



**REQUEST FOR QUOTATION #16-1109GE
CODE ENFORCEMENT LOT MOWING AND CLEARING**

DATE ISSUED: FEBRUARY 24, 2016

DUE DATE: MARCH 11, 2016 at 3:00 PM

NOTICE: A non-mandatory information conference is scheduled. Please see Technical Specifications for details.

DESCRIPTION

Manatee County invites your participation in the following Request for Quotes (RFQ). It is the intent of Manatee County to engage a contractor to provide all labor, materials, and equipment necessary to perform lot mowing and lot clearing for properties as directed by Code Enforcement. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General Conditions and Minimum Technical Specifications.

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive request for quotations from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

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Important Note: A prohibition of Lobbying has been enacted. Please review the paragraph on (page 4) carefully to avoid violation and possible sanctions.

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein. Clarification deadline is March 8, 2016 at 3:00pm, with no requests allowed after that time. All clarification requests shall be directed to George Earnest CPPB, at fax (941) 749-3034 or email to george.earnest@mymanatee.org. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

Authorization for Release: 

GENERAL TERMS AND CONDITIONS

QUOTE FORMS

Quotes must be submitted on attached County forms, although additional pages may be attached. Quoters must fully comply with all Quotation Documents, terms, and conditions.

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities.

CLARIFICATION & ADDENDA

Each quoter shall examine the Request for Quote (RFQ) documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotes shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Quotation, the County will attempt to notify all prospective quoters who have secured same, however, it shall be the responsibility of each quoter, prior to submitting their quote, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their quote.

CODE OF ETHICS

With respect to this quote, if any Quoter violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Quoter may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from submitting any future quotes or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a quote will be truthful. If a quoter is determined to be untruthful in its quote or any related presentation, such quoter may be disqualified from further consideration regarding this Request for Quotation.

COLLUSION

By offering a submission to this Request for Quotation, the quoter certifies that the quoter has not divulged, discussed or compared their quote with other quoters, and has not colluded with any other quoter or parties to this quote whatsoever. Also, quoter certifies, and in the case of a joint quote each party thereto certifies as to their own organization, that in connection with this quote:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other quoter or with any competitor;
- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person to submit or not to submit a quote for the purpose of restricting competition;
- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and

COLLUSION (continued)

- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

DISCLOSURE

Upon receipt all inquiries and responses to inquiries related to the Request for Quotation become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Quotes/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers

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 price used in determining award(s).

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted supplier list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a quote, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a quote, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit quotes, proposals, or replies on leases of real property to a public entity; s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list. may not be awarded or perform work as a supplier, 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 Statute [s.287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

IRREVOCABLE OFFER

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

LEGAL NAME

Quotes shall clearly indicate the legal name, address and telephone number of the quoter. Quotes shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the quoter to the submitted quote.

LOBBYING

After the issuance of any Invitation for Bids or Request for Quotation, prospective quoters, proposers or any agent, representative or person acting at the request of such quoter or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Quotations with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Quotations. This prohibition begins with the issuance of any Invitation for Bids, or Request for Quotations, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

MATHEMATICAL ERRORS

Quotes submitted shall be based on the quantities stated on the Quote Form. Quantities shall be used for the comparison of Quotes. Payment to the Supplier will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All quotes shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm> If you have any questions regarding this State service, please contact their office at (850) 487-0915.

MODIFICATION OF QUOTATION DOCUMENTS

If a quoter wishes to recommend changes to the Quotation Documents, the quoter shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the Quotation Documents. The County is not obligated to make any changes to the Quotation Documents. Unless an addendum is issued as outlined in Article A.04, the Quotation Documents shall remain unaltered. **Quoters must fully comply with the Quotation Documents, terms, and conditions.**

QUOTE EXPENSES

All expenses for submitting quotes to the County are to be borne by the quoter.

REGULATIONS

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

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 or add related products/services 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 conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Quotation 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 Quotation. To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the contract 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.

