



**REQUEST FOR QUOTES  
(RFQ) #16-2391GE**

**MYAKKA COMMUNITY PARK PLAYGROUND**

**DATE ISSUED: June 24, 2016**

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") invites your participation in the following Request for Quotes (RFQ). The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Request for Quotes documents in their entirety.

**PLAYGROUND LOCATION:**

Inspection of the site is a prerequisite for award. All interested Contractors are instructed to evaluate the site prior to submitting your Quote.

Work location: **Myakka Community Park, 10060 Wauchula Road, Myakka City, FL 34251**

**TIME AND DATE DUE: July 8, 2016 at 3:00 P.M.**

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**FOR INFORMATION CONTACT:**

**George Earnest, CPPB – Buyer**

**PHONE (941) 749-3044**

**[george.earnest@mymanatee.org](mailto:george.earnest@mymanatee.org)**

Authorization for Release: 

**INFORMATION TO QUOTERS****QUOTE FORM DELIVERY REQUIREMENTS**

Acceptable methods of delivery of quotes are as follows:

Email Address: [george.earnest@mymanatee.org](mailto:george.earnest@mymanatee.org)  
Fax (941) 749-3034  
US MAIL to: Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

**MODIFICATION OF RFQ DOCUMENTS**

If a quoter wishes to recommend changes to the RFQ documents, the quoter shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the Specifications. The County is not obligated to make any changes to the RFQ documents. Unless an Addendum is issued, the RFQ documents shall remain unaltered.

**Quoters must fully comply with the RFQ documents in their entirety.**

**CLARIFICATION**

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

**LOBBYING**

After the issuance of a solicitation, quoters, or any agent, representative or person acting at the request of such quoter shall not contact, communicate with or discuss any matter relating in any way to solicitation with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the solicitation, pursuant to the Manatee County Code. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on all correspondence, including email correspondence. This requirement begins with the issuance of the solicitation, and ends upon execution of contract or when the solicitation has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code.

**WITHDRAWAL OF OFFERS**

Quoter may withdraw offers as follows:

- a. After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a quoter alleging a material mistake of fact may be permitted to withdraw their quote if:
  1. the mistake is clearly evident in the solicitation document; or
  2. Quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a quote must be in writing and approved by the Purchasing Official.

**IRREVOCABLE OFFER**

Any quote may be withdrawn up until the time and date set for opening of the Quote. Any quote not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached solicitation until one or more of the quotes have been duly accepted by County.

## **COSTS INCURRED IN RESPONDING**

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

## **RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected.

The lowest, responsible quoter shall mean that Quoter who makes the lowest quote to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFQ documents or otherwise required by the County, and who is fit and capable to perform the Quote as made.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotes.

To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the Request for Quote requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

## **APPLICABLE LAWS**

Quoter must be authorized to transact business in the state of Florida. All applicable laws and regulations of the state of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Ordinance, as amended.

## **COLLUSION**

By offering a submission to this Request for Quotes, the quoter certifies that the quoter has not colluded with any other quoter or parties to this quote whatsoever, and the quote is in all respects fair, and without collusion or fraud.

## **CODE OF ETHICS**

With respect to this quote, if any quoter violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such quoter will be disqualified from eligibility to perform the work described in this Request for Quote, and may be disqualified from furnishing future goods or services to, and from submitting any future bids, quotes, or proposals for work or for goods or services for Manatee County.

## **PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a quote to provide any goods or services to a public entity; may not submit a quote with a public entity for the construction or repair of a public building or public work; may not submit quotes 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; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

## **QUOTE FORMS**

Quotes must be submitted on attached provided forms, although additional pages may be attached. **Quoters must fully complete all pages of the Quote Response Form. The Quote Response Form must be executed by an authorized signatory who has the legal authority to bind the company. Quoters must fully comply with all requirements of this RFQ in its entirety.** Failure to comply shall result in default of the resulting contract, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

## **DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the Quote and not shown separately. The prices as shown on the Quote Form shall be the prices used in determining Award.

