



# MANATEE COUNTY FLORIDA

## REQUEST FOR QUOTATION #14-0724BS

### LANDSCAPE MAINTENANCE – PALM AIRE COMMUNITY

**DATE ISSUED: February 4, 2014**

**DUE DATE: February 24, 2014 at 3:00pm**

Manatee County Government  
Purchasing Division, Suite 803  
1112 Manatee Avenue West  
Bradenton, FL 34205

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Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted shall be in accordance with the General Terms and Conditions, and Specific Terms and Conditions.

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive 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.

#### INFORMATION CONFERENCE

In order to insure that all prospective quoters have sufficient information and understanding of the County's needs, an information conference will be held **Thursday, February 13, 2014 at 9:00am at the Palm Aire Community Library and Activity Center, 7497 West Country Club Drive, Sarasota, Florida 34243**. It shall be the responsibility of all quoters to request any additional clarification of the contents herein. **Clarification deadline is February 13, 2014 at 3:00pm**. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

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

AUTHORIZED TO RELEASE: 

## GENERAL TERMS AND CONDITIONS

### QUOTE FORMS

Quotes shall be submitted on attached County forms, although additional pages may be attached. Quoters shall 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. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Quote Document at least twenty-four (24) hours in advance of either activity.

### AUTHORIZED PRODUCT REPRESENTATION

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

### CLARIFICATION & ADDENDA

Each quoter shall examine all Request for Quote 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 or firm 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
- 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 shall 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.

#### DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Quotation 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.

#### 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.

## INDEMNIFICATION

The successful supplier 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 agreement 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 the 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 award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

## 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 shall 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.

**The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.**

## 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 shall fully comply with the Quotation Documents, terms, and conditions.**

### QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the supplier shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the supplier shall refund to Manatee County any money which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.

### 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 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.

### ROYALTIES AND PATENTS

The supplier shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Supplier shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

### TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); 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.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: GENERAL INFORMATION, GENERAL TERMS AND CONDITIONS, SPECIFIC TERMS AND CONDITIONS, MINIMUM TECHNICAL SPECIFICATIONS OR BASIS OF AWARD, WHICH VARY FROM THE INFORMATION TO QUOTERS SHALL HAVE PRECEDENCE**

### BE GREEN

All vendors/bidders/quoters/proposers (as applicable) 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 the reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

## SPECIFIC TERMS & CONDITIONS

### PURPOSE

It is the intent of Manatee County to establish an annual agreement to procure, a landscape maintenance program and irrigation maintenance along specific roadways and storm water areas in the Palm Aire Community. The “work” includes but is not limited to, mowing, edging, weeding and aquatic control, fertilizing, bush trimming, tree pruning, plants, grass, shrubs, tree, and stump removal, herbicide, and insecticide services, and all major and minor repairs pertaining to the landscape maintenance of the roadway and storm water locations. It is the specific purpose of this quotation to establish an agreement for the required services to secure the cost and availability for procurement from a reliable, experienced vendor to perform these services.

### APPROPRIATION OF FUNDS - INTERNAL

The Manatee County Board of County Commissioners established an Ordinance (02-50) which created municipal service taxing unit for the purpose of maintaining the landscape materials located in specific areas (medians and roadsides) in the Palm Aire Community. Award of this quotation is subject to the appropriation of funds by the Board of County Commissioners.

### BLANKET ORDER

Blanket Purchase Order shall be issued as a result of this Request for Quotation. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County employee will authorize services on a scheduled bases and also unscheduled services - as required.

### PAYMENT

Within forty-five (45) days after completion of services by the Vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices shall indicate both the Blanket Purchase Order number and the Release Order number.

### PRICES

Quoters shall quote each/unit pricing. The prices quoted shall remain firm for the first twelve (12) months and be used for payment and shall be deemed to include payment in full for all transportation, labor, equipment, mileage, fuel, and hazmat charges.

### PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month term. Requested price changes may be adjusted on the anniversary date of award of this agreement provided that upon review by the County of vendor supplied consumer price index statistics for Urban Wage Earners Series ID as provided by the Bureau of Labor Statistics. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the agreement with the vendor and select a second vendor or re-advertise.

### RENEWAL AND TERMINATION

If not cancelled by the Vendor or the County, the awarded Blanket Purchase Order shall be automatically renewed beyond the first 12-month agreement for four (4) additional 12-month periods, not to exceed sixty (60) months provided there are no changes in prices, terms, or conditions.

### REGULATIONS

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

### WARRANTY, MAINTENANCE SERVICE, AND SUPPORT

If any product / service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products / services as requested in this specification, the vendor shall pick up the product or perform additional services at no expense to the County. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor shall be responsible for attorney fees in the Event the Vendor defaults and court action is required.



## MINIMUM TECHNICAL SPECIFICATIONS

### SCOPE OF WORK

Quotations are solicited on behalf of Manatee County for the purpose of establishing an annual agreement with a qualified Vendor to provide a landscape maintenance program and irrigation maintenance along specific roadways and storm water areas in the Palm Aire Community.

Vendor shall furnish all labor, material, equipment, and supervision needed to maintain the landscaping and irrigation including but not limited to mowing, edging, weeding, aquatic control, fertilizing, bush trimming, tree pruning, use of herbicide, insecticide, fungicide, furnishing and installing plants, grass, shrubs and trees, and / or removal of shrubs, trees and stump removal and all major and minor repairs pertaining to landscape maintenance in the Palm Aire Community. The vendor shall also provide irrigation maintenance as required. It shall be the responsibility of the Vendor to verify the type of mowing to be accomplished under these specifications.

In the event the Vendor damages the turf, curbs, or pavement, the Vendor shall be responsible for the repair/or replacement thereof at no cost to the County. This also includes, but is not limited to sign structures, appurtenances, and trees. Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

### ASSIGNMENT OF AGREEMENT

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this agreement or of his right, title, or interest herein, or his power to execute such agreement 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.

### OTHER VENDORS

The successful Vendor shall directly interface with other Vendors who do work or influence areas to be maintained, such as Manatee County Public Works, GTE ground work, FP&L ground and tree work, and other landscaping and irrigation maintenance Vendors.

### CANCELLATION

Any failure of the Vendor to furnish or perform the Work (including commencement of the Work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the agreement, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the vendor persistently fails to perform the Work in accordance with agreement, the County reserves the right to terminate the agreement and select the next qualified quoter or re-advertise this procurement in part or in whole.

It is mutually agreed that any award made as a result of this quotation may be cancelled by the Vendor upon ninety (90) days written notification by Certified mail to the County. However, the County is hereby authorized to procure, in accordance with the prices quoted, any continual services during this ninety (90) day interim.

The County reserves the right to terminate an agreement (or item award) by giving thirty (30) days written notice of intention to terminate if at any time the Vendor fails to abide by or fulfill any of the terms and conditions of the agreement. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

### COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Vendor pursuant to this agreement. This is an agreement with Manatee County, by and through its Board of County Commissioners, which can only be amended by the Board of County Commissioners. Within the term of this Agreement, the County's Contract Manager shall have the authority specifically delegated to him as well as the authority to transmit instructions, receive information, interpret and define the policy of the County and make decisions pertinent to services covered by this Agreement. The County's Contract Manager shall have the right, from time to time, to designate such other employees of Manatee County as he desires to serve in his absence and may delegate to such other all or part of the authority delegated to him herein. The County reserves the right to designate a different CCM, provided that the Vendor is given written notice thereof.

