

MANATEE COUNTY GOVERNMENT

INVITATION FOR BID (IFB) #14-0089DC NATIVE SEED HARVESTING FROM DUETTE PRESERVE

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of harvesting seed material from the Duette Preserve.

A **Non- Mandatory Site Visit** will be held **October 30, 2013 at 2:00 PM at the Check Station at Duette Preserve, 2649 Rawls Road, Duette, Florida.** All interested parties are encouraged to attend. Site accessibility after this time must be coordinated with County staff, Damon Moore at 941.567.8738.

DEADLINE FOR CLARIFICATION REQUESTS: **October 30, 2013 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Invitation For Bid to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Bids will be received until **November 6, 2013 at 3:00 P.M.** at which time they will be **publicly opened.** All interested parties are invited to attend this opening.

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Important Note: **A prohibition of Lobbying is in place. Please review paragraph A.23 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
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Purchasing Division Contract Negotiator
PHONE (941) 749-3074, FAX (941) 749-3034
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Manatee County Financial Management Department

AUTHORIZED FOR RELEASE: 

SECTION A: INFORMATION TO BIDDERS

BIDDERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These bids will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All *Bidders* or their representatives are invited to attend.

A.02 BID INFORMATION AND BID DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files 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.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the *IFB* Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Bid documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

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

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF BIDS

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 Division 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 Division. 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 Bid 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 Bid shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each *Bidder*, prior to submitting their bid, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Bid Form.

DEADLINE FOR CLARIFICATION REQUESTS: **October 30, 2013 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Invitation For Bid to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original and two copies of your bid shall be submitted in one sealed package, clearly marked on the outside "**Sealed Bid #14-0089DC Native Seed Harvesting from Duette Preserve**" and addressed to:

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

A.06 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the *Bidder* (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall 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 OF 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 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation For Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes. Bids become subject to disclosure thirty (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).

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied.

When County staff have completed a mathematic validation and inspected the completeness of the offers, a tabulation shall be posted on www.mymanatee.org.

A.10 ERRORS OR OMISSIONS

Once a bid is submitted, the County shall not accept any request by any *Bidder* to correct errors or omissions in the bid.

A.11 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 all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible 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 this Invitation For Bid. 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 furnish the 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.12 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 Code of Laws, 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 Manatee County Code of Laws.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, 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 bid. 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.13 CODE OF ETHICS

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

By submitting a bid, the *Bidder* represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a *Bidder* is determined to have been untruthful in its bid or any related presentation, such *Bidder* will be disqualified from eligibility to perform the work described in this Invitation For Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or bids to supply goods or services to, Manatee County.

A.14 COLLUSION

By offering a submission to this Invitation For Bid the *Bidder* certifies the *Bidder* has not divulged to, discussed or compared his bid with other *Bidders* and has not colluded with any other *Bidder* or parties to this bid whatsoever. Also, the *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 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* prior to the scheduled opening directly or indirectly 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;
- d. the only person or persons interested in this bid as 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 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. Bidders must fully complete all Bid Form pages of the Bid submitted. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. 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 procurement costs, damages, and attorney fees as incurred.

A.16 DISCOUNTS

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

A.17 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.18 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.

A.19 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.20 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.21 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 specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.22 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 bid document at least twenty-four (24) hours in advance of either activity.

A.23 LOBBYING

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid, and ends upon execution of the final contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

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.

A.24 PUBLIC ENTITY CRIMES

IA person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, 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 bids, proposals, or replies on leases of 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 Florida Statute s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past five 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 persons(s) affiliated with the entity, does not have 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 Public Contracting and Environmental Crimes Certification Form is attached.

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective *Bidders* that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate 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 of contract.

A.26 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 the **public meetings** specified herein (i.e. Information Conference or Bid Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

A.27 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.

END SECTION A

SECTION B: SCOPE OF SERVICES

B.01 BACKGROUND AND INTRODUCTION

Manatee County ("County") owns and through its Parks and Natural Resources Department manages Duette Preserve ("Preserve") accessible from 2649 Rawls Road, Duette, Florida. The Preserve is an 18,000 acre conservation land containing the headwaters of the Manatee River, rich in cultural, historic, and natural resources. The Preserve is a managed landscape, with some areas being restored to a native condition with regular applications of prescribed fire.

It is the purpose of this *IFB* to solicit written bids from qualified firms to provide services to harvest native seeds from areas burned during the growing season at the Preserve in 2013. Except as otherwise provided herein, the contractor shall furnish all resources necessary to provide the services described herein and shall have sufficient qualified personnel available to perform the services in a timely manner.

