

MANATEE COUNTY GOVERNMENT

INVITATION FOR BIDS (IFB) #09-0820CD

PALM AIRE COMMUNITY LANDSCAPING

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive sealed bids 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 bidders have sufficient information and understanding of the County's needs, an information conference will be held:

Thursday, January 29, 2009 at 9:00 AM

at the Palm Aire Community Library and Activity Center, 7497 West Country Club Drive, Sarasota, Florida 34243.

TIME AND DATE DUE: **Tuesday, February 10, 2009 at 1:00 PM**

CONTENTS OF THIS INVITATION FOR BIDS:

A.	Information to Bidders	Pages 2 - 8
B.	General Terms & Conditions	Pages 9 - 10
C.	Specific Terms & Conditions	Pages 11 - 15
D.	Specifications	Pages 16 - 24
E.	Basis of Award	Pages 25 - 26
F.	Bid Form	Pages 27 - 28
	Questionnaire	Pages 29 - 31
	Palm Aire Community Map	2 pages
	Work Authorization Forms	2 pages
	Statement of No Bid	Attachment A
	Drug Free Work Place Form	Attachment B
	Public Contracting and Environmental Crime Form	Attachment C

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.20 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:

CHRIS DALEY, CPPB- SENIOR BUYER

Phone (941) 749-3048 - Fax (941) 749-3034

AUTHORIZED TO RELEASE: 

INFORMATION TO BIDDERSA.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and **on the County's document distribution service** at <http://www.demandstar.com>.

Electronic copies of Bid or Proposal documents may be requested at no cost per Florida Statute 119.01 (2) (e). These files in PDF format may be obtained by calling the person or persons identified to contact on page one.

A fee may be charged for creating a CD recording or a printed copy of the documents requested. Cost Details shall be provided when you specify the format.

The **documents are available in a portable document format (.PDF) files** which you may view and print using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Onvia **DemandStar** provides direct electronic distribution of email/fax notices of the agency's formal bid or proposal opportunities, at no charge. The distribution lists provided by this service are supplemented by the County.

Vendors may choose to download individual documents from DemandStar for a download fee posted on that services website. Vendors may contact DemandStar regarding an agency level subscription option that allows vendors to download bid documents and transact business with any one (1) agency for free. If a vendor chooses to increase the number of agencies beyond their single agency, subscription fees based on the level of service chosen will apply.

Documents may be purchased from Onvia DemandStar. The cost for copies of documents purchased from Onvia DemandStar is established per document and the cost information is published as part of the specific Proposal detail, subsection "Pre Bid Conference" on the Onvia DemandStar web pages.

Award Document/Recommendations appear on the Onvia DemandStar web page.

Notices of Source Selections appear on the Onvia DemandStar web page and the County's web page (Financial Management – Purchasing Division).

A.02 BID INFORMATION AND BID DOCUMENTS (Continued)

Onvia DemandStar may be directly contacted at <http://demandstar.com>, or by calling 800-331-5537, if you have any questions.

IMPORTANT NOTE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLANHOLDER" DISTRIBUTION SYSTEM

IF YOU OBTAIN A COPY OF THIS BID OR PROPOSAL DOCUMENT FROM OTHER THAN REGISTERING WITH ONVIA DEMANDSTAR WEB SERVICE FOR THIS SPECIFIC PROPOSAL – YOU SHALL NOT RECEIVE AUTOMATED NOTIFICATIONS OF ADDENDA.

IT IS THE RESPONSIBILITY OF EACH BIDDER OR PROPOSER, PRIOR TO SUBMITTING THEIR BID OR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID OR PROPOSAL.

Please contact the individual named on the first page of this bid or proposal document, if you have questions on this instruction.

A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.04 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids 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 Invitation for Bids 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 Invitation for Bids, the County will BROADCAST THE ADDENDA ON ONVIA DEMANDSTAR TO "PLANHOLDERS" IDENTIFIED ON THIS WEB SERVICE, however, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.05 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #09-0820CD –Palm Aire Community Landscaping" with your company name. Address package to:

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

A.06 LEGAL NAME

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

A.07 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

A.08 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid 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 bids have been duly accepted by the County.

A.09 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid 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 each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsive bidder shall mean that bidder who makes the lowest bid 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 specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder 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 bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.10 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.11 CODE OF ETHICS

With respect to this bid, if any Bidder 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 Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.12 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- 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 bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

A.12 COLLUSION (Continued)

- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid 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 bidder for purpose of doing business.

