MANATEE COUNTY GOVERNMENT INVITATION FOR BIDS (IFB) #11-3576CD LANDSCAPE MAINTENANCE FOR ROADWAY AND STORMWATER COLLECTION AREAS

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.

<u>INFORMATION CONFERENCE</u>: In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an <u>information conference</u> will be held:

Monday, October 24, 2011 at 10:00 AM

at the Manatee County Administrative Center, Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.

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DEADLINE FOR CLARIFICATION: Tuesday, November 8, 2011

TIME AND DATE DUE: Thursday, November 17, 2011 at 3:00 PM

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Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.23 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT: CHRIS DALEY, CPPB- SENIOR BUYER Phone (941) 749-3048 - Fax (941) 749-3034 Menis W Weller AUTHORIZED TO RELEASE:

A.01 OPENING LOCATION

These bids will be <u>publicly opened</u> 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 <u>http://www.mymanatee.org</u> 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.

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 "<u>Bids and Proposals</u>." 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 it.

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

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

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (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 or PROPOSAL.

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 <u>delivered to the Manatee County Purchasing</u> <u>Office</u> for receipt on or before the stated time and date. If a bid is sent by <u>U.S. Mail</u>, 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 DEADLINE FOR CLARIFICATION REQUESTS

<u>November 8, 2011</u> shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve

A.05 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 Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <u>http://www.mymanatee.org</u> 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. It shall be the <u>responsibility of each bidder</u>, <u>prior to submitting</u> their bid, to contact Manatee County Purchasing (see contact on page 1) to <u>determine if addenda were issued</u> and to make such addenda a part of their bid.

A.06 SEALED & MARKED

<u>Three</u> signed copies of your bid shall be submitted in one <u>sealed</u> package, clearly marked on the outside <u>"Sealed Bid #11-3567CD – Landscape Maintenance for Roadway and</u> <u>Stormwater Collection Areas</u> with your company name. Address package to:

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

A.07 LEGAL NAME

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

A.08 BID EXPENSES

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

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A.09 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 <u>irrevocable offer for a period of 90 days</u> 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.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1)(b)2 states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or until 30 days after the date the bids are opened, whichever is earlier.

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 mymanatee.org.

A.11 UNBALANCED BIDDING PROHIBITED

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources and prices; however, where in the opinion of the County such variation does not appear to be justified, given bid specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.

2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.

3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.12 RESERVED RIGHTS

<u>The County reserves the right to accept or reject</u> 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 <u>lowest</u> 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 Contract Documents or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be <u>responsive</u>, 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 <u>responsible</u> 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.13 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the <u>State of Florida</u> 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 <u>Manatee County Purchasing Code of Laws</u>, as amended.

A.14 CODE OF ETHICS

With respect to this bid, if any Bidder violates or is a party to a violation of the <u>Code of</u> <u>Ethics</u> 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.15 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 <u>has not colluded</u> 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;
- 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.16 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid Contract Documents, terms, and conditions**. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all reprocurement costs, damages, and attorney fees as incurred by the County.

A.17 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).

<u>A.18 TAXES</u>

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

A.19 MATHEMATICAL ERRORS

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

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

A.20 DESCRIPTIVE INFORMATION

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

A.21 MODIFICATION OF BID CONTRACT DOCUMENTS

If a bidder wishes to recommend changes to the bid Contract Documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid Contract Documents. The County is not obligated to make any changes to the bid Contract Documents. Unless an addendum is issued as outlined in Article A.04, the bid Contract Documents shall remain unaltered. <u>Bidders must fully</u> comply with the bid Contract Documents, 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 Bids or Request for Proposals, 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 Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals. This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

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A.23 LOBBYING (Continued)

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 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.25 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute 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; <u>may not be awarded or perform work</u> 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 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

A.26 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 bidders 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.

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A.27 MBE/WBE

The State of Florida, <u>Office of Supplier Diversity</u> provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <u>http://www.osd.dms.state.fl.us/iframe.htm</u>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

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 <u>indemnify and save harmless</u> 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.

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 Manatee County roadways and storm water areas. 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.

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.

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 CONTRACT TERM

This contract shall be for a period of two years, commencing from date of award, unless renewed or terminated as provided in this bid document.