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 bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

END OF GENERAL TERMS AND CONDITIONS

SPECIFIC TERMS AND CONDITIONS

PURPOSE

It is the intent of the County of Manatee to engage multiple Contractors to provide all necessary labor, materials, equipment and supervision to perform lot mowing and lot clearing services on privately owned code violation lots, on an as required basis, in accordance with the specifications located within this Request for Quote. Contractors may quote on lot mowing or lot clearing or both.

SPECIFICATIONS

Contractors must submit quotes strictly in accordance with specifications. No variances or alterations to these specifications shall be allowed without an addendum provided by the County.

QUALIFICATIONS OF THE CONTRACTOR

The Contractor shall have been in this line of business for at least three (3) years in the state of Florida at the same address. The Contractor shall also be certified as per the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35. The Contractor shall supply three (3) references of current similar contracts on the Questionnaire/References form. All quoters must submit with their quote the Questionnaire/References form included herein.

UNSUCCESSFUL SERVICES

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If work is not corrected, or if the Contractor fails to perform any required service within the time frame agreed to, the County reserves the right to obtain the service of an alternate contractor. Deductions of the cost of such substitute will be made from the Contractor's payments. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of a particular project. Repetitive unsatisfactory performance shall result in the termination of the contract.

CANCELLATION

The County reserves the right to terminate a contract by giving 10 days written notice of intention to terminate if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this quote. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases.

Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The Contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County's Representative.

RENEWAL

If not cancelled by the Contractor or the County, the Blanket Purchase Order shall be automatically renewed beyond the first 12-month contract period for four (4) additional twelve (12) month optional periods providing there are no changes of prices, terms or conditions. The total contract period shall not exceed five (5) years unless agreed to by the County and the Contractor under the terms and conditions prevailing at the time of the extension. Prices shall be firm for the first contract year/period. The contract period begins with the issue and acceptance of the Blanket Purchase Order. Written notice of intention not to renew or to request a pricing adjustment must be submitted by the Contractor 90 days prior to the end of the contract period. Should the Contractor choose not to renew the quote, the County reserves the right to terminate the Contract with that Contractor and select the next qualified quoter or solicit a new Request for Quote. In addition, pricing adjustments shall only be considered during this 90 period prior to the contract anniversary.

PAYMENT

Within forty-five (45) days after completion by the Contractor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. This is mandated by Florida State Statute 218.74. Payment invoices must indicate the Purchase Order and Release Order number.

BASIS OF AWARD

Awards will be made to as many as **five** (5) contractors with the lowest, responsive and responsible quote for Lot Mowing. Likewise, awards will be made to as many as **five** (5) contractors with the lowest, responsive and responsible quote for Lot Clearing. Contractors may quote on both groups or only one group, however, contractors must quote all items to be considered responsive for an award. The lowest awarded Contractor shall be considered primary with excess work going down the line of awarded contractors from the lowest quoter to the highest. The distribution of work is based upon the Contractor's performance during the life of the contract and poorly performing contractors should expect to receive less work assignments.

Whenever two or more quotes are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both quotes or neither of these quotes are received 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 legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

END OF SPECIFIC TERMS AND CONDITIONS**MINIMUM TECHNICAL SPECIFICATIONS****SCOPE**

This annual contract provides for the mowing and clearing of privately owned lots of weeds and trash as directed by Manatee County, on an as required basis. The Contractor shall be responsible for the mowable area of the designated lots or parcels of land as directed. The Work shall be completed to the satisfaction of the County in accordance with the requirements stated herein. The Contractor's vehicles must bear the Contractor's logo and all employees should be in a uniform that identifies the Contractor.

INFORMATION CONFERENCE

Interested Contractors are encouraged to attend the non-mandatory information conference to fully inform themselves of the terms, conditions and specifications of this RFQ. The conference will be held at the Manatee County Administration Center, Osprey Meeting Room, 4th Floor, 1112 Manatee Ave. West, Bradenton, FL 34205 at 9:00 AM, March 3, 2016.