A.13 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid specifications, terms and conditions.** 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.

A.14 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

A.15 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. **51-02-027548-53C**); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

A.16 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.17 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, 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 specifications, 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.

A.18 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued as outlined in paragraph A.04, six calendar days prior to the opening date of this bid, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.19 AMERICANS WITH 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 Bid document at least twenty four (24) hours in advance of either activity.

A.20 LOBBYING

After the issuance of any Request for Proposals or Invitation for Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. 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 the Purchasing Office, in writing.

A.21 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, 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 Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.23 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

A.24 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 vendors 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 bids 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.

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

GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions herein.

B.02 AUTHORIZED PRODUCT REPRESENTATION

The vendor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The vendor'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.

B.03 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 bid, the vendor 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 vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.04 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Vendor 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.

B.05 INDEMNIFICATION

The successful vendor 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.

B.06 REGULATIONS

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

B.07 MANUALS, SCHEMATICS, HANDBOOKS

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

SPECIFIC TERMS & CONDITIONS

C.01 PURPOSE

It is the intent of the County of Manatee to enter into an annual contract to maintain the landscaping and irrigation along various roadways and storm water areas in the Palm Aire Community. The Work includes, but is not limited to, mowing, edging, weed 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 at the roadway and stormwater locations. It is the specific purpose of this bid to establish an annual contract for the required services and to secure the cost and a reliable, experienced vendor to perform these services.

The Manatee County Board of County Commissioners established an Ordinance (02-50) which created a 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 bid is subject to the appropriation of funds by the Board of County Commissioners.

C.02 DEFINED AREAS

The landscape maintenance program is to be engaged in the areas designated in the specifications (roadside; medians) and graphically presented on the attached map.

C.03 ASSIGNMENT OF CONTRACT

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

C.04 FORCE MAJEURE

Neither party shall be considered in default in performance of its 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, accident, fire, flood, wind, earthquake, lack of or failure of transportation 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 item C.03, is beyond the control and without the fault or negligence of the party seeking relief.

C.05 PRICES & TERM

Bidders shall bid unit prices, F.O.B. destination, including all discounts in accordance with unit of quantity indicated on Bid Form. The prices bid shall be firm for a period of one year and shall include payment in full for all transportation, labor, and equipment used in providing the services as specified herein.

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

C.05 PRICES & TERM (Continued)

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

C.06 PAYMENT

Payment will be made by the County on a monthly basis, within 45 days after services have been rendered, accepted, and an approved Schedule of Tasks / Payment Authorization Form has been submitted with an invoice. Invoices must reference the Purchase Order number and shall have a listing of the dates and location of mowing sites for which payment is requested.

Non-Scheduled maintenance: An approved Non-Scheduled Authorization Form shall be submitted with an invoice to initiate payment request in accordance with above.

C.07 RENEWAL

If not cancelled by the Vendor or the County, **this contract shall be automatically extended/renewed** beyond the first 12 month contract period for additional 12 month periods not to exceed **a total contract duration of 60 months** providing there are no changes of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

C.08 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Consumer Price Index for Urban Wage Earners Series ID CWUSA321SA0, as provided by the Bureau of Labor Statistics. The base index shall be the index effective on the date of Award. The index used for each successive renewal period shall be the effective index on the date of renewal.

The maximum acceptable increase for any renewal term shall be the percentage calculated in accordance with the method described in the Consumers Price Index from the Bureau of Labor Statistics.

The example below illustrates the method by which Pricing shall be adjusted:

INDEX POINT CHANGE	
Commodity X Index	115.2 (Renewal Index)
Commodity X Index	<u>112.8</u> (Base Index or previous Index)
Equals Index Point Change	2.4 Index Point Change

INDEX PERCENT CHANGE	
Index Point Change from above	2.4
Divided by Base Index (or previous Index)	112.8
Equals	0.0213 or 2.13 Percent

C.09 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including commencement of the Work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the contract, 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 the contract, the County reserves the right to terminate the contract and select the next qualified bidder or readvertise this procurement in part or in whole.

It is mutually agreed that any award made as a result of this bid may be canceled by the Vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to procure, in accordance with the prices bid, continual services during this 90 day interim.

The County reserves the right to terminate a contract (or item award) by giving 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 contract.

C.10 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the awarded bidder(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.

C.11 INSURANCE

The vendor will not commence work under a contract until the vendor has obtained all insurance under this section and such insurance coverage as might be required by the County. The vendor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Policy.