C.08 RENEWAL

Provided that there are no changes of prices, terms, or conditions, **this contract shall be automatically extended/renewed** beyond the first twenty four (24) month contract period for additional twelve (12) month periods not to exceed total contract duration of sixty (60) months providing. 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.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 Statues 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 <u>all</u> <u>insurance</u> 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. <u>Workers' Compensation/Employers' Liability</u>

<u>Part One</u> - 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.

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

\$100,000(Each Accident)\$500,000(Disease-Policy Limit)\$100,000(Disease-Each Employee)

b. <u>Commercial General Liability</u>

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.

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

c. <u>Business Auto Policy</u>

Each Occurrence Bodily Injury and Property Damage Liability Combined <u>\$300,000</u> Annual Aggregate (If Applicable) Three Times Each Occurrence Limit.

d. <u>Owners Protective Liability Coverage</u>

The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the bidder 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 OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. <u>Certificates of Insurance and Copies of Policies</u>

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Director <u>before operations are begun</u>. 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.

C.11 INSURANCE (Continued)

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.

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.

D.01 SCOPE OF WORK

Vendor shall furnish all labor, material, equipment, and supervision needed to maintain the landscaping and irrigation along various Manatee County roadways and stormwater locations. The Work includes, but is 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. 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, shall be used for the County's authorization for payment for the tasks successfully completed.

D.03 PERMITS, LICENSES AND REGULATIONS

- 1. All permits and licenses necessary for the completion of the work shall be secured and paid for by the vendor.
- 2. The vendor shall submit evidence of proper certification and licensing for all applicators contracted to apply pesticides or herbicides on municipal property.
- 3. Applicators contracted to apply fertilizer shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of laws Chapter 2-35, Section 2-35-1.a no later than May 23, 2012.
- 4. All site supervisors and managers of professional landscape companies shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35, Section 2-35-1.b no later than November 19, 2012.
- 5. All employees of lawn and landscape companies who are not site supervisors, managers or clerical personnel shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35, Section 2-35-1.c no later than November 19, 2012.
- 6. A copy of the Manatee County Code of Law Chapter 2-35 is attached to this bid document as Attachment "D".

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

<u>Scheduled:</u> 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.

<u>Emergency</u>: 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.

<u>Non-Emergency</u>: Work authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice from the County representative. 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.

<u>Authorization Form</u>: 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 SUPERVISION

The Contractor shall have a competent crew supervisor available at all times while work is being performed who is able to read, write and speak English. This person shall also be able to effectively communicate/translate to the crews the County's needs and expectations and respond/resolve to all related issues. <u>All responsible individuals shall be available by telephone, cellular telephone, and/or pager at all times.</u>

D.07 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.

D.07 SUBCONTRACTORS (Continued)

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.08 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.09 SCHEDULED MAINTENANCE

A) Surfaces, Roadways, Sidewalks, & Medians

- 1) <u>Surfaces, Roadways, and Medians -</u>Shall be maintained so that at no time will any buildup of debris or weeds detract from the appearance of or the safe use of these areas. In accordance with the Manatee County Code of Laws Chapter 2-35, Section 2-35-9, grass clippings, vegetative material, and/or vegetative debris shall not be washed, swept, blown, or otherwise deposited into stormwater drains, ditches, drainage conveyances, surface waters, or roadways either intentionally or accidentally.
- Sidewalks- All grass clippings, limbs and debris shall be removed from site 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 and ROADSIDES

 a) <u>Mowing frequency</u> – The Contractor(s) shall cut the grass three times per month during the months of April thru September and each cut shall have a start date of the 1rst, 10th, and 15^{th.}

The Contractor shall cut the grass twice per month during the months of October thru March and each cut shall start on the 1rst and the 15th.

Grass will be maintained at a height of 3 to 4 inches. Additional mowing if required will be done due to amount of rainfall as determined by the CCM.

- 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) <u>Litter control and removal</u> 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) <u>Irrigation System</u> shall be inspected after each mowing to insure the system is working in a safe and aesthetic manner. Any replacement requirements in the area of Work shall be directed to County personnel to complete, except damage caused by the Contractor. Such damage shall be repaired in a manner acceptable to the County solely at the expense of the Contractor.

D) Turf Maintenance – Chemical

- 1) Mulching
 - a) <u>Medians</u> Mulch shall be furnished and installed to maintain a three (3) inch depth on the medians and roadside planting areas once per year during the month of March. 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 may direct additional installations at spot locations as necessary to maintain an acceptable appearance. All areas requiring mulch shall be <u>completed</u> during the month of March, unless otherwise agreed to in writing by the CCM.