WORKING HOURS

All work shall be performed during regular working hours, 8:00 a.m. until 5:00 p.m., Monday through Friday, unless otherwise authorized by the Code Enforcement Chief or his designee. Overtime is NOT permitted and overtime charges shall not be included in the Quoted Price.

SUBCONTRACTORS

There shall be no subcontractors allowed.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect all property from loss arising in connection with the contract. The Contractor shall comply with OSHA, the Florida Department of Commerce Safety Regulations and any local safety regulations.

The Contractor shall at all times so conduct their work as to assure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property, satisfactory to the County. No road or street shall be closed to the public, except with the permission of the County. Fire hydrants on or adjacent to the work shall be kept accessible at all times.

DEFINITIONS

Improved Lots – are properties with improvements (i.e. houses, accessory structures, foundations, etc.).

Unimproved Lots - are properties that have no improvements built on them, (i.e. houses, accessory structures, foundations, etc.)

Mowable Area – all open areas, landscape beds, around the perimeter of structures and around bodies of water (i.e. ponds, lakes, etc.)

Clearing – collection and proper disposal of debris, refuse, garbage, miscellaneous abandoned property and invasive vegetation as determined by the Code Enforcement Chief.

Debris - material which is stored externally, exposed to the elements and is not otherwise enclosed by a roof. This definition includes, but is not limited to, the following: tires, e-scrap (televisions, computers, etc.), indoor furniture; discarded household items; inoperative or discarded machinery, automobiles or appliances; refuse, rubbish, trash or junk; and used, scrap or discarded lumber, pipe, steel, plumbing fixtures, insulation or other building materials.

LOT MOWING REQUIREMENTS

Approximately 400 various size lots are estimated for this annual contract. The exact number of and size of the lots required for the Work under this contract cannot be determined at this time. The annual quantities listed on the Quote Form are estimated based on previous services and are not guaranteed.

1. Manatee County uses a standard of approximately 12 inches high, measured from grade level, and more than 50 percent of the mowable property to be overgrown to be in violation and require service. If the Contractor is requested to mow a property and the property does not appear to meet this standard, the Contractor shall contact Manatee County Code Enforcement to request verification that mowing is still required for that lot.
2. All turf and annual herbaceous vegetation on unimproved property shall be mowed to not more than three (3) inches in height. All unimproved land of an area over three (3) acres shall be mowed to a perimeter to be determined by the Code Enforcement Chief. All improved property shall be mowed, weed wacked, edged, and hard surfaces blown clean. The grass shall be mowed to not more than two (2) inches in height. Lawn clippings shall be bagged and removed from site. The Contractor shall not use a bush hog or similar type mower for improved property if there is a chance that the weight of the equipment will harm the property by creating ruts.
3. All invasive vegetation species (to include but not be limited to Brazilian Peppers, Carrotwood Trees, etc.) found on improved and unimproved lots shall either be removed or cut to grade. The debris from this work shall be removed from the lot and disposed of as trash.

4. Removal of all trash bags, dumped lawn clippings, yard waste and all other objectionable materials. Determination of materials to be removed is to be made by the County. Removal of furniture, vehicles, and structures are not included. The Contractor shall not be required to remove debris in excess of five (5) cubic yards per lot or parcel. Removal of debris shall be a separate charge and at the request of the County.
5. The Contractor is responsible for taking photos before the lot is mowed and after the lot is mowed. Photos shall be sent to Code Enforcement administrative staff, accompanied by the invoice for service.
6. Minimum Equipment Required: The Contractor shall provide all equipment necessary to perform the Work. An equipment list is included on the Quote Response Form and must be completed by the Contractor. Inspection and verification of the equipment available for the work shall be made available upon request. The minimum acceptable (or comparable) equipment, (with the exception of mobile home lots) shall be:
 - a. Minimum ½ ton pick-up truck rated at 8800 pounds with 4-wheel drive,
 - b. Utility trailer, solid bed, 18 inches minimum side panels, rated at five (5) tons for the combined weight of trailer, tractor, and bush hog,
 - c. Farm type tractor- minimum 37 horsepower,
 - d. Five (5) foot Bush Hog or similar type mower,
 - e. Rotary mower or equal with minimum 24 inch cut,
 - f. Mowing equipment (i.e. weed wacker, edger, blower, etc.)
7. It is the Contractor's responsibility to gain access to these parcels by any means necessary. To include but not be limited to placing a temporary culvert, agreement from adjoining property owner, etc.