Part Two - The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

\$100,000	(Each Accident)
\$300,000	(Disease-Policy Limit)
\$100,000	(Disease-Each Employee)

b. Commercial General Liability - The limits are to be applicable only to work performed under this contract and provided with the attachment of the Amendment of the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03):

Products/Completed Operations Aggregate	\$300,000
Personal and Advertising Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage (Any one fire)	\$NIL
Medical Expense (Any one person)	\$NIL

C.11 INSURANCE (Continued)c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000
Annual Aggregate (If Applicable)	Three times each occurrence limit.

d. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The successful vendor shall name Manatee County as additional insured in items b. and d. of the required policies.

If the initial insurance expires prior to the completion of operations and/or services by the vendor, renewal certificates of insurance and required copies of policies shall be furnished by the vendor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, materialmen or employees.

C.12 OTHER CONTRACTORS

The successful Contractor shall directly interface with other contractors 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 contractors

C.13 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor 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 Contractor is given written notice thereof.

C.13 COUNTY CONTRACT MANAGER (Continued)

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 Contractor 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 Contractor and to respond in a timely manner so as not to unduly delay the Contractor's work.

MINIMUM TECHNICAL SPECIFICATIONSD.01 SCOPE OF WORK

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) shrub, tree and stump removal and all major and minor repairs pertaining to landscape maintenance in the Palm Aire Community. It shall be the responsibility of the Contractor to verify the type of mowing to be accomplished under these specifications.

In the event the Contractor damages the turf, curbs, or pavement, the Contractor 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.

D.02 SITE INSPECTION

To submit a complete bid, bidders 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 Bid Form will attest that the above investigation has been completed.

After contract 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.

D.03 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.

D.04 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 Bid 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.

D.05 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.

D.06 SUBCONTRACTORS

It is expected that the vendor shall have in-house capability to provide all the services required by this contract; 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 contract. The utilization of any subcontractor shall not relieve the vendor from any liability or responsibility to the County pursuant to the provisions of this contract 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.

D.07 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 contract. The vendor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations.

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

D.08 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.

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 Contractor shall obtain approval from the CCM for the type, rate of application, method of application, and areas/locations of the proposed application.
- 2) The Contractor shall use only licensed personnel as appropriate to the chemical being used to perform all chemical maintenance activities.
- 3) The Contractor shall be responsible for the proper cleaning of all equipment used and the disposal of all empty and partially used containers 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 1/2 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. Contractor 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.08 SCHEDULED MAINTENANCE (Continued)**C) Turf Maintenance- Mechanical (Continued)**

- 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 Contractor, and such damage shall be repaired in a manner acceptable to the Palm Aire Community Liaison and CCM solely at the expense of the Contractor.

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 1/2 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 Contractor, and such damage shall be repaired in a manner acceptable to the Palm Aire Community Liaison and CCM solely at the expense of the Contractor.

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.

D.08 SCHEDULED MAINTENANCE (Continued)**D) Turf Maintenance – Chemical (Continued)**

- 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.

1) **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 three (3) months. No mulch will be installed on the tree trunk, 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.
- 2) **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 contractor.

D.08 SCHEDULED MAINTENANCE (Continued)**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 will be trimmed as required to present a neat appearance. To coincide with the surrounding roadside maintenance.

D.09 NON-SCHEDULED MAINTENANCE

- 1) Tree (including stump) and Shrub 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.

D.10 DEFINED AREAS

Palm Aire maintenance areas and detailed 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 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 Country 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.

D.10 DEFINED AREAS (Continued)

B) 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 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 to 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.

D.10 DEFINED AREAS (Continued)**C) UTILITY LIFTSTATIONS**

- 1) **4525 Glenbrooke Dr. (Roadside)** - Approximately 15' x 30' with shrub/hedge and grassed area.
- 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' shrubs and grassed area (Palm Aire 4).
- 5) **Country Club Way, at "Eagle Creek Condominiums" (Roadside)** - Approximately 30' x 50' grassed area (Palm Aire 5), including new shrubs, hedge and trees.
- 6) **5702 Doral Dr. (Roadside)** - Approximately 20' x 30' with shrub/hedge ((Fairway Six).
- 7) **7173 West Country Club Dr. (Median)** - Approximately 20' x 30' with shrub/hedge and grassed area (Palm Aire 6).
- 8) **4720 Tournament Dr. (Roadside)** - Approximately 10' x 10' with grassed area with shrub/hedge and trees (Palm Aire 1).
- 9) **5216 Palm Air Dr. (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 Ave. (Roadside)** - Approximately 10' x 10' with 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 Ave. (Roadside)** Approximately 30' x 30' with numerous trees and grassed area (Palm Aire 9).