The County Contract Manager shall be assisted by a Palm Aire Community liaison on all matters regarding services. The Palm Aire Community (PAC) liaison shall present recommendations for additional non-scheduled maintenance and improvements within the area covered by this agreement, using available Municipal Service Taxing Unit (MSTU) funding.

The CCM shall give prompt notice to the Vendor whenever the County observes or otherwise becomes aware of any defect in the performance of the work under this Agreement. The CCM shall give careful and reasonable consideration to the findings and recommendations of the Vendor and to respond in a timely manner so as not to unduly delay the Vendor's work.

#### DEFINED AREAS - MAPS

The landscape maintenance program and irrigation maintenance services are designated in the specifications (roadside; medians) and graphically illustrated on the attached maps.

#### DEFINED AREAS - WRITTEN

Palm Aire maintenance areas and detailed written descriptions: (areas for maintenance are broken into two forms):

A) **ROADSIDES** - Areas from county roadsides to sidewalks, walls, berms, hedgerows, or major natural preserve providing physical separation of sub-divisions from the roadway.

1) Acreage and Inventory (Estimated)

a) 17.12 Acre   b) 194 Tree / Palms   c) 75 Shrubs & Plants

2) **Whitfield Avenue** - has a North-South orientation from University Parkway to Country Club Way, and then it bends to an East-West orientation as it extends North of Country Club Way.

(1) South/West roadside beginning approximately 300' North of University Parkway (at South end of Gardens area wall), extending North to East side of Mystic Lane. Maintenance area includes grass, shrubs, beds and trees for approximately 25' to 40' from roadside to walled areas, excluding flower/shrub beds at community entrance ways.

(2) North/East roadside, beginning approximately 300' North of University Parkway to the East side of West Country Club Lane. Roadside has several trees and shrubs between roadside and sidewalk to be maintained.

Maintenance only to be done from roadside to sidewalk and equivalent width for area West of Country Club Lane extending approximately 50' around the corner of each side.

Exclude Mote Ranch entryway from bridge to start of the Country Lakes wall.

3) **Timberlake Drive**

(1) South side beginning 50' east of 60th Street Court East and extending East to the end of the street. Mow and edge South side of street for a width of approximately 25' from road edge.

(2) North side beginning at corner of Whitfield Avenue, East approximately .2 mile to the end, maintain area from roadside to sidewalk.



4) **Garden Drive** - North side only, beginning at Whitfield Avenue going West stopping at Palm West Estate wall (approximately 200' East of Palm Lakes Court.) Maintenance to be done from roadside to sidewalk.

5) **Country Club Way - East of Whitfield**

(1) South side along Eagle Creek Villas wall (only) for approximately .1 mile. Maintenance from roadside to wall and includes several trees.

(2) North side from Whitfield Ave West to end of County Club Way. Maintenance is area from roadside to sidewalk.

6) **Palm Aire Drive – Whitfield Avenue to Timberlake Drive**

(1) Southside of Palm Aire Drive from Whitfield Avenue to the HOA property line on Timberlake Drive.

A) **MEDIANS** - Single and multiple sectioned area containing grass, tree, shrub, and/or plants within a County roadway.

1) Acreage and Inventory (Estimated)

a) 4.92 Acre   b) 165 Tree / Palms   c) 55 Shrubs & Plants

2) **North Country Club Drive** - beginning at corner of Whitfield Avenue .6 miles West, North-Westerly and finally South to the front of four story condominium on East side of road.

In the numerous sub-sections are several and varied kinds of trees, flowers and shrubs, along with planting beds that are within the grassed area (approximately 12' to 15' wide) for maintenance. Area traverses Condo's A, C, and D, and has operational irrigation.

3) **Inverness Drive** - 2 small islands, one kidney and other oval shaped, at the east end of Inverness Drive. There is grass and edging only for maintenance.

4) **Tournament Drive** - East to West orientation extending .4 mile from Lockwood Ridge to intersection of Palm Aire drive and West Country Club Drive. Area has working irrigation, several trees and shrubs are within the approximately 10' wide grassed area for maintenance.

5) **Palm Aire Drive** - beginning at the Tournament Drive intersection going South then East for approximately. 7 mile to corner of Conservatory Drive. Several sub-sections include numerous trees and a few shrubs in a varied 15' wide grassed area to be maintained.

6) **Timberlake Drive** - at the intersection of Palm Aire Drive. An area approximately 10' x 80' contains 4 trees in the grassed area to be maintained.

7) **61st Street East Court** - at the Northern most end of the street, within the Links subdivision, an oval approximately 50' x 250' with numerous trees, shrubs and two "natural" areas within the grassed area shall be maintained.

8) **Garden Drive** - Southside of Rosewood at the gardens "D" shaped area approximately 50' x 80', including small number of shrubs and trees for maintenance.

9) **Medalist Road** - one oval-shaped, curbed median with an east/west orientation approximately 78' x 162' (9919.26 sq. ft.). Area has five (5) Cabbage Palms and two (2) trees within grassed area to be maintained.

## **B) UTILITY LIFTSTATIONS**

- 1) **4525 Glenbrooke Dr. (Roadside)** - Approximately 15' x 30' grassed area with shrub/hedge
- 2) **5213 Inverness Dr. (Roadside)** - Approximately 10' x 20' grassed area with shrub/hedge (Palm Aire 8)
- 3) **5425 Inverness Dr. (Roadside)** - Approximately 10' x 20' grassed area (Palm Aire 7)
- 4) **5530 Country Club Way (Roadside)** - Approximately 20' x 35' grassed area with shrubs (Palm Aire 4)
- 5) **Country Club Way, at "Eagle Creek Condominiums" (Roadside)** - Approximately 30' x 50' grassed area (Palm Aire 5), including shrubs, hedge and trees
- 6) **5702 Doral Drive (Roadside)** - Approximately 20' x 30' grassed area with shrub/hedge (Fairway Six)
- 7) **7173 West Country Club Drive (Median)** - Approximately 20' x 30' with shrub/hedge and grassed area (Palm Aire 6)
- 8) **4720 Tournament Drive (Roadside)** - Approximately 10' x 10' with grassed area with shrub/hedge and trees (Palm Aire 1)
- 9) **5216 Palm Air Drive (Median)** - Approximately 15' x 20' with shrub/hedge and grassed area (Palm Aire 2)
- 10) **Garden Drive and Garden Circle (Roadside)** - Approximately 29' x 20' with shrub/hedge (The Gardens)
- 11) **5801 Whitfield Avenue (Roadside)** - Approximately 10' x 10' grassed area (P.A.C.C.)
- 12) **Misty Oaks Blvd. and Misty Oaks Drive (Roadside)** - Approximately 20' x 20' with shrub/hedge and numerous trees (Timberlake)
- 13) **7901 Broadmoor Pines Blvd. (Roadside)** - Approximately 20' x 20' with shrub/hedge and grassed area (Broadmoor Pines)
- 14) **Golf Pointe Drive and Whitfield Avenue (Roadside)** - Approximately 30' x 30' with numerous trees and grassed area (Palm Aire 9)

## **FORCE MAJEURE**

Neither party shall be considered in default in performance of such obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

## **MATERIAL/SAFETY DATA SHEET**

It shall be the responsibility of the awarded quoter(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

## PERMITS, LICENSES AND REGULATIONS

All permits and licenses necessary for the completion of the work shall be secured and paid for by the vendor. The vendor shall submit evidence of proper certification and licensing for all applicators contracted to apply pesticides or herbicides on municipal property. Applicators contracted to apply fertilizer shall utilize proper nutrient management practices shall be in compliance with all Manatee County Ordinances.