Mulch shall only be applied to those locations that show mulch in the Type of Service column of the Work Area Locations and Descriptions under Article D.10 of these Bid documents.

2) <u>Weed Control</u> - All median sites shall be maintained weed free. Hand weeding or a nonselective post/pre emergent herbicide shall be used on a monthly basis to keep unwanted weeds out of plant beds.

E) Tree and Shrub Maintenance – Mechanical

- Palm trees shall be pruned twice per year during the months of February and October, and as needed to maintain the health and appearance of the tree as per ANSI 300 standards. Only the dead or dying fronds as well as all material that is not attached solidly to the palm boot shall be removed during this time.
- 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.

D.09 SCHEDULED MAINTENANCE (Continued)

- 3) <u>Shrubs</u> 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) The vendor shall remove all sprouting limbs (suckers) from trees and shrubs that appear randomly after the trimming of trees and shrubs.
- 5) <u>Note</u> 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.

F) Tree and Shrub Maintenance – Chemical

1) Fertilization

- a) <u>Palm Trees</u> shall be fertilized two (2) times per year and as needed to sustain the tree, with a palm fertilizer broadcast throughout the root zone.
- b) <u>Other trees and shrubs</u> shall be fertilized once a year 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) <u>Weed Control</u> weeds and grass shall be controlled within a two foot radius around trees and shrubs for visual control. Hand weeding or a non-selective post/pre emergent herbicide shall be used on a monthly basis to keep unwanted weeds out of this two foot radius. <u>The use of mowers or line whipping is prohibited in maintaining the two foot</u> <u>radius around trees.</u>

G) Ditches and Swales – Chemical

 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) Wetland Mitigation Areas

 Manual removal of nuisance and invasive exotic species from designated wetland areas shall be completed as directed by the CCM. The exact type and amount of plant material to be manually removed shall be determined by the CCM or County Forester as needed to comply with agency permit conditions.

D.10 DEFINED AREAS

Maintenance areas and detailed descriptions:

- A. <u>Roadsides -</u> Area from county roadsides to sidewalks, walls, berms, hedgerows, or major natural preserve providing physical separation of subdivisions from the roadway. Acreage and Inventory (Estimated)

 a) 240 Acre
 b) 0 Tree/Palm
 c) 0 Shrub
- B. <u>Median -</u> Single and multiple sectioned area containing grass, tree, shrub, and/or ground cover within a County roadway.
 Acreage and Inventory (Estimated)

 a) 60 Acre
 b) 1295 Tree/859 Palm
 c) 18500 Shrub
- C. <u>Storm Water Retention Ponds -</u> Area surrounding listed stormwater retention ponds between the water line and the property line or fence.
 a) 30 Acre
 b) 15 Tree
 c) 0 Shrub

Aerial maps of all site locations are included in this bid document outlining the areas to be maintained for each location. There are a total of 78 maps which are best viewed in color. If any interested bidder is unable to print in color, or if the clarity is not clear, the maps are available for pick-up at the Manatee County Purchasing Office.

The following pages list the facilities which are to be maintained as specified herein. The maintenance services are to be engaged in the areas designated in the listing.

However, the County reserves the right to add or delete locations as well as add to or delete from locations as becomes necessary throughout the life of the contract.

The use of the term Full ROW in the location's description shall mean both sides of the Right of Way and all Medians in between.

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Zone #1	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z1-1	Bayshore Gardens Parkway- US 41 to 34 th Street West; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	1.09	100	82	68	30
Z1-2	26th Street West - Cortez Road; Bradenton, FL (South Median)	Mow, Trim, Edge, Blow	.02	0	0	0	30
Z1-3	Palma Sola Park Sub.; Bradenton, FL (Various Medians; Lot SW corner of Manatee Ave/75 th St W; Islands @ Senrab/San Juan; Casabella Dr.; Montezuma/DeNarvaez; Mallorca; Casabella/Estremadura; Alhambra/DeNarvaez)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	4.96	63	166	154	30
Z1-4	Cape Vista Drive - Cortez Road to 43rd Avenue; Bradenton, FL (Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	.32	21	0	19	30
Z1-5	Sunny Shores Sub. entrance @ 115 Street West @ Cortez Road; Bradenton, FL- (2 Medians on 118 th St W from 40 th Ave to 36 th Ave)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	1.09	2	1	40	30
Z1-6	Highway Maintenance Buildings - 26th Avenue East Including Traffic Control; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	2.26	1522	49	17	30
Z1-7	1st Avenue West - 59th Street West to 67th Street West; Bradenton, FL (Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.47	4	19	20	30
Z1-8	61st Street West - Manatee Avenue to 1st Avenue West; Bradenton, FL (Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.54	15	3	22	30
Z1-9	Harbor Hills Sub.; Bradenton, FL- Various Islands; Island at convergence of Park Ln & Fontana Ln; Islands @ Harbor Rd intersections w/ Park Dr & Hillcrest Dr	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.32	20	10	4	30