PERMITS, LICENSES AND REGULATIONS

1. All site supervisors and managers of professional landscape companies shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35, Section 2-35-11.b.
2. All employees of lawn and landscape companies who are not site supervisors, managers or clerical personnel shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35, Section 2-35-11.c.
3. A copy of the Manatee County Code of Law Chapter 2-35 is attached to this quote document as Attachment "D".

ASSIGNMENT OF TASKS BY THE COUNTY

The County will provide each Contractor with a list of lots and parcels to be cleared on an "as required basis". The Contractor has the following time periods to complete the Work after the date the list is provided:

7 days for 1 - 10 lots or parcels

14 days for 11 - 25 lots or parcels

21 days for 25 and over lots or parcels

Time is of the essence for this contract. Any Contractor awarded under this contract shall commence work within 14 calendar days of receipt of the Blanket Purchase Order.

ASSIGNMENT OF TASKS BY THE COUNTY (continued)

If a Contractor arrives at a site that contains more than five (5) cubic yards of debris to be removed prior to mowing, the Contractor shall contact the Code Enforcement Division Chief at 941-748-2071 to obtain written authorization prior to commencing work for that site. **Any Contractor who invoices for debris removal without written authorization shall not be compensated.**

The Contractor shall immediately notify the County's Code Enforcement Administrative Office by telephone or email as the lots are mowed to allow for an officer inspection.

LOT CLEARING REQUIREMENTS**SCOPE OF WORK**

The Contractor shall clear privately owned lots of debris as directed by Manatee County. The Contractor is responsible for removal of all garbage, appliances, wood, concrete, tires, auto parts, trash bags, dumped lawn clippings, yard waste, fallen trees, limbs, paper products, discarded metal, glass, or wood products, furniture and all other objectionable materials on all open areas of the designated lots or parcels of land as directed. The Work shall be completed to the satisfaction of the County in accordance with the requirements stated herein. Services shall be performed on an as required basis.

The average annual tonnage has been 275 tons. In 2013 there were fourteen properties/lots that were cleared under this contract. However, past quantities are in no way a promise of future work. All work under this contract will be on an "as needed basis".

1. The removal of vehicles, hazardous materials, or demolition of structures will not be a part of this contract. Tires are not considered a hazardous material.
2. All debris found within the cleanup area must be hauled and lawfully disposed to an off-site disposal area.
3. The burning of debris will not be allowed on the property.
4. The Contractor shall exercise care as not to damage any building, wall, curb, sidewalk, driveway, or other structure located on or adjacent to the cleanup area. The Contractor shall promptly repair, at its own expense, any damage to property cause by work performed. These repairs shall be to the satisfaction of the County prior to final acceptance of the work.
5. It is the Contractor's responsibility to gain access to the property for performing the required services by any means necessary, such as placing temporary culvert, agreement from adjoining property owner, etc.

ASSIGNMENT OF TASKS BY THE COUNTY

The exact number of lots and size of the lots required for the Work under this contract cannot be determined at this time. At the time of need, the County will provide the Contractor with a written notice of the location of the property to be serviced. The Contractor will have seven (7) calendar days to commence work operations; and shall have seven (7) days to complete the required services unless otherwise agreed to by the County.