1. All permits and licenses necessary for the completion of the work shall be secured and paid for by the vendor.
2. The vendor shall submit evidence of proper certification and licensing for all applicators contracted to apply pesticides or herbicides on municipal property.
3. Applicators contracted to apply fertilizer shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of laws Chapter 2-35, Section 2-35-11.a.
4. 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.
5. 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.
6. A copy of the Manatee County Code of Law Chapter 2-35 is attached to this bid document as Attachment "D".

## PRICE & TERM

Quoters shall quote unit prices, FOB destination, including all discounts in accordance with unit of quantity indicated on the Quote Form. The prices shall be firm for 12 months and shall include payment in full for all transportation, labor, and equipment used in providing the services as specified.

Non-schedule maintenance (additional services not specified herein) are anticipated but the frequency of need cannot be determined at this time. Quoters are to provide pricing for non-scheduled maintenance, i.e., emergency and non-emergency services, under the same conditions as stated herein.

The County reserves the right to competitively quote non-scheduled services or use the quoted pricing from the successful low quoter on a case by case basis upon evaluation of the circumstances at the time of need.

## PUBLIC CONVENIENCE AND SAFETY

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

The vendor shall at all times 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 sites shall be accessible at all times.

## SCHEDULED MAINTENANCE

### **A) SURFACES, ROADWAYS, SIDEWALKS, & MEDIANS**

- 1) Shall be maintained so that at no time will any build-up of debris or weeds detract from the appearance of or the safe use of these areas. Clippings shall be blown back into the medians and off roadsides after each mowing. Grass clippings from all locations shall not be blown into any drain or sewer grated openings in the roadways.

### **B) AUTHORIZATION FOR CHEMICAL MAINTENANCE ACTIVITIES**

- 1) Prior to the start of any maintenance activities requiring the use of chemical agents such as fertilizers, insecticides, or herbicides, the Vendor shall obtain approval from the CCM for the type, rate of application, method of application, and areas/locations of the proposed application. Because different fertilizers and / or insecticides shall be used at different times of the year based on soil conditions, it shall be the vendors' responsibility to **recommend** the type of fertilizer and / or insecticide to be used at the time of application(s) to the CCM for approval. The CCM will either approve the recommendation, or recommend a different type of fertilizer or insecticide to be used.
- 2) The Vendor shall use only licensed personnel as appropriate to perform all chemical maintenance applications.
- 3) The Vendor shall be responsible for the proper cleaning of all equipment used and the disposal of all empty and partially used containers, cartons, bottles etc., in compliance with all applicable Federal and Florida regulations.

### **C) TURF MAINTENANCE – MECHANICAL**

#### **1) MEDIANS**

- a) **Mowing frequency** - grass shall be cut once per week from March through November and bi-weekly from December through February. Grass will be maintained at a height of 3 1/2 to 4 inches (cut at 3 ½ inches).
- b) **Edging** - will be done at the time of mowing so no grass extends over the edge of the surrounding surface (roads, sidewalks and planting areas).
- c) **Litter control and removal** - shall be performed prior to each mowing. Vendor shall blow off all sidewalks and roadways after each mowing, all grass clippings are to be removed, a minimum of 6 inches, from the base of trees, palms, and shrubs.
- d) **Irrigation System** – the Palm Aire Community Liaison shall be the responsible party to check and inspect the irrigation system. The Palm Air Community Liaison may coordinate with the vendor to be present at the time of inspection. Repairs will be limited to damage caused by the Vendor, and such damage shall be repaired in a manner acceptable to the Palm Aire Community Liaison and CCM solely at the expense of the Vendor.

#### **2) ROADSIDES**

- a) **Mowing frequency** - grass shall be cut once per week from March through November and bi-weekly from December through February. Grass will be maintained at a height of 3 1/2 to 4 inches (cut at 3 ½ inches).
- b) **Edging** - will be done at the time of mowing so no grass extends over the edge of the surrounding surface (roads, sidewalks and planting areas). Because of the unevenness of the road edge on Whitfield Avenue, chemical edging may be necessary.
- c) **Litter control and removal** - shall be performed prior to each mowing and removal of clippings from base of woody plants.

- d) **Irrigation System** - shall be inspected after each mowing to insure the system is working in a safe and aesthetic manner. Repairs will be limited to damage caused by the Vendor, and such damage shall be repaired in a manner acceptable to the Palm Aire Community Liaison and CCM solely at the expense of the Vendor.
- e) Where there is **no sidewalk**, the vendor is responsible for the maintenance of the shrubs. When a sidewalk exists, the vendor shall maintain the shrubs only if the shrubs are between the sidewalk and the County right of way.

#### **D) TURF MAINTENANCE- CHEMICAL**

##### **1) Fertilization**

- a) **Medians** – Soil samples shall be taken to check for Micro and Macro elements, prior to the first application of the year to determine and correct for any deficiencies in the soil content. Soil sample test results are to be provided to the CCM and Palm Aire Community liaison. Fertilizers shall be applied to the turf four (4) times per year.
- b) **Roadsides** - Soil samples shall be taken prior to the first application of the year to determine and correct for any deficiencies in the soil content. Soil sample test results are to be provided to the CCM and the Palm Aire Community liaison. Fertilizers shall be applied to the turf four (4) times per year.

##### **2) Insect Control**

- a) **Medians** – insecticides shall be applied four (4) times per year for the control of pests. Ongoing visual inspection shall be made to correct any problems that may arise between scheduled applications.
- b) **Roadsides** - insecticides shall be applied four (4) times per year for the control of pests. Ongoing visual inspection shall be made to correct any problems that may arise between scheduled applications.
- c) **Note** – Specific infestations shall immediately be controlled as observed on trees and other plant material.

##### **3) Mulching**

- a) **Medians** – Cypress mulch shall be furnished and installed to maintain a three (3) inch depth on the medians at Palm Aire Drive West, Country Club Drive North, Tournament Boulevard, and Whitfield Avenue two (2) times per year to match the existing ground cover. White washed stone, no greater than one and on-half inch (1.5”) diameter shall be furnished and installed to maintain a three (3) inch depth on the medians at County Club Drive North two (2) times per year to match the existing ground cover. No mulch or stone shall be installed on any tree trunks, it shall be installed a minimum of six (6) inches away from the trunk to prevent trunk damage. The CCM and Palm Aire Community liaison may direct additional installations at spot locations as necessary to maintain an acceptable appearance.
- 4) **Weed Control** - All basins around tree and shrub areas shall be maintained weed free. A non-selective post/pre emergent herbicide shall be used. Hand weeding shall be performed as deemed necessary.

#### **E) TREE AND SHRUB MAINTENANCE – MECHANICAL**

- 1) **Palm trees** - shall be pruned, to within 4 inches of frond boot, twice per year and as needed to maintain the health and appearance of the tree as per ANSI 300 standards.
- 2) **Other trees (hardwood and coniferous)** - shall be pruned once per year and as needed to maintain the health and appearance of the tree as per ANSI 300 standards. Also, pruning of occasional limbs may be necessary.
- 3) **Shrubs** - shall be trimmed on a once every other month basis to maintain health, appearance and growth of the plant. Trimming will take into consideration special growing characteristics of the plant, such as pruning after flowering.