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Zone #1	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z1-10	17th Avenue West - 51st Street West to 59th Street West; Bradenton, FL (Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.49	0	2	35	30
Z1-11	Cortez, West of 26th St. W; Bradenton, FL(Cox Chevy Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.30	83	10	0	30
Z1-12	301 Boulevard & 9th St. West Intersection Area; Bradenton, FL (Full ROW) Pond @ 301 & 9 th Street West, 2 medians in front of mall and East ROW only @ corner of 3 rd St west and 301	Mow, Trim, Edge, Blow	1.60	0	0	0	30
Z1-13	34th Street West - 53rd Avenue to Bayshore Gardens Parkway; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	.75	0	90	12	30
Z1-14	Cortez Road SR 684 - 75th Street West to 119th Street West; Bradenton, FL (Medians)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	1.96	0	90	12	30
Z1-15	Pond 30th Street West, North of 51st Avenue; Bradenton, FL	Mow, Trim, Edge, Blow	1.91	0	0	0	30
Z1-16	53rd Avenue West from 34th Street West to 43rd Street. West (includes median at intersection of 53 & 43); Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	4.60	0	114	12	30
Z1-17	75th Street West from Manatee Ave. to Cortez; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	5.09	115	117	4	30
Z1-18	75th St W between Manatee Ave & Cortez Rd (6 ponds Cedar Creek)	Mow, Trim, Edge, Blow	3.63	0	0	0	30
Z1-19	South of 69th Street West on US 41 @ the Banana Factory; Bradenton, FL (West ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.20	30	20	0	30

Zone #1	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z1-20	63rd Ave E from US 41 to 15th ST E; Bradenton, FL (medians only)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	6.78	25	49	50	30
Z1-21	30th Ave W – 7 th St to 16 th St-; Bradenton, FL both sides of ROW + 2 retention ponds	Mow, Trim, Edge, Blow	5.91	0	0	0	30
Z1-22	Cortez Rd @ Wildwood Commercial Plaza (3 medians); Bradenton, FL (43 rd St W to 39 th St W)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.30	3	18	0	30
Z1-23	60th Ave W along side of Target entrance (1 median); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.02	0	1	0	30
Z1-24	66th St W @ Cortez Rd ; Bradenton, FL (South Side- Full ROW)	Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.09	2	1	12	30
Z1-25	57th Avenue - US 41 to 15th Street East; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	3.58	0	32	29	30
Z1-26	34th Street West @ 60th Avenue; Bradenton, FL (Pond Only)	Mow, Trim, Edge, Blow	0.57	0	0	0	30
Z1-27	34th Street West @ 57 th Avenue; Bradenton, FL (Pond Only)	Mow, Trim, Edge, Blow	0.83	0	0	0	30
Z1-28	9th Street East- 301 Blvd to 53 rd Ave East; Bradenton FL (Full ROW + pond on east side 700 yards north of SR 70)	Mow, Trim, Edge, Blow	3.10	0	0	0	30
Z1-29	9th Street East between 59 th and 60 th Avenue; Bradenton, FL (Pond Only on east side between 59 th & 60 th Ave)	Mow, Trim, Edge, Blow	1.75	0	0	0	30
Z1-30	9th Street East @ 61st Avenue; Bradenton, FL (Pond Only @ SE Corner)	Mow, Trim, Edge, Blow	1.80	0	0	0	30
Z1-31	Bridges on Riverview Blvd (1 East of public boat ramp and 1 West of public boat ramp); Bradenton, FL (4 corners of both bridges)	Mow, Trim, Edge, Blow	0.13	0	0	0	30

