and agents, from any obligations, costs, claims, judgments, attorneys' fees, attachments, property damage or personal injury to death resulting from or arising out of any act or omission of the undersigned in relation to participating in the program.

| | | | |
|------------------------|------------------|---------------------------|------|
| Principal/Company Name | By: | Participant's Signature | Date |
| Address | | Printed Name of Signatory | |
| City, State | Zip Code | | |
| () | | | |
| Area Code | Telephone Number | | |

Feral Hog Removal Region Map