## **TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the quoter is prohibited from delineating a separate line item in his Quote for any sales or service taxes. Nothing herein shall affect the quoter's normal tax liability.

## **DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the RFQ documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the RFQ documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

## **END OF SECTION**

**BASIS OF AWARD & MINIMUM QUALIFICATIONS****BASIS OF AWARD**

Award shall be to the responsive, responsible quoter having the lowest Total Quote Price. Quote prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the RFQ documents to the County's satisfaction.

In evaluating quotes, the County shall consider the qualifications of the quoters; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two (2) or more quotes are equal with respect to price, quality and service, the quote received from a local business shall be given preference in award. Whenever two (2) or more quotes which are equal with respect to price, quality and service are received, and neither of these quotes is from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

**QUALIFICATIONS OF THE VENDOR**

Each Contractor submitting a quote for this project must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work within ten (10) days of the issue of the Intent to Award. The installer shall be properly certified to perform installation and provide proof upon request.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

**Inspection of the site is a prerequisite to be considered for award.** It is the responsibility of each contractor before submitting a quote, to (a) examine the RFQ documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate quoter's observations with the RFQ documents; and (e) notify County of all conflicts, errors, or discrepancies in the RFQ documents.

**END OF SECTION**

**GENERAL TERMS AND CONDITIONS****CONTRACT FORMS**

The contract resulting from the acceptance of a quote shall be in the form of a Purchase Order as a lump sum payment after the project is completed to the County's satisfaction.

**ASSIGNMENT OF CONTRACT**

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title, or interest therein, or his power to execute such contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

**COMMENCEMENT AND COMPLETION OF WORK**

The Contractor shall provide the Manatee County representative with a work schedule prior to proceeding with the work. Completion of may not exceed 45 calendar days.

**PRICES AND TERMS**

Quoters shall quote unit prices, F.O.B., Destination, including all discounts in accordance with the items as listed on the Quote Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in completing the Work specified herein. The County's payment terms are Net 45.

**WARRANTY AND GUARANTEE PROVISIONS**

The Contractor shall provide a manufacturer's warranty for all items. All materials, equipment, and workmanship furnished and installed by the Contractor is warranted and guaranteed by the Contractor to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

**MATERIALS AND WORKMANSHIP**

All materials and apparatus required for this work, except as specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations and all applicable building codes.

**PROJECT CLOSE-OUT**

The Contractor shall clean the construction site and remove any and all excess materials at the end of each day's work. The Contractor shall correct any damages to property that may have occurred as a result of the installation and/or delivery. The Contractor shall remedy any deficiencies promptly should the County determine any work is incomplete or defective.

When County determines the work is acceptable and in accordance with this RFQ, the Contractor shall provide "close out" submittals, including but not necessarily limited to the following:

- 1 set Certificate of Warranties
- 1 set Manufacturer's Product Literature (when applicable)

## **ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. The Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall hold the County harmless from any loss thereof, including costs and attorney's fees.

## **AUTHORIZED PRODUCT REPRESENTATION**

The Contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in County's sole discretion, be deemed a Material Breach of the resulting contract, and shall constitute grounds for County's immediate termination of the resulting contract.

## **REGULATIONS**

It shall be the responsibility of the vendor to assure compliance with any OSHA, EPA and/or other federal or State of Florida rules, regulations or other requirements, as each may apply.

## **CANCELLATION**

Any failure of the Contractor to furnish or perform the Work (including, but not limited to commencement of the Work, failure to supply sufficient skilled workers, or suitable materials or equipment) in accordance with the contract, the County may order that work be stopped in total, or any portion thereof, until the cause for such order has been eliminated. If the Contractor persistently fails to perform the work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified Contractor or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

## **INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting contract for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the resulting award, contract or purchase order shall be deemed to affect the rights, privileges and immunities of County as set forth in Florida Statutes § 768.28.