PERFORMANCE OF THE WORK

The County will provide the Contractor with a written Release Order, with detailed explanation of services, required and the property location, prior to commencement of any work. The County and the Contractor shall meet at the site upon which the work is to be performed in order to discuss the nature and extent of the work required.

Upon completion of the work, the Contractor shall notify the County to inspect the site for approval of the work performed and to inspect the debris to be hauled prior to disposal. The total weight of the debris removed from the property shall be established by a weight ticket issued by an approved landfill or transfer station. No payment shall be made for the services without the Contractor presenting to the County certified weight ticket from an approved landfill or transfer station.

COMPLETION OF THE WORK

In any case where the Contractor fails to 1) respond to the County's request, verbal or written, for commencement of work within 24 hours of receipt of same, or 2) fails to meet the County representative onsite at the appointed time, or 3) fails to complete the work within the seven days allowed from issuance date of the notice to proceed, 4) or fails to conform to any terms of this contract, the County may assign the work to be performed to any alternate contractor for completion or may also terminate this contract for failure to comply with the contract requirements.

The County may also deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service. The County will make known to the Contractor any deficiencies for correction prior to deducting or withholding for non-conforming work. The Contractor will be afforded the time to correct any deficiencies in the work, at no additional cost to the County, within a reasonable period subject to the discretion of the County, but not longer than 48 hours.

CONTRACT PRICE AND INVOICES

The total weight of the debris removed from the property shall be verified for invoicing purposes by a Manatee County Landfill tipping weight ticket/receipt. Upon completion and approval of the service, the Contractor shall submit an invoice for the total weight of debris removed from the site, rounded to the nearest tonnage, with the weight ticket attached.

The information set forth in the weight ticket shall be subject to verification by the County prior to any payment being made to the Contractor. In the event that the information contained in any weight ticket or invoice submitted does not accurately set forth the amount of debris removed from the property, the County may void said invoice and/or may terminate the contract. The County may also refuse payment, terminate the contract, or seek legal prosecution if it is determined that the Contractor has disposed of debris at an illegal dump site.

END OF MINIMUM TECHNICAL SPECIFICATIONS

QUOTATION RESPONSE FORM LOT MOWING

RFQ#16-1109GE, CODE ENFORCEMENT LOT MOWING AND CLEARING

DATE DUE: March 11, 2016 @ 3:00 pm

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: George Earnest CPPB, Buyer
Email to: george.earnest@mymanatee.org
Or via Fax @ (941) 749-3034

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding submit our quote. We also understand that the pricing list here if firm for the first year of the contract.

Company Name

Phone Number

Address

Fax Number

City, State Zip Code

Email

AUTHORIZED SIGNATURE(S): _____

Printed Name and Title of Signer

LOT MOWING GROUP

ITEM	DESCRIPTION OF LOT SIZE	UNIT COST: Grass Height over 36" (Includes up to 5 cubic yards of trash & debris & 2 tires)	UNIT COST: Grass Height Under 36" (Includes up to 5 cubic yards of trash & debris & 2 tires)	ESTIMATED QUANTITY	EXTENDED COST: Both Unit Costs (over and under 36") multiplied by the Estimated Quantity and added together here.
1	<u>Improved Lots:</u> Mobile Home Lots	\$ _____/Lot	\$ _____/Lot	20 Lots	\$
2	0-6500 Square feet	\$ _____/Lot	\$ _____/Lot	100 Lots	\$
3	6501-20,000 Square Feet	\$ _____/Lot	\$ _____/Lot	150 Lots	\$
4	20,001-43,560 Square Feet	\$ _____/Lot	\$ _____/Lot	50 Lots	\$