- 4) **Note** - Shrubs and trees, when damaged, shall be pruned immediately. Trees, shrubs, ground covers, and/or other installed landscape plants shall be pruned, trimmed, staked, appropriately treated, or replaced if damaged or destroyed. With priority to storm damage, accidents or other incident, to be straightened per ANSI 300 standards and corrected within 48 hours of notification to Vendor.

#### **F) TREE AND SHRUB MAINTENANCE – CHEMICAL**

##### **1) Fertilization**

- a) **Palm Trees** – shall be fertilized three (3) times per year and as needed to sustain the tree, with a palm fertilizer broadcast throughout the root zone.
  - b) **Other trees and shrubs** – shall be fertilized as surrounding turf is done or as needed to sustain the plant with proper formula for trees and shrubs.
- 2) **Insect Control** – on all trees and shrubs shall begin when there is a noticeable and undesirable change in the condition of the plant, or when known insect problems occur.
  - 3) **Weed Control** – weeds and grass shall be controlled within a two foot radius around trees and shrubs for visual control.

#### **G) DITCHES AND SWALES – CHEMICAL**

- 1) Spraying of these areas shall be done with an aquatic herbicide approved by the CCM as needed to eliminate any unwanted visible growth in the areas that retain water. Spraying shall be accomplished when there is growth beyond normal in the bottom of ditches and swales.

#### **H) DITCHES AND SWALES – MECHANICAL**

- 1) Weeds and grass shall be trimmed as required to present a neat appearance and to coincide with the surrounding roadside maintenance.

#### **I) NON-SCHEDULED MAINTENANCE**

- 1) Tree removal and replacement (including stump) and Shrub removal and replacement - Provide all transportation, labor and equipment for the removal and replacement of designated trees and shrubs.
- 2) Turf Replacement - Provide all transportation, labor and equipment for the repair of damaged turf areas including washouts.
- 3) Hand watering - Provide all transportation, labor and equipment for the watering (by hand) of all replacement landscape material.

#### **WORKING HOURS**

All work shall be performed during regular working hours, 8:00 a.m. until dark, Monday through Friday. Saturday and Sunday work may be accomplished, upon prior approval from the County, if weather conditions prevent the work from being completed during regular working hours. Overtime is NOT permitted and overtime charges shall not be included in the Quote Price.

Non-scheduled (emergency and non-emergency) maintenance, depending upon the circumstances, may require work to be performed during the week at non-regular working hours or weekends as may be requested by the County.



## WORK AUTHORIZATION

Scheduled: Each month's Work shall be completed as delineated on the Schedule of Task / Payment Authorization Form resulting from the inspection conducted by the Vendor and County representative. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

Emergency: Work authorization for non-scheduled maintenance for emergency work shall be initiated with a verbal contact (followed by written documentation) by the County representative concerning maintenance requiring immediate clean-up, such as, but not limited to wind damage, rain damage, or debris from storm damage, in order to prevent any inconvenience or hazardous conditions to the general public. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

Non-Emergency: Work authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice from the County representative and prior approval from the Palm Aire Community liason. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the service, and schedule for final performance inspection. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

Authorization Form: For Scheduled, Emergency, and Non-Emergency Work, a copy of the original invoice and the applicable Form shall be provided by the vendor to the County prior to payment for the value of items or services received and accepted on the basis of such work as authorized.

## SITE INSPECTION

To submit a complete quote, quoters shall examine the sites and fully acquaint themselves with all existing conditions of the work to be done in order to familiarize themselves with all precautions to be taken to avoid injury to persons and property. The vendor shall determine, by site investigation, any necessary work not specifically called for, but necessary to satisfactorily complete the work. Signature on Quote Form will attest that the above investigation has been completed.

After agreement award, monthly site visits are required for scheduling the Work and reporting any unusual circumstances as delineated on the Schedule of Task / Payment Authorization Form. The vendor shall prearrange a mutually acceptable date for site inspection with the County's representative for each month's services. The inspection, conducted by the vendor and the County's representative using the Schedule of Task / Payment Authorization Form, including written approval from the Palm Aire liason, shall be used for the County's authorization for payment for the tasks successfully completed.

## SUBCONTRACTORS

It is expected that the vendor shall have in-house capability to provide all the services required by this agreement; however, should the vendor find it necessary to utilize the services of a subcontractor, the vendor shall first obtain the approval of the County. The vendor shall also require each subcontractor to adhere to applicable provisions of this agreement. The utilization of any subcontractor shall not relieve the vendor from any liability or responsibility to the County pursuant to the provisions of this agreement or obligate the County to the payment of any compensation to the subcontractor or additional compensation to the vendor.

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

## BASIS OF AWARD

Quoters are required to quote the entire program, and award will be made to the responsive, responsible quoter having the lowest cost for scheduled maintenance.

**Note:** Award will be made to one quoter contingent upon availability of funds.

Whenever two or more quotes which are equal with respect to price, quality and service are received, a quote 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 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.

### QUOTERS QUALIFICATIONS

To be considered for award, the Vendor shall meet the current definition of a “Local Business” as defined by Purchasing Ordinance 08-43 (Board Policy) and shall have maintained similar complexity of service, a full-time landscaping service for a minimum of three (3) years and shall have sufficient personnel to accomplish the Work. 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.

To respond to service requests within a reasonable time, Vendor’s operation shall be within 100 miles of Bradenton, Florida. For familiarity with the local terrain and climate, Vendor shall have maintained similar complexity of service, a full-time landscaping service within this 100 mile radius for a minimum period of three (3) continuous years, and shall have sufficient personnel to accomplish the Work.

Vendor shall have sufficient, maintained equipment to perform the work specified. Quoter shall attach a listing of all major equipment they will have available for this agreement. Listing shall include a complete description of the equipment, i.e., age, general conditions, maintenance status, etc.

Specific areas of complexity to be responded to (per the attached Questionnaire) are as follows:

1. Medians, non-continuous in nature, approximately 4.92 acres
2. Roadsides, non-continuous in nature, approximately 17.12 acres
3. Palm / tree maintenance, various species, approximately 260
4. Shrubbery and miscellaneous ground cover
5. Chemical treatment of ditches and swale
6. Application of fertilizer, insecticides and herbicide by a state licensed member of the Vendor staff or subcontractor, with written notification to Owner, Manatee County, and County Contract Manager (CCM).
7. Tree trimming to be done by a Certified Arborist with notification in writing to CCM.
8. Wetland mitigation area maintenance and repair, to be done by a licensed aquatic operator, with written approval from CCM.
9. Uniformed staff - describe attire: shirts, pants and shoes
10. Description of equipment to maintain the area, as well as to vehicle / equipment required to transport the maintenance equipment to area (age of equipment, general condition).
11. Name and qualification of supervisor who will be in charge of scheduling and supervising the work.
12. List all your proposed subcontractors for any and all work outlined in this quote, and length of your business relationship.
13. A minimum of two references substantiating the quoter qualifications to respond to this request shall be provided.