B.02 HARVESTING REQUIREMENTS

- B.02.1 The total maximum amount of seed that can be harvested is 1,200 pounds. The contractor is required to provide the County 200 pounds of the total seed harvested. The remaining amount (up to 1,000 pounds) shall be sold to the contractor at the contracted amount.
- B.02.2 Harvesting will be conducted at the locations identified on the attached map (Figure A). These areas were burned during the 2013 growing season. Seed collection shall not be performed outside of the areas identified on this map.
- B.02.3 Seed collection shall be performed by hand stripping or mechanical methods, including tractor-mounted seed strippers (i.e., Flail-Vac). Silage cutting, combine, or similar methods are not acceptable.
- B.02.4 Tractor-mounted equipment shall be used in a responsible manner to avoid damage to plants and animals on the site.
- B.02.5 When harvesting, every other row shall be left unharvested to allow seed source to remain.
- B.02.6 All equipment and personnel entering harvesting areas shall be free of mud, seeds, or debris from other sites to prevent introduction of nuisance and exotic species.

B.03 HARVESTING SCHEDULE

- B.03.1 The harvest areas specified were burned between April 1, 2013 and July 31, 2013.
- B.03.2 It is anticipated that a contract will be executed within ten (10) days of the *IFB* opening date. The contractor shall provide the County with their collection schedule at this time.
- B.03.3 No harvesting is permitted after January 31, 2014.
- B.03.4 Harvesting can only be performed during regular work days (no holidays), Monday through Friday, unless otherwise authorized by the County. Note: The Preserve has an active hunt program occurring on scheduled weekends.
- B.03.5 Prescribed fires in other areas of the preserve are anticipated during this seed harvesting period, the contractor must keep travel ways clear at all times and coordinate collection sites each day with the County.

B.04 STAGING AREAS AND ACCESS

- B.04.1 Any staging areas required for harvest activities shall be entirely set within the defined areas eligible for harvest, as shown in Figure A. Any request for deviation must be approved by the County.
- B.04.2 Access to defined harvest areas within the Preserve is limited to the mapped areas. During harvesting, the Contractor's vehicles or equipment shall not obstruct the Preserve trails at any time.

B.05 DELIVERY

- B.05.1 The contractor shall weigh in and out of the site at the *Check Station* located at the Preserve entrance. Seeds harvested shall be weighed and verified by the County at this station.
- B.05.2 The 200 pounds of seed to be furnished to the County shall be dried and packed in breathable seed sacks. Sacks shall be labeled with the weight of contents and dominant species collected in the sack.

B.06 **CONDITIONS**

- B.06.1 The County makes no guarantee as to the quantity, quality, or viability of the biomass available for harvesting, and as such, requires the contractor to make the best offer based on conditions at time of this invitation.
- B.06.2 To prevent rutting and soil compaction, the County reserves the right to preclude harvesting in sensitive areas that would be damaged by harvesting equipment. Example of areas where harvesting may be precluded depending on site conditions at the time of harvest are wetland habitats and a few very small areas where endangered plants have been re-introduced to the habitats. Precluded areas will be determined by the County at the time of harvest and communicated with the contractor prior to starting work.

B.07 **PERMITTING / NOTICE OF INTENT**

The work to be performed under this contract is not classified as an agricultural activity, but is part of ongoing environmental restoration efforts on a conservation land and is not applicable to Florida State Administrative Rules, Notice of Intent to Implement (NOI).

END SECTION B

FIGURE "A"

Duette Preserve 2013 Growing Season Burn Areas Approved for Seed Harvest



SECTION C: GENERAL TERMS AND CONDITIONS

C.01 CONTRACT FORMS

Any contract resulting from the acceptance of a bid shall be made by a two-party agreement.

C.02 REGULATIONS

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

C.03 QUALIFICATIONS

Bidders are to document in their Bids they have the following experience:

- a. *Bidders* shall possess all required licenses and registrations to operate within the state of Florida.
- b. *Bidder* shall have verifiable experience in performing or overseeing the performance of projects specifying seed harvesting within the past five (5) years. To validate experience, expertise and capabilities, *Bidders* shall provide a list of clients for whom your firm has provided similar projects, including scope of services. Such information shall include, but not be limited to:

Name, title, address, and phone number of the organization(s) or individual(s) provided as references(s), the date (by month and year) when these services were provided.