BASIS OF AWARDE.01 BASIS OF AWARD

Bidders are required to bid the entire program, and award will be made to the most responsive, responsible bidder having the lowest cost for scheduled maintenance.

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

Whenever two or more bids which are equal with respect to price, quality and service are received, a bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids 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.

E.02 BIDDERS QUALIFICATIONS

To respond to service requests within a reasonable time, contractor's operation shall be within 100 miles of Bradenton, Florida. For familiarity with the local terrain and climate, contractor 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 must have sufficient, maintained equipment to perform the work specified. Bidder shall attach a listing of all major equipment they will have available for this contract. 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 174 trees.
4. Shrubbery and miscellaneous ground cover.
5. Chemical treatment of ditches and swales.
6. Application of fertilizer, insecticides and herbicide by a state licensed member of the Contractor 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 bring 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.

E.02 BIDDERS QUALIFICATIONS (Continued)

12. List all your proposed subcontractors for any and all work outlined in this bid, and length of your business relationship.
13. A minimum of two references substantiating the bidder qualifications to respond to this request must 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.

BID FORM
(Submit in Triplicate)

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

RE: IFB #09-0820CD- PALM AIRE COMMUNITY LANDSCAPING

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

We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. 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.

Note: Services shall commence no more than _____ calendar days after receipt of Purchase Order or as notified by the County's representative. (Not to exceed 10 days to commence.)

By signature below, vendor attests that he/she has investigated the sites and submits their bid with full knowledge of the requirements to satisfactorily complete the work specified herein.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer)

DATE: _____

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

FEIN NO.: _____

Acknowledge Addendum No. ____ Dated: _____
 Acknowledge Addendum No. ____ Dated: _____
 Acknowledge Addendum No. ____ Dated: _____

BID FORM
 (Submit in Triplicate)
RE: PALM AIRE COMMUNITY LANDSCAPING

1	SCHEDULED MAINTENANCE	Quantity	Unit Price	Extended Price
	Scheduled Services to be paid on a monthly basis- Weekly services March thru November, and bi-weekly services December thru February	45 cuts	\$ _____	\$ _____
2	NON-SCHEDULED MAINTENANCE 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. MARK UP - All material prices (trees, plants, sod, plugs, sprinkler materials, etc.) shall be at vendor's discounted price plus the Contractor's markup percentage of profit: (markup not to exceed 30% of cost): Note - Original material invoice to be submitted with request for payment.	% _____ / percent markup		
	Removal of designated trees and/or stumps, diameter at 4 feet above ground level:	DIAMETER TO 12"	DIAMETER 12" TO 36"	DIAMETER OVER 36"
	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:	\$ _____	\$ _____	\$ _____
3	Removal of designated shrubs, diameter at base ground level of plant	DIAMETER TO 3"	DIAMETER 3" TO 6"	DIAMETER OVER 6"
	a. Complete shrub removal:	\$ _____	\$ _____	\$ _____
	Replacement of designated trees, shrubs and repair of damaged turf areas including watering:			
	b. Cost Per hour:	\$ _____	/ per hour	

QUESTIONNAIRE**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

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. Bidding as an individual: ___; a partnership: ___; a corporation: ___; a joint venture: ___.

3. Bidder's landscaping service is fully equipped and staffed to maintain this contract 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.

Response: _____

4. Number of employees employed by your business: _____ Subcontracted: _____

5. Name of supervisor (scheduling and supervising work): _____

6. Bidder'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:

Response: _____

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

8. List references (within Florida) of your services that are comparable to this contract 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 in contract with Manatee County? If so, name contact 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).