**Note:** The employment of unauthorized aliens by any vendor is considered a violation of Section 274(e) of the Immigration and Employment Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

QUOTATION FORM

REQUEST FOR QUOTATION #14-0724

LANDSCAPE MAINTENANCE, PALM AIRE COMMUNITY

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 this Request for Quotation. 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 successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting Vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

**Required Completed Documentation:**

***Quotation Form (pages 17-18), Questionnaire (pages 19-20), local preference (if applicable), Attachment B (pages 25-26), and Attachment C (pages 27-30). Please return documentation, signed, no later than February 24, 2014 at 3:00pm via fax, e-mail or hand carried.***

MANATEE COUNTY PURCHASING  
1112 MANATEE AVENUE WEST, SUITE 803  
BRADENTON, FL 34205  
BONNIE SIETMAN, SENIOR BUYER, PURCHASING DEPARTMENT  
P 941.749.3046 F 941.749.3034  
bonnie.sietman@mymanatee.org

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Signer) DATE: \_\_\_\_\_

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

E-MAIL ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

FEIN #: \_\_\_\_\_

BUSINESS LICENSE NUMBER: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

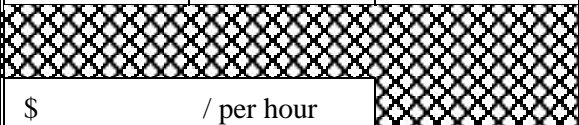
Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

QUOTATION FORM

REQUEST FOR QUOTATION #14-0724BS

LANDSCAPE MAINTENANCE, PALM AIRE COMMUNITY

1	<b><u>SCHEDULED MAINTENANCE</u></b>		<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
	Scheduled Services to be paid on a monthly basis- Weekly services March through November, and bi-weekly services December through February		45 cuts	\$ _____	\$ _____
<b>The following prices shall be used when new locations, not identified in this quote, are to be added during the agreement period; All unit prices shall include labor to perform the required services.</b>					
2	<b><u>TYPE OF SERVICE</u></b>		<b><u>Unit of Measure</u></b>	<b><u>Unit Price</u></b>	
a	Mow, Trim, Edge, Blow, Plant Beds, Tree; for Roadways and Medians		Acre		
b	Whitewash Stone, no greater than 1 1/2" diameter; for Roadways and/or medians (provide and install)		Square Foot		
c	Cypress Mulch; For Roadways and/or Medians (provide and install)		Square Foot		
3	<b>NON-SCHEDULED MAINTENANCE</b> The following prices are not included in the yearly total price above and are to be used on an as needed basis (per work authorization form attached) as authorized by the County Contract Manager. <b>MARK UP</b> - All material prices (trees, plants, sod, plugs, sprinkler materials, etc.) shall be at Vendor's discounted price plus the Vendor's markup percentage of profit: (markup not to exceed 30% of cost): Note - Original material invoice to be submitted with request for payment.		_____ % markup		
	Removal of designated trees and/or stumps, diameter at 4 feet above ground level:		<b><u>DIAMETER TO 12"</u></b>	<b><u>DIAMETER 12" TO 36"</u></b>	<b><u>DIAMETER OVER 36"</u></b>
a.	Cut tree and grind stump 6" below ground level:		\$ _____	\$ _____	\$ _____
b.	Grind stump 6" below ground level:		\$ _____	\$ _____	\$ _____
c.	Cut and remove tree and stump:		\$ _____	\$ _____	\$ _____
d.	Cut and remove tree:		\$ _____	\$ _____	\$ _____
e.	Remove stump:		\$ _____	\$ _____	\$ _____
4	Removal of designated shrubs, diameter at base ground level of plant:		<b><u>DIAMETER TO 3"</u></b>	<b><u>DIAMETER 3" TO 6"</u></b>	<b><u>DIAMETER OVER 6"</u></b>
a.	Complete shrub removal:		\$ _____	\$ _____	\$ _____
b.	Replacement of designated trees, shrubs and repair of damaged turf areas including watering:				
b.	Cost Per hour:				

Note: Services shall commence no more than \_\_\_\_\_ calendar days after receipt of Purchase Order or as notified by the County's representative.

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

REQUEST FOR QUOTATION #14-0724BS

LANDSCAPE MAINTENANCE, PALM AIRE COMMUNITY

**THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTE**

1. Licensed and operating a full-time landscape service within a 100 mile radius of Manatee County for three (3) continuous years: \_\_\_\_\_ Yes \_\_\_\_\_ No (check one)

Current License # \_\_\_\_\_ Expiration: \_\_\_\_\_

COMPANY NAME UNDER WHICH YOU DO BUSINESS:

\_\_\_\_\_

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

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

2. Quoting as an individual: \_\_\_\_; a partnership: \_\_\_\_; a corporation: \_\_\_\_; a joint venture: \_\_\_\_.
3. Quoter's landscaping service is fully equipped and staffed to maintain this agreement as specified herein and has the experience with Florida warm-season turf grass, shrubbery and botanical maintenance, including fertilizer and pesticide management to provide quality services. Respond with the education, experience or certification of your staff.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Number of employees employed by your business: \_\_\_\_\_ Subcontracted: \_\_\_\_\_
5. Name of supervisor (scheduling and supervising work): \_\_\_\_\_
6. Quoter's staff shall be uniformed with shirts with name of vendor displayed, pants, shoes. Uniforms shall be neat and clean in appearance when on the job site. Provide a description of attire:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Have you personally inspected the work locations? Describe any anticipated problems with the sites and your proposed solutions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

REQUEST FOR QUOTATION #14-0724BS

LANDSCAPE MAINTENANCE, PALM AIRE COMMUNITY

**THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTE**

8. List references (within Florida) of your services that are comparable to this agreement specified herein:

1. CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

2. CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

9. Have you ever failed to complete work awarded to you? If so, where and why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Have you ever been under contract with Manatee County? If so, provide contact name and department:

\_\_\_\_\_

11. List all subcontractors and number of years your firm has had a business relationship with them. If you are proposing a new subcontractor, indicate "new." Phone number for each subcontractor and full address are required. (Use additional sheets is applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Name and License # of pesticide applicator: \_\_\_\_\_  
(providing the name and license # also indicates that Vendor is in compliance with Manatee County Code of Laws Chapter 2-35, Section 2-35-11.a.)

13. All equipment required to perform these services shall be well maintained when on job site. Provide a complete description of major equipment i.e., age, general condition, maintenance status, etc. (attach additional sheets)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #14-0724BS

LANDSCAPE MAINTENANCE, PALM AIRE COMMUNITY

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 #14-0724BS, for the following reason(s):

- ☐ Specifications too restrictive
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

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REMARKS:

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Thank you for your input.

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

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

---

(Print or type name and title of above signer)

## MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

### F.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line “Vendor Registration” web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed is a copy of the current Manatee County law that details the County’s Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County’s Web page, you fill out the attached “Affidavit As To Local Business Form” that is included in this section of the quote, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting quotes on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to on line registration: [www.mymanatee.org](http://www.mymanatee.org)

A link to “Purchasing” is listed under the “Quick Links” on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on “Vendor Registration.”

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a “Local Business” changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the quote.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, quote, and proposal opportunities to your

### F.02 Section 2-26-6. Local preference, tie quotes, local business defined.

(a) Whenever a responsible local business quoter and a responsible non-local business quoter are found, upon the opening of quotes, to have both submitted the lowest responsive quote, the quote of the local quoter shall be awarded the contract. Should more than one responsible local business quoter match the responsible non-local business quoter’s lowest responsive quote, or should no responsible local business quoter match the lowest responsive quote but two or more responsible non-local business quoters submit lowest responsive quotes for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any quoters seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the quote announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county’s ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other quoting opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for quotes when the quoter’s location materially affects the provisions of the services or supplies that are required by the invitation.