## **SUBCONTRACTORS, SUPPLIERS AND OTHERS**

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by County from the Contractor and the Contractor shall respond within five (5) days after the date of such request.

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Contract.

**MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)**

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operator's manuals, parts manuals and technician manuals must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the Contractor. The Contractor shall furnish two (2) copies of each.

**BE GREEN**

All Contractors are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.**

**END OF SECTION**



**MINIMUM TECHNICAL SPECIFICATION****SCOPE**

**The work is located at Myakka Community Park, 10060 Wauchula Road, Myakka City FL 34251. The site is publicly accessible and open to Contractors for inspection.**

The Contractor must furnish all labor, materials, permits, equipment, and incidentals for removing and properly disposing of the specified existing playground structure and surfacing and supplying and installing new playground equipment. This work also includes adding a border and providing and installing Engineered Wood Fiber (EWF) to the existing swing set structure. The existing swing set structure will remain. The playground equipment supplied shall meet the following minimum specifications:

**GENERAL REQUIREMENTS**

The playground equipment provided shall meet the following general requirements:

- A. Multi-age play apparatus for children ages 2-12.
- B. Provide play area capacity for 80+ children.
- C. Play opportunities shall include climbing, balancing and sliding; with varying degrees of challenge and adventure.
- D. Be approximately 90' X 38' and fit within a protective area of about 113' X 51'.
- E. Play Equipment/apparatus shall comply with the following industry standards:
  1. U.S. Consumer Product Safety Commission (CPSC)
  2. American Society for Testing and Materials (ASTM)
  3. Americans with Disabilities Act (ADA)
  4. International Play Equipment Manufacturers Association (IPEMA)

**DEMOLITION AND REMOVAL OF EXISTING STRUCTURE**

The demolition and removal of the existing equipment shall coincide with the installation of new equipment and shall consist of:

- A. Removing the existing play structure and hauling away.
- B. Removing the existing play surface and hauling away. This includes approximately 2,091 square feet of "Poured in Place" material and approximately 125 yards of sand.
- C. Preparing the existing concrete surface for new playground installation and surfacing, including removing footers and filling in to create a level surface area.
- D. Securing site for demolition and installation, including perimeter fencing, barricades and/or signage to protect the safety of the public as deemed appropriate by the County. The existing swing set structure will remain.

**MATERIAL AND INSTALLATION SPECIFICATIONS**

- A. The playground equipment supplied shall meet the following minimum specifications:
  - a. One (1) Custom Themed System, for children ages 2-12, in an "Island Oasis" color palate (Miracle Recreation) or similar color scheme consisting of the following:
    - i. One (1) four-sided ½ hex open deck that is 5'; Miracle Recreation Item #7185049

- a. This deck shall be placed at one end of the structure and have the following items connected:
  - i. One (1) Bump & Glide Slide; Item #7187285
  - ii. One (1) Typhoon II 360 Slide ; Item #71874859
  - iii. One (1) Chameleon II Entry/Exit Slide; Item #7186701, Two (2) Chameleon II Left Sections; Item #7186706, One (1) Chameleon II Entry Section; Item #718670EZ, Chameleon II Leg; Item #718670LZ, One (1) Chameleon II Panel; Item #718670PZ
  - iv. One (1) How Tall RU Panel (post mount); Item #718633
  - v. One (1) Bell (post mount); Item #718796P1
  - vi. One (1) Bench Panel (below deck); Item #7188172B
  - vii. One (1) Hexagon Tree House Room; Item #7187306
  - viii. Six (6) 3 ½" X 162" Posts for Deck and Roof; Item #718573
  - ix. One (1) 12" Riser Plate connecting the 5' ½ hex open deck to three triangle decks
  - x. Three (3) Triangle Decks that are 4'; Item #7185019
- b. The three (3) Triangle Decks shall have the following items connected:
  - i. One (1) Vine Climber; Item #71886715
  - ii. One (1) 45 degree sloped climbing wall; Item #71875734
  - iii. One (1) 6' Arch Bridge; Item #7189709
- c. The Arch Bridge shall connect to one (1) of Three (3) total Square Decks that are 4'; Item #7185029. The other items connected to this deck are:
  - i. One (1) Mountain Trail Closed Handrail Bear Paw Climber; Item #718622LIC
  - ii. One (1) 3' Straight Crawl Tube; Item #7188654
  - iii. One (1) ADA Stairs between decks with 1' rise; Item #7188109
  - iv. One (1) Steering Wheel (post mount); Item #718900P1
  - v. Two (2) 3 ½ " X 118" posts; Item #7185494
  - vi. Two (2) 3 ½" X 130" Posts' Item #718552
- d. Connected to the Crawl Tube shall be:
  - i. The second of three total square decks that are 4'
  - ii. One (1) Mogul Slide; Item #7187264
  - iii. One (1) Calypso 2 Drum ½ Panel (below deck); Item #71871513HB