C.04 PRICES

- a. *Bidders* shall submit an offer (purchase price that includes a grand total substantiated by quantitative cost per pound) to be paid to the County based on the contractor's harvesting of the seeds from the Preserve as described in the Scope of Services.
- b. The amount to be paid to the County shall be a firm offer for the contractor to harvest and receive ownership of the extracted seed located at the Preserve.
- c. This total payment to the County shall take into account all cost associated with delivering 200 pounds of the harvested seed to the County, packaged and labeled.

END SECTION C

SECTION D: BASIS OF AWARD

D.01 BASIS OF AWARD

Award shall be to the most responsive, responsible bidder meeting specifications and having the HIGHEST Total Bid Price based on the estimated quantity for the requirements listed on the Bid Form as set forth in this Invitation For Bid. Unit Price shall include contractor's total offer per pound for procuring the harvest and ownership of native seeds at Duette Preserve in accordance with and in the manner set forth and described herein.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more 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 Manatee County Purchasing 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.

D.02 QUALIFICATIONS OF BIDDERS

Each bidder must possess the skills and secure all licenses and/or applicable registrations required to operate the appropriate equipment and perform the harvesting services as specified herein in compliance with Chapter 578, Florida Statutes.

The contractor will provide proof of experience within the last five (5) years in performing or overseeing the performance of a project specifying seed harvesting.

It is required that the contractor has the ability to read, write, and communicate in the English language effectively.

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire included in Section F.

END SECTION D

SECTION E: BID FORM**For: RFP #14-0089DC Native Seed Harvesting from Duette Preserve**

We offer:

\$_____ per pound for harvesting and purchasing the native seeds from the Duette Preserve as specified herein for an estimated quantity of 1,000 pounds for a grand total of \$_____ (to be paid per pound for actual quantities harvested).

The above offer includes providing the County 200 pounds of the native seed, dried, packed, and labeled in breathable seed sacks.

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 offer, meeting each and every specification, term, and condition contained in this Invitation For Bids.

We understand that the Scope of Services, 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 contractor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____ Registration No. _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____
(if different from above Mailing Address)

TELEPHONE: () _____ EMAIL: _____

Acknowledge Addendum Nos. _____ Dated: _____

CONTRACTOR'S QUESTIONNAIRE

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.) This questionnaire to be completed and submitted with your bid.

1. COMPANY'S NAME: _____
 State of Incorporation, if Applicable: _____
 FEDERAL EMPLOYER IDENTIFICATON No.: _____
2. Bidding as an individual: ____; a partnership: ____; a corporation: ____; a joint venture: _____
3. Your organization has been in business (under this firm's name) as a _____ for how many years? _____
4. Is this firm in bankruptcy? _____
5. Describe and give the date and owner of the last project you've completed within the last five (5) years which are similar in nature as the one proposed. Include contact name and phone number:

6. What equipment do you own to accomplish this Work? (provide manufacturer, model, year)

7. What equipment rent to accomplish this Work?

ATTACHMENT A

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on 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 the **last page** in this section of the bid, have the completed document notarized, and mail the original to the following address: Manatee County Government Purchasing Division, 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 bids on 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

A link to "Purchasing" is listed under the "Quick Links" on page one of the 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 "local business" is defined in the Purchasing Code.

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, bid, and bid opportunities to your business.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Section 2-26-6. Local preference, tie bids, local business defined.

- a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids 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 bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid 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 bidding 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 bids when the bidder'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 bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.
- d) Each solicitation for bids 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 bid pursuant to a request for bids, all bidders 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.

Section 2-26-6. Local preference, tie bids, local business defined. (Continued)

- 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;
 5. Any bid 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 must certify to the County that it:**
1. Has not within the five years prior to the bid 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 bid 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: Manatee County Purchasing Code § 2-26-6.

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 **bid** pursuant to this **Invitation For Bid**, 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 § 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]_____

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 **bid** 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 **bid** announcement. [Initial]_____

F. Fees and Taxes: I certify that within 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 legal current appeal. [Initial]_____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code § 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, 1112 Manatee Avenue West, Suite 803, 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 _____
[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 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 amount 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 _____, 200____ by _____.

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

_____ My commission expires _____
Notary Public Signature

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

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

ATTACHMENT C: INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing, at contractor's 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 Worker's Compensation Policy.

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

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

c. Business Auto Policy

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs, a., b., c., and d., shall be filed with the Purchasing Official 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, with coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The contractor shall name Manatee County as additional insured in each of the applicable policies.

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official 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 contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this contract.