(c) 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 quote that for at least six (6) months prior to the announcement of the solicitation of quotes 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.

(d) Each solicitation for quotes made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a quote pursuant to a request for quotes, all quoters are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section; F.02 Section 2-26-6. Local preference, tie quotes, local business defined. (Continued)
5. Any quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, a local business shall certify to the County that it:

1. Has not within the five years prior to the quote announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the quote announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

*Ref: Ordinance 09-21 and 09-23 PASSED AND DULY ADOPTED in open session, with a quorum present and voting, on the 17th day of March, 2009.*

MANATEE COUNTY GOVERNMENT - AFFIDAVIT AS TO LOCAL BUSINESS  
(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_ and the duly authorized representative of: [name of business] \_\_\_\_\_, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a quote pursuant to this Request for Quotation, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial] \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial] \_\_\_\_\_

D. Criminal Violations: I certify that within the past five years of the date of this Quote announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] \_\_\_\_ \_

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this quote announcement. [Initial] \_\_\_\_\_

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] \_\_\_\_\_

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary: (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

Attachment "B"

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 quoters or prospective quoters in restraint of freedom of competition, by agreement to quote 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 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 \_\_\_\_\_.

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 "C"  
Insurance and Bonding Requirements

The Vendor 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 Vendor 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 Vendor waive against each other and the County's separate Vendors, 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 Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, 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 the Vendor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a "Severability of Interests" provision.

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 Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor 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 Vendor'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 Vendor 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 Vendor and must be endorsed to provide the same. The Vendor 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 Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. Failure of the Vendor to obtain and maintain proper amounts and types of insurance as called for herein shall constitute a material breach of this agreement by the Vendor.

Should at any time the Vendor 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 Vendor for such coverage(s) purchased. If Vendor 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 Vendor under this Agreement or any other agreement between the County and Vendor. 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 Vendor 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 Vendor 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

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  \$1,000,000 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/Vendor/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/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/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>1,000,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<div style="margin-bottom: 10px;"> <input type="checkbox"/> Watercraft Occurrence \$ _____ Per </div> <div style="margin-bottom: 10px;"> <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 </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence </div> <div style="margin-bottom: 10px;"> <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 </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Pollution Occurrence \$ _____ Per </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Professional Liability 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> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Project Professional Liability \$ _____ Per </div>

Occurrence

☐ 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 Agreement 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. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor 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.

**Vendor'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 \_\_\_\_\_

Vendor Signature \_\_\_\_\_

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

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

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

Manatee County, Florida, Code of Ordinances >> PART II - MANATEE COUNTY CODE OF ORDINANCES >>  
**Chapter 2-35 - LANDSCAPE MAINTENANCE AND FERTILIZER REGULATION >>**

## Chapter 2-35 - LANDSCAPE MAINTENANCE AND FERTILIZER REGULATION

- [Sec. 2-35-1. - Findings of fact.](#)
- [Sec. 2-35-2. - Purpose and intent.](#)
- [Sec. 2-35-3. - Definitions.](#)
- [Sec. 2-35-4. - Applicability.](#)
- [Sec. 2-35-5. - Weather and seasonal restrictions.](#)
- [Sec. 2-35-6. - Fertilizer content and application rate.](#)
- [Sec. 2-35-7. - Impervious surfaces and mode of application.](#)
- [Sec. 2-35-8. - Fertilizer-free zones.](#)
- [Sec. 2-35-9. - Management of grass clippings and vegetative material.](#)
- [Sec. 2-35-10. - Exemptions.](#)
- [Sec. 2-35-11. - Certification and training.](#)
- [Sec. 2-35-12. - Enforcement.](#)
- [Sec. 2-35-13. - Recommendations.](#)
- [Sec. 2-35-14. - Territory embraced.](#)

### Sec. 2-35-1. - Findings of fact.

As a result of adverse impacts to Manatee County waters caused by excessive nutrients resulting from improper landscape maintenance practices and the incorrect or unnecessary application of fertilizers containing phosphorus and/or nitrogen, the Manatee County Board of County Commissioners has determined that the lands and waters of Manatee County are at particularly high risk for adverse effects to surface and ground water from such fertilizer containing phosphorus and/or nitrogen, particularly when not applied in accordance with best management practices established by the Florida Department of Environmental Protection (FDEP), the Florida Department of Agriculture and Consumer Services (DACS), and the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS).

(Ord. No. 11-21, § 1, 5-24-2011)

### Sec. 2-35-2. - Purpose and intent.

This chapter regulates the proper use of fertilizers by any applicator and requires proper training of commercial and institutional fertilizer applicators and landscape maintenance companies by establishing a restricted season for fertilizer application, fertilizer-free zones, low-maintenance zones, exemptions, training, and certification requirements. This chapter requires the use of best management practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers and improper landscape maintenance practices. These secondary and cumulative effects have been observed in and on Manatee County's natural and artificial stormwater and drainage conveyances, rivers, lakes, canals, estuaries, interior freshwater wetlands, and Tampa Bay. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of Manatee County residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and artificial stormwater and drainage conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

(Ord. No. 11-21, § 1, 5-24-2011)

### Sec. 2-35-3. - Definitions.

As used in this chapter, the following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Application* or *apply* means the actual physical deposit of fertilizer to turf or landscape plants.
- (b) *Applicator* means any person who applies fertilizer on turf and/or landscape plants in the county.
- (c) *Approved best management practices (BMP) training program* means a training program approved by the county administrator that includes, at a minimum, the BMPs associated with proper mowing, trimming,

irrigation, and landscape debris management, the most current version of the "Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, December 2008", as updated, and the more stringent requirements set forth in this chapter.

- (d) *Best management practices* or *BMP* mean turf and landscape practices which minimize the negative environmental impacts of installation and maintenance of landscapes.
- (e) *Board* means the board of county commissioners of Manatee County, Florida.
- (f) *Code enforcement officer* or *code inspector* means any designated employee or agent of the county whose duty it is to enforce county codes and ordinances.
- (g) *Commercial fertilizer applicator* means any person who applies fertilizer on turf and/or landscape plants in the county in exchange for money, goods, services, or other valuable consideration.
- (h) *County* means Manatee County, Florida.
- (i) *County administrator* means the county administrator or the county administrator's designee responsible for administration and implementation of the provisions of this chapter.
- (j) *Fertilize, fertilizing, or fertilization* means the act of applying fertilizer to turf, specialized turf, or landscape plants.
- (k) *Fertilizer* means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.
- (l) *Granular* means composed of small grains or particles.
- (m) *Institutional applicator* means any person, other than a noncommercial or commercial applicator, that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners and managers of public lands, schools, parks, religious institutions, utilities, industrial or business sites, and any residential properties maintained in condominium and/or common ownership.
- (n) *Impervious surface* means a surface that has been compacted or covered with a layer of material so that it is highly resistant or prevents infiltration by stormwater. It includes roofed areas and surfaces such as compacted sand, limerock, or clay, as well as conventionally surfaced streets, sidewalks, parking lots, and other similar surfaces.
- (o) *Landscape plant* means any native or exotic tree, shrub, or groundcover (excluding turf).
- (p) *Landscape maintenance* means activities carried out to manage and maintain landscape plants, including, but not limited to, mowing, edging, and trimming.
- (q) *Low-maintenance zone* means an area a minimum of six (6) feet wide adjacent to watercourses which is planted with nonturf grass vegetation and managed in order to minimize the need for fertilization, watering, and mowing.
- (r) *Pasture* means land used for livestock grazing that is managed to provide feed value.
- (s) *Person* means any human being, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.
- (t) *Restricted season* means June 1 through September 30.
- (u) *Site supervisor* means the direct supervisor of landscape maintenance personnel.
- (v) *Slow or controlled release fertilizer* means a fertilizer containing a plant nutrient in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant significantly longer than a referenced rapidly available nutrient fertilizer.
- (w) *Specialized turf* means grass used for athletic fields, golf course practice and play areas, and other similar activities.
- (x) *Specialized turf manager* means a person responsible for fertilizing or directing the fertilization of specialized turf.
- (y) *Surface water* means fresh, brackish, saline or tidal waters, including, but not limited to, bays, rivers, lakes, streams, wetlands, springs, impoundments, as well as canals and other artificial water bodies.
- (z) *Turf, sod, or lawn* means a piece of grass-covered soil held together by the roots of the grass.
- (aa) *Vegetable garden* means an area dedicated to the cultivation of edible plants.