5	Per Acre	\$ _____/Acre	\$ _____/Acre	5 Acres	\$
6	Per Lot for Square Feet remaining over a whole acre	\$ _____/Lot	\$ _____/Lot	5 Lots	\$
7	Unimproved Lots 0-6500 Square Feet	\$ _____/Lot	\$ _____/Lot	20 Lots	\$
8	6501-20,000 Square Feet	\$ _____/Lot	\$ _____/Lot	40 Lots	\$
9	20,001-43,560 Square Feet	\$ _____/Lot	\$ _____/Lot	10 Lots	\$
10	Per Acre	\$ _____/Acre	\$ _____/Acre	5 Acres	\$
11	Per Lot for Square Feet remaining over a whole acre	\$ _____/Lot	\$ _____/Lot	5 Lots	\$

Trash Removal - The following prices are not included in the yearly total price above and are to be used on an "as needed basis" per written authorization by the County.

ITEM	DESCRIPTION	UNIT COST	UNIT OF MEASURE	EXTENDED COST
12	Removal of tree, grass & debris	\$	X 1 Lot =	\$
13	Removal of tires	\$	X 1 Lot =	\$
14	Removal of paper, plastic, etc.	\$	X 1 Lot =	\$
Total Quote Price (sum of Extended Cost for items 1 thru 14)			\$	

ITEM	DESCRIPTION	MAKE & MODEL
a	Minimum ½ ton pick-up truck rated at 8800 pounds with 4-wheel drive	
b	Utility trailer, solid bed, 18 inches minimum, rated at five (5) tons for the combined weight of trailer, tractor, and bush hog	
c	Farm type tractor- minimum 37 horsepower	
d	Five (5) foot Bush Hog or similar type	
e	Rotary mower or equal with minimum 24 inch cut	
f	Mowing equipment (weed wacker, edger, blower, etc.)	

The following shall be completed, signed and submitted with this Quotation Form:

Certificate of compliance as per the Manatee County Landscape and Fertilizer Regulation, Manatee County Code of Law Chapter 2-35, Section 2-35-11.b. and c.

Contractor's Questionnaire & References..... Pages 15-16

Public Contracting & Environmental Crimes Attachment "A"

Insurance Requirements Compliance Submittal Attachment "C"

QUOTATION RESPONSE FORM LOT CLEARING

RFQ#16-1109GE, CODE ENFORCEMENT LOT MOWING AND CLEARING

DATE DUE: March 11, 2016 @ 3:00 pm

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: George Earnest CPPB, Buyer
Email to: george.earnest@mymanatee.org
Or via Fax @ (941) 749-3034

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding submit our quote. We also understand that the pricing list here is firm for the first year of the contract.

_____	_____
Company Name	Phone Number
_____	_____
Address	Fax Number
_____	_____
City, State Zip Code	Email

AUTHORIZED SIGNATURE(S): _____

Printed Name and Title of Signer

(Note: Contractor shall be paid for actual weight of debris removed with a minimum charge of one ton.)

TOTAL COST PER TON \$ _____/ton.

The following shall be completed, signed and submitted with this Quotation Form:

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

**RFQ#16-1109GE
CODE ENFORCEMENT LOT MOWING AND CLEARING**

CONTRACTOR'S QUESTIONNAIRE

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

1. Is your firm a registered Florida Business:

Yes _____ No _____ (check one) for _____ continuous years';

Current Florida Business Registration # _____ Expiration: _____

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: _____

**RFQ#16-1109GE
CODE ENFORCEMENT LOT MOWING AND CLEARING**

CONTRACTOR'S REFERENCES

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 6,
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 bidders or prospective bidders 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 and 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 judgment 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]

_____ My commission expires

Notary Public Signature

[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"

STATEMENT OF NO QUOTE

If you do not intend to quote please return this form immediately to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to quote on RFQ No.: 16-1109GE – CODE ENFORCEMENT LOT MOWING AND CLEARING the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

REMARKS:

We understand that if we do not submit a quote and this Statement of No Quote is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "C"

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, 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 Compliance Submittal (mandatory)

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 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 or anyone employed or utilized by the Contractor 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. \$ _____ Per Occurrence <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"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <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 _____