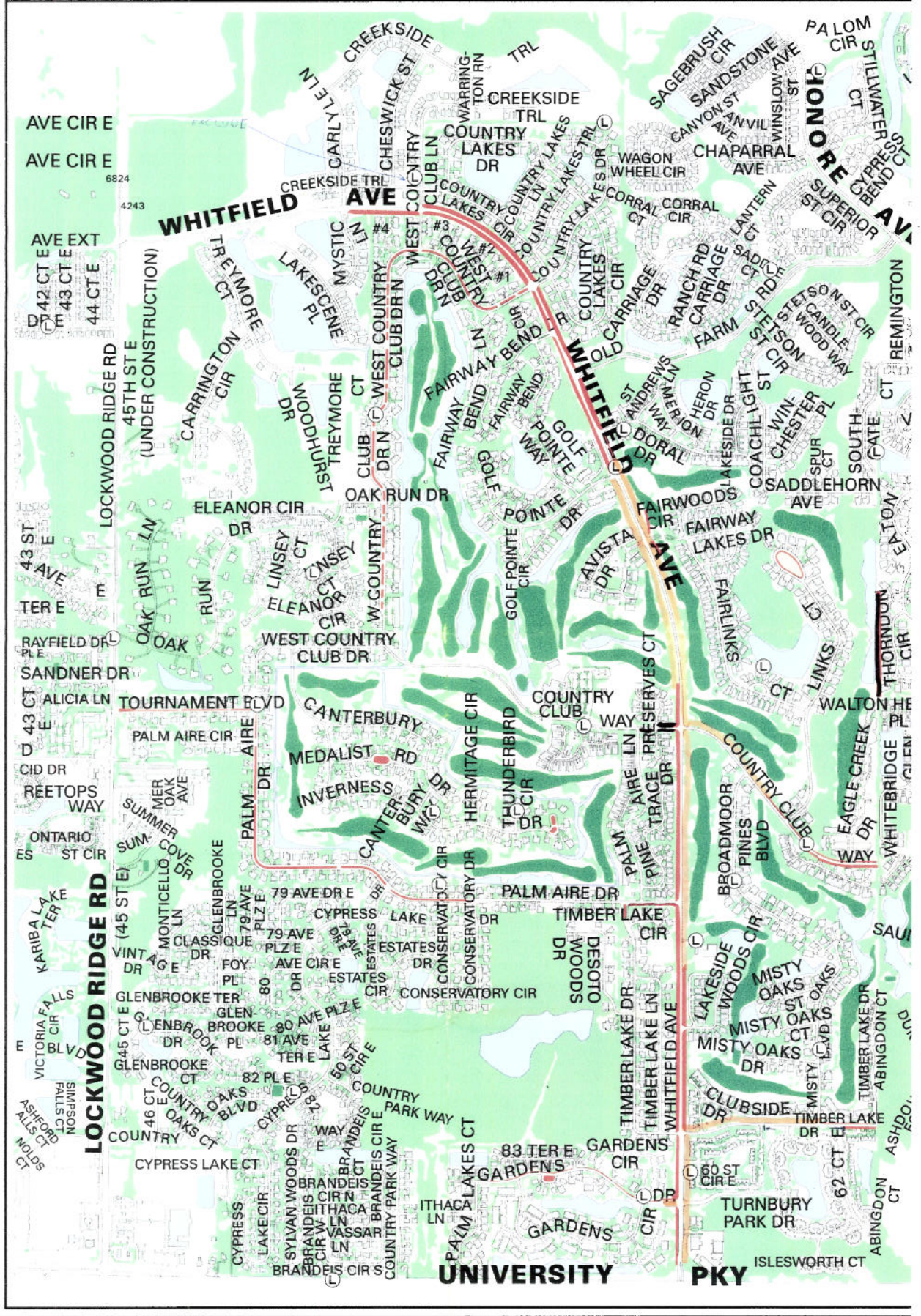
Name and License # of pesticide applicator: _____

12. All equipment to be used in performing this service shall be kept maintained when on job site. List major equipment on a separate page (if required) with complete description, i.e., age, general condition, maintenance status, etc.

BIDDER: _____



PALM-AIRE COMMUN



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		
	Mow ing one	Mow ing two	Mow ing three	Edg ing	Tr im m ing K em ov al	F er 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 o 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

ROADSIDE:																	
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																	
MEDIANS:																	
North Country Club Drive																	
Inverness Drive																	
Tournament Drive																	
Palm Aire Drive																	
Timberlake Drive																	
61st East Court																	
Garden Drive: South Side																	
Medalist Road																	
LIFTSTATIONS:																	
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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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



_____ / _____ 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:**

Attachment "A"

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to bid on Bid No.: 09-0820CD- Palm Aire Community Landscaping, for the following reason(s):

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

REMARKS:

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

ATTACHMENT "B"**Drug Free Work Place Certification**

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by ' 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

- (4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200__ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5,
MANATEE COUNTY PURCHASING CODE

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

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

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.
Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

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