- iv. One (1) Pilot Panel with 2 wheels (below deck); Item #7187147
- v. One (1) Vertical Ladder; Item #718815
- vi. Four (4) 3 ½" X 118" Posts; Item #7185494
- e. Connecting to ADA Stairs shall be:
  - i. The third of three total square decks. This one is at 3' and shall have the following connected:
    - 1. One (1) L Slide with Canopy; Item #7189071
    - 2. One (1) Tot Climber; Item #718787
    - 3. One (1) Triple Play Roof; Item #7188661
    - 4. One (1) Critter Puzzle Panel (below deck); Item #7187631
    - 5. Four (4) 3 ½" X 138" Posts for Roof; Item #718572

**B. Stand-alone Items include:**

- a. One (1) Boulder Climbing Tunnel; Item #8181
- b. One (1) Big Tow Bouncer; Item #913

C. Poured in Placed (PIP) surfacing shall be installed and consist of approximately 2,091 square feet total at varying depths of 1.75" (1,479 sf) , 2.25" (350 sf) and 2.5" (262 sf). Approximately 56 timbers (4' X 12") and 169 cubic yards of Engineered Wood Fiber (EWF) shall be installed around existing swing structure and stand-alone pieces. Color choices available for the PIP shall be presented after project is awarded and color selection will be made prior to construction.

**LOCATION AND CONTACT**

Myakka Community Park  
10060 Wauchula Road  
Myakka City, FL 34251

**QUOTE REQUIREMENTS**

All of the above playground equipment and safety surfacing shall be installed in accordance with the manufacturer's specifications.

All of the above specifications are for Miracle Recreation products for the playground equipment and DuraPlay Inc. for the safety surfacing; however the County is accepting quotes for all manufacturers' products that meet the Minimum Specifications stated in this RFQ. The County will be the sole judge in determining the acceptability of any such alternative products.

**Quotes shall include technical specification sheets for the brands and models of the items being quoted and a list that describes any deviations in both materials and design.**

**All quoters shall submit an itemized quotation showing all required hardware necessary for the complete installation of the playground equipment.**

**In addition, quoters of other manufacturer's products shall submit a 2-D drawing showing placement of their equipment within the area for construction.**

**END OF SECTION**

**QUOTE RESPONSE FORM****DATE DUE:** July 8, 2016 at 3:00 P.M.

To: Manatee County Purchasing  
 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205  
**Attention: George Earnest CPPB, Buyer**

Quote Responses may also be submitted via the following:

Email: [george.earnest@mymanatee.org](mailto:george.earnest@mymanatee.org)

Or Fax 941-749-3034

**Re: RFQ #16-2391GE for MYAKKA COMMUNITY PARK PLAYGROUND**

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term, and condition contained in the Request for Quotes.