(Ord. No. 11-21, § 1, 5-24-2011)

#### **Sec. 2-35-4. - Applicability.**

This chapter shall be applicable to and shall regulate any and all applicators of fertilizer, areas of application of fertilizer, and landscape maintenance activities within the county, unless such applicator or activity is specifically exempted by the terms of this chapter from the regulatory provisions of this chapter.

(Ord. No. 11-21, § 1, 5-24-2011)

#### **Sec. 2-35-5. - Weather and seasonal restrictions.**

- (a) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during



the restricted season from June 1 through September 30.

- (b) No applicator shall apply fertilizers containing nitrogen and/or phosphorous to turf and/or landscape plants during a period for which the National Weather Service has issued any of the following advisories for any portion of the county: a severe thunderstorm warning or watch, flood warning or watch, tropical storm warning or watch, hurricane warning or watch, or if rain greater than or equal to two (2) inches in a twenty-four-hour period is forecasted.

(Ord. No. 11-21, § 1, 5-24-2011)

#### **Sec. 2-35-6. - Fertilizer content and application rate.**

- (a) Fertilizers shall be applied to turf and/or landscape plants at the lowest recommended rate according to the "Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, December 2008", as updated, with no more than four (4) pounds of nitrogen per one thousand (1,000) square feet applied in any calendar year.
- (b) No fertilizer containing phosphorus shall be applied to turf and/or landscape plants in the county, except where a phosphorous deficiency has been demonstrated in the soil underlying the turf and/or landscape plants by a soil analysis test performed by a State of Florida certified laboratory. Any person who obtains a soil analysis test showing a phosphorous deficiency and who wishes to apply phosphorous to turf and/or landscape plants shall provide a copy of the test results to the county administrator prior to the application of phosphorous.
- (c) Nitrogen fertilizer shall not be applied on newly established turf or new landscape plants for the first thirty (30) days.
- (d) Granular fertilizers containing nitrogen applied to turf and/or landscape plants within the county shall contain no less than fifty (50) per cent slow release nitrogen per guaranteed analysis label.
- (e) Liquid fertilizers containing nitrogen applied to turf and/or landscape plants within the county shall not be applied at a rate that exceeds 0.5 pounds per one thousand (1,000) square feet per application.

(Ord. No. 11-21, § 1, 5-24-2011)

#### **Sec. 2-35-7. - Impervious surfaces and mode of application.**

- (a) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container. Fertilizer shall not be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, drainage conveyances, surface waters, or roadways.
- (b) Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreaders. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

(Ord. No. 11-21, § 1, 5-24-2011)

#### **Sec. 2-35-8. - Fertilizer-free zones.**

Fertilizer shall not be applied within ten (10) feet from the top of bank of any surface water, landward edge of the top of a seawall, designated wetland, or wetland as defined by FDEP (Chapter 62-340, Florida Administrative Code, as may be amended or superseded).

(Ord. No. 11-21, § 1, 5-24-2011)

#### **Sec. 2-35-9. - Management of grass clippings and vegetative material.**

Grass clippings, vegetative material, and/or vegetative debris shall not, either intentionally or accidentally, be washed, swept, blown, or otherwise deposited into stormwater drains, ditches, drainage conveyances, surface waters, or roadways.

(Ord. No. 11-21, § 1, 5-24-2011)

#### **Sec. 2-35-10. - Exemptions.**

The provisions set forth in subsection [2-35-5\(a\)](#) and [section 2-35-6](#) of this chapter shall not apply to the following:

- (a) Golf courses. For all golf courses, the provisions of the FDEP document, entitled "BMPs for the Enhancement of Environmental Quality on Florida Golf Courses, January 2007", as updated, are required and shall be followed when applying fertilizer to golf courses.
- (b) Specialized turf managers are required to follow the provisions of the "Florida Green Industries Best

Management Practices for Protection of Water Resources in Florida, December 2008", as updated, for turf and landscape plants.

- (c) Bona fide farm operations as defined in the Florida Right to Farm Act, Section 823.14, Florida Statutes.
- (d) Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock.
- (e) Vegetable gardens, owned by individual property owners or a community, provided that fertilizer application rates do not exceed UF/IFAS recommendations according to SP103 Florida Vegetable Gardening Guide, December 2008, as updated.
- (f) Yard waste compost, mulches, or other similar materials that are primarily organic in nature and are applied to improve the physical condition of the soil.
- (g) Tree trunk injection fertilization treatments that are performed by a certified arborist.
- (h) Fertilizer made or produced by the county from sewage.

(Ord. No. 11-21, § 1, 5-24-2011)

### **Sec. 2-35-11. - Certification and training.**

- (a) All commercial and institutional applicators within the county shall obtain the limited certification for urban landscape fertilizer application provided for under Section 482.1562, Florida Statutes, within three hundred sixty-five (365) days of adoption of this chapter, or within ninety (90) days of initial employment, whichever occurs later. Applicators are required to keep a copy of such certificate with them during application activities and shall present the certificate to any authorized official of the county, upon request.
- (b) All site supervisors and managers of professional landscape maintenance companies, as well as government and institutional landscape supervisors, shall abide by and successfully complete an approved best management practices training program within five hundred forty-five (545) days of adoption of this chapter. Upon successful completion, a certificate of completion will be provided. Landscape maintenance staff are required to keep a copy of such certificate with them during landscape maintenance activities and shall present the certificate to any authorized official of the county, upon request.
- (c) Employees of lawn and landscape maintenance companies who are not site supervisors, managers or clerical personnel shall also be trained in BMPs through an approved best management practices training program or by the company or a contractor of the company. The training shall also include the more stringent requirements set forth in sections [2-35-3](#) through [2-35-12](#) of this chapter. Training may be provided by a certified site supervisor or manager employed by the company. Training shall be required of all personnel of such companies within five hundred forty-five (545) days of adoption of this chapter, or within ninety (90) days of initial employment, whichever occurs later. Prior to the successful completion of said program, each employee shall work under the direct physical supervision of a certified landscape maintenance employee. Landscape maintenance companies shall maintain written records of compliance with this provision and shall present training records to any authorized official of the county, upon request. Certifications issued to employees of lawn and landscape maintenance companies by other Florida counties and cities with equivalent approved best management practices training program requirements will be recognized by the county as meeting the certification and training requirements of this subsection.
- (d) All commercial and institutional applicators, site supervisors and managers of professional landscape maintenance companies, government and institutional landscape supervisors, and any employee of a lawn and landscape maintenance company shall abide by best management practices for which they have been trained or certified, as well as the provisions of this chapter.
- (e) A vehicle decal issued by the county indicating that the company is in compliance with the training and certification requirements of this section shall be affixed and maintained on the exterior of all vehicles and/or trailers used by the company in connection with landscape maintenance activities and/or the application of fertilizer within the area regulated by this chapter. The vehicle and trailer decals shall be provided by the county upon submittal of demonstration of compliance by the company with the certification and training requirements of this section.

(Ord. No. 11-21, § 1, 5-24-2011)

### **Sec. 2-35-12. - Enforcement.**

- (a) Violations of this chapter may be prosecuted and punished as provided in Section 125.69, Florida Statutes. Each day any violation exists shall constitute a separate offense.
- (b) This chapter may be enforced in accordance with Chapter 162, Florida Statutes, and section 2-2-25 of the Manatee County Code of Ordinances.
- (c) Notwithstanding any other provision of this chapter, the county may also enforce this chapter by actions at law or in equity for damages and injunctive relief. In the event the county prevails in any such action, the county shall be entitled to an award of costs and attorney's fees.

(Ord. No. 11-21, § 1, 5-24-2011)

### **Sec. 2-35-13. - Recommendations.**

A voluntary six-foot low-maintenance, no-mow zone is recommended from those areas described as fertilizer-free zones in [section 2-35-8](#) in order to reduce the potential for fertilizer residue entering adjacent water bodies and wetlands. A swale/berm system is recommended for installation at the landward edge of this low-maintenance zone to capture and filter runoff. No vegetative material shall be deposited or left remaining in the low-maintenance zone or in the water body or wetland. Care should be taken to prevent the overspray of aquatic weed products in the low-maintenance zone.

- (b) It is recommended that the application of fertilizer for properties using reclaimed water service be reduced in accordance with the nutrient level contained in the reclaimed water. This information is available from the county administrator.
- (c) The county recommends the establishment of training programs using Spanish-speaking certified BMP trainers.
- (d) The county recommends that private homeowners become familiar with and utilize the recommendations of the UF/IFAS Florida Yards and Neighborhoods program when applying fertilizer.

(Ord. No. 11-21, § 1, 5-24-2011)

#### **Sec. 2-35-14. - Territory embraced.**

The provisions of this chapter shall embrace all territories within the legal boundaries of Manatee County, Florida, including incorporated and unincorporated areas, unless in conflict with or repealed by a municipal ordinance. In the event of such conflict or repeal, this chapter shall not be effective within the municipality.

(Ord. No. 11-21, § 1, 5-24-2011)







[illegible]



DATE: \_\_\_\_\_

**SCHEDULE OF TASK FORM  
PALM AIRE COMMUNITY LANDSCAPE MAINTENANCE PROGRAM  
BILLING**

SCHEDULING AND REPORTING		TURF MAINTENANCE MECHANICAL DATE COMPLETED					TURF MAINTENANCE CHEMICAL DATE COMPLETED				TREES & SHRUBS NOTE DATE COMPLETED					IRRIGATION REPAIRS		
MAINTENANCE AREAS:		M o w i n g  C n e	M o w i n g  T w o	M o w i n g  T h r e e	E d g i n g	T r i m m i n g  H e m o v a l	F e r t i l i z a t i o n	I n s e c t  C o n t r o l	H e r b i c i d e	F u n g i c i d e	P r u n i n g	S h r u b  T r i m m i n g	M u l c h i n g	H a n d  W e e d i n g	F e r t i l i z a t i o n	P a r t s	L a b o r	D a t e

FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS TO BE PERFORMED

<b>ROADSIDE:</b>																	
Whitfield - University to Mystic Lane																	
Whitfield - University Parkway to W. Country Club Way																	
Timberlake Drive East to end of Street																	
Garden Drive																	
Country Clubway (East) From Whitfield Ave to end																	
Country Clubway (West) From Whitfield to S. side of Preserve wall																	
<b>MEDIANS:</b>																	
North Country Club Drive																	
Inverness Drive																	
Tournament Drive																	
Palm Aire Drive																	
Timberlake Drive																	
61st East Court																	
Garden Drive: South Side																	
Medalist Road																	
<b>LIFTSTATIONS:</b>																	
4525 Glenbrooke Dr (roadside) approx 15'X30' w/ shrubs/hedge & grassed																	
5213 Inverness Dr (roadside) approx 10'X20' grassed area w/shrubs Palm																	
5425 Inverness Dr. (roadside) approx 10'X20' grassed area Palm Aire 7																	
5530 Country Club Way (roadside) approx 20'X35' shrubs & grassed area																	
Country Club Way @ Eagle Creek Conds (roadside) Approx 30'X50'																	
5702 Doral Dr (roadside) approx 20'X30' with shrubs/hedge Fairway																	
7173 West Country Club Dr (Median) approx 20'X20' with																	
4720 Tournament Dr(roadside) approx 10'X10' grassed area with																	
5216 Palm Aire Dr(median) approx 15'X20' withshrubs/hedge/grassed																	
Garden Dr and Garden Circle (roadside) approx 29'X20' with																	
5801 Whitfield Ave (roadside) approx 10'X10' with grassed area (P.A.C.C.)																	
Misty Oaks Blvd & Misty Oaks Dr (roadside) approx 20'X20' with																	
7901 Broadmoor Pines Blvd (roadside) approx 20'X20' with																	
Golf Pointe Dr & Whitfield Ave(roadside) approx 30'X30' with																	

Cost/Comments:

VENDOR: \_\_\_\_\_

SIGNATURE/DATE: \_\_\_\_\_

VENDOR: \_\_\_\_\_

SIGNATURE/DATE: \_\_\_\_\_

MANATEE COUNTY COMMENTS INSPECTION:

SERVICES APPROVED: \_\_\_\_\_

SIGNATURE/DATE: \_\_\_\_\_

**PALM AIRE COMMUNITY LANDSCAPE MAINTENANCE PROGRAM  
NONSCHEDULED MAINTENANCE AUTHORIZATION FORM**

Purchase Order # \_\_\_\_\_

DESCRIPTION OF EACH TASK TO BE PERFORMED

LOCATION

(1) _____	_____
(2) _____	_____
(3) _____	_____
(4) _____	_____
(5) _____	_____
_____	_____
_____	_____
_____	_____

TASK	LABOR COST (ACCORDING TO BID PRICES)	MATERIAL COST INCLUDING CONTRACTOR'S MARK UP	TOTAL
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL COST TO PROVIDE ABOVE SERVICES:

\_\_\_\_\_

PROJECTED START DATE: \_\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_\_

\*SUBMITTED BY: \_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_

\*PALM AIRE COMMUNITY REPRESENTATIVE APPROVAL

\_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_

\*MANATEE COUNTY CONTRACT MANAGER APPROVAL

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\_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_

\*CONTRACTOR'S COMPLETED TASK APPROVAL

\_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_

\*PALM AIRE COMMUNITY REPRESENTATIVE'S COMPLETION APPROVAL  
AND AUTHORIZATION FOR PAYMENT

\_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_

\*MANATEE COUNTY CONTRACT MANAGER'S AUTHORIZATION FOR PAYMENT

**\*SIGN / PRINT NAME IN ALL ABOVE APPLICABLE SPACES:**