We understand that the quote specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the Contractor. Failure to comply shall result in contract default, whereupon, the defaulting Contractor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

COMPANY'S NAME: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ FL License# \_\_\_\_\_

AUTHORIZED SIGNATURE(S): \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Above Signer(s)

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

STATE OF INCORPORATION: \_\_\_\_\_ (if applicable)

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ Site Visit(s) Date Performed: \_\_\_\_\_

Acknowledge Addendum Nos. \_\_\_\_\_ Dated: \_\_\_\_\_ (if applicable)

**QUOTE RESPONSE FORM**  
**RFQ #16-2391GE MYAKKA COMMUNITY PARK PLAYGROUND**

ITEM	DESCRIPTION	U/M	EXTENDED TOTAL
1	Playground Equipment (per the Contractor provided itemized listing).  Manufacturer: _____	LS	\$
2	Labor: removal and disposal of old equipment, installation of new equipment	LS	\$
<b>Attach: Manufacturers' specifications, Itemized hardware list, Equipment placement 2D Drawing.</b>			
	<b>MYAKKA COMMUNITY PARK PROJECT TOTAL QUOTE PRICE FOR AWARD PURPOSES</b>		\$

Mfg Specifications attached: \_\_\_\_\_

Hardware List attached: \_\_\_\_\_

Equipment Placement Drawing: \_\_\_\_\_

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

**The following shall be completed, signed and submitted with this Quote Response Form:**

Contractor's Questionnaire & References ..... Pages 15 - 16  
 Public Contracting & Environmental Crimes ..... Attachment "A"  
 Insurance Requirements ..... Attachment "B"

**CONTRACTOR'S QUESTIONNAIRE****THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE**

1. Your firm has been in business under this name for how many years? \_\_\_\_\_
2. Summary of any litigation filed against the quoter in the past five years which is related to the services provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
3. List any notice of violations, formal notices of regulatory non-compliance, safety violations and accidents resulting in a Worker's Compensation claim.
4. Have you ever failed to complete work awarded to you? If so, where and why?

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

<b>CONTRACTOR'S REFERENCES</b>
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**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE**

5. Three current references from commercial projects in Florida for similar services.

A. CUSTOMER NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

SERVICE  
DETAILS: \_\_\_\_\_

\_\_\_\_\_

B. CUSTOMER NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

SERVICE DETAILS: \_\_\_\_\_

\_\_\_\_\_

C. CUSTOMER NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

SERVICE DETAILS: \_\_\_\_\_

\_\_\_\_\_

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



**Attachment A****PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION****SWORN STATEMENT PURSUANT TO ARTICLE 5,  
MANATEE COUNTY PURCHASING CODE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among QUOTERS or prospective QUOTERS in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgement has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

\_\_\_\_\_  
[Signature]

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced \_\_\_\_\_ identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature      My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**Attachment B****Insurance and Bonding Requirements**

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Contractor waive against each other and the County's separate Contractors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County  
Board of County Commissioners  
Bradenton, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Contractor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Contractor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, in a like manner, within twenty-four

(24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

**Insurance and Bonding Requirements Worksheet**

(Mandatory with quote submittal)

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage  <u>\$1,000,000</u> single limit per occurrence, \$1,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Contractor/Consultant shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Contractor/Consultant or anyone employed or utilized by the Contractor/Contractor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.
4. <input checked="" type="checkbox"/> Automobile Liability	<u>\$ 500,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul> <input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence <input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence

6. ☐ Bid bond      Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
7. ☐ Performance and Payment Bonds      For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
8. ☒ Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.
9. ☒ Manatee County must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability where required.
10. ☒ The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
- ☒ **Thirty (30) Days Cancellation Notice** required.

#### Contractor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

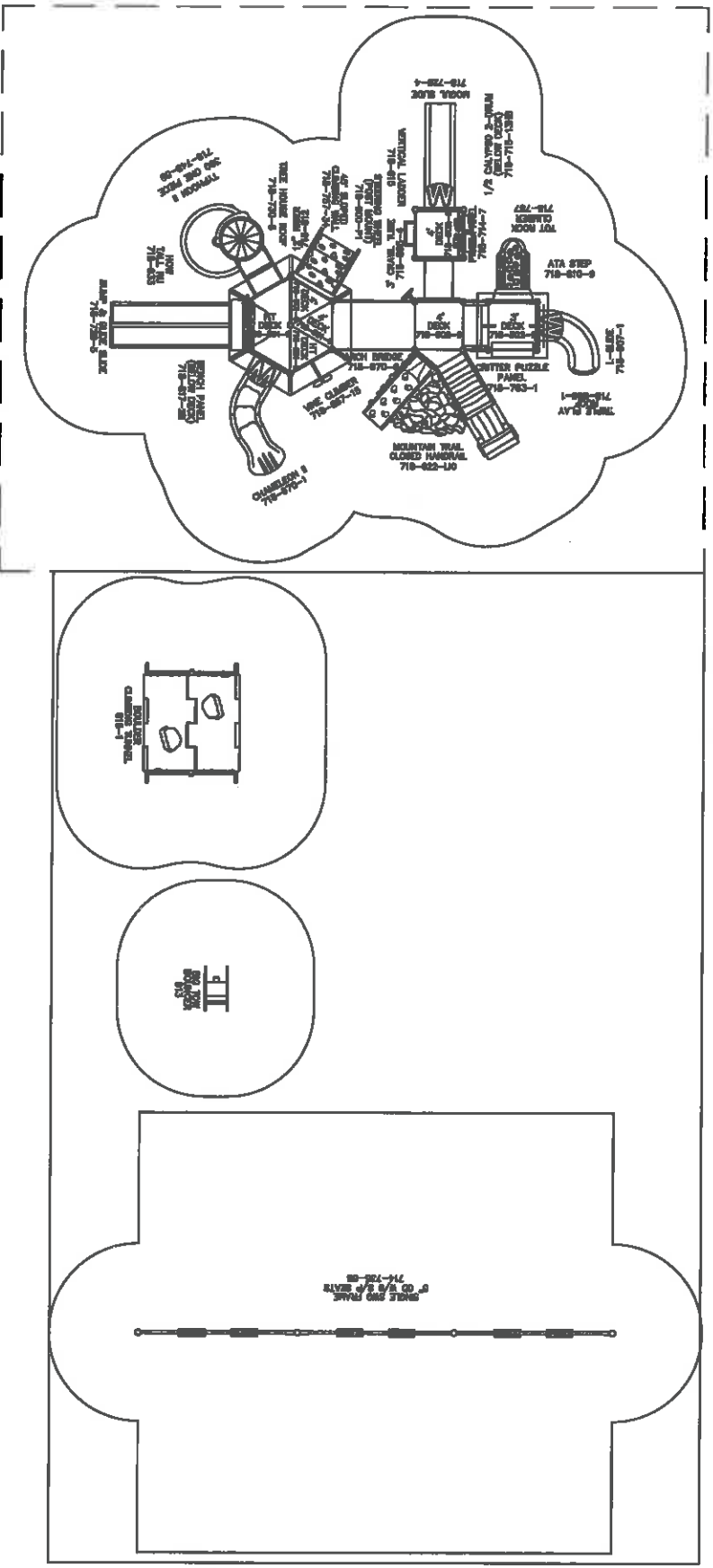
Contractor Signature \_\_\_\_\_

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

Insurance Agency \_\_\_\_\_

Agent Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

# MYAKKA TOT LOT MYAKKA, FLORIDA



Play Area Capacity: 85-95



To provide safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

CD218047-CD218048	✓	COMPLIES TO CPSC	DESIGNED FOR AGES 2-12		SCALE: 1" = 12'-0"
GROUND SPACE: PROTECTIVE AREA: 90' X 38' 113' X 51'	✓	COMPLIES TO ASTM	ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE		DATE: 4/6/2016
	✓	COMPLIES TO ADA	TYPE: 0	QUANTITY: 0	CINDI



Myakka Tot Lot  
Myakka, Florida. CD218047



  
Miracle

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