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Zone #1	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z1-32	Whitfield Estates Sub - Various Islands @ (Pearl/Whitfield; Macarthur/Ponce Deleon; Whitfield/Broughton; Broughton/Sheppard); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.97	36	45	57	30
Z1-33	Welcome Sign @ 8400 Block of US 41; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.21	0	0	8	30
Z1-34	802 39 th St West, Bradenton, FL (Vacant Lot)	Mow, Trim, Edge, Blow	0.55	0	0	0	30
Z1-35	29 th Ave West in Bradenton, FL; 2 Medians (1) on Bus. 41 and (1) on 9 th St. West	Mow, Trim, Edge, Blow	0.11	0	0	0	30
Z1-36	75 St West in Bradenton, FL from Cortez Road to Roundabout and from Roundabout to end of new construction (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree	11.06	200	0	23	30
Z1-37	Vacant Lot on 19 th Ave West across from 16 St Ct W, Bradenton, FL	Mow, Trim, Edge, Blow	0.37	0	0	0	30
Z1-38	66 th Street Fleet Services Building, 4700 66 th Street W, Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Mulch	2.45	0	0	0	30

Zone #2	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z2-1	Pond, 15th Street East., North of 26th Avenue; Bradenton, FL	Mow, Trim, Edge, Blow	1.74	0	0	0	30
Z2-2	Lockwood Ridge Rd. South of SR 70 to University Blvd; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	28.43	1763	561	0	30
Z2-3	37th Street East - SR 70 to 39 th St E; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	1.66	0	15	23	30
Z2-4	Manatee Palms –SR 64 & 65th Street East Medians Only; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.59	0	1	2	30

Zone #2	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z2-5	Stormwater Maintenance Building – 5511 39th Street East; Bradenton, FL	Mow, Trim, Edge, Blow	6.47	0	0	0	30
Z2-6	60 th St East - SR 70 to 63rd Ave East (NE ROW Only); Bradenton, FL	Mow, Trim, Edge, Blow	0.51	0	0	0	30
Z2-7	63 rd Avenue East - 15th Street East to 28th Street East; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	3.59	134	33	6	30
Z2-8	27 th Street East - 36 th Avenue East to 38th Avenue East; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow	1.50	0	0	0	30
Z2-9	Canal Road / 16th Avenue East - 17th St E to 33rd St E; Palmetto, FL (ROW w/ sidewalk)	Mow, Trim, Edge, Blow	2.33	0	0	0	30
Z2-10	63rd Street East- SR 70 to Linger Lodge Road & Linger Lodge Road to school entrance(ROW w/ Sidewalk); Bradenton, FL	Mow, Trim, Edge, Blow	3.50	0	0	0	30
Z2-11	State Rd 64 From 27 St. East to Morgan Johnson Rd.; Bradenton, FL (Medians only)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	7.40	13,500	303	164	30
Z2-12	US 41 at Frog Creek; Palmetto, FL (North of I-275 interchange – 4 corners of bridge & medians)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.62	100	4	6	30
Z2-13	Terra Ceia Bridge at US. 19; Palmetto, FL (grassy areas at 4 corners of bridge between the under bridge drive)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	1.16	250	0	17	30
Z2-14	15th St E @ Whitfield intersection (1 median- South of Intersection); Bradenton, FL	Mow, Trim, Edge, Blow	0.03	0	0	0	30
Z2-15	9th St E- Both ROW's from 4th Ave E to 8 th Ave E; West ROW from 8 th Ave E to 13 th Ave E; and pond on east side 200' north of 4 th Ave; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	1.48	9	35	15	30

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Zone #2	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z2-16	SR 70 (53 rd Ave E) from 18th St Blvd E to 22nd St CT E (2 medians); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.24	2	1	3	30
Z2-17	29th ST E – North ROW from 60th Ave E to dead end ; Ellenton, FL	Mow, Trim, Edge, Blow	1.04	0	0	0	30
Z2-18	60th Ave E - from 37th St E (Mendoza Rd) to 32nd St E then from 29th St E to Mall entrance (Full ROW); Ellenton, FL	Mow, Trim, Edge, Blow	2.63	0	0	0	30
Z2-19	17th St E from 36th Ave E to just past 39Ave Dr E- s/side only across from Blackburn Elementary	Mow, Trim, Edge, Blow	0.86	0	0	0	30
Z2-20	Vacant lot N/E corner of Canal Rd & 17th St E; Palmetto, FL	Mow, Trim, Edge, Blow	0.22	0	2	0	30
Z2-21	Vacant lot @ 415 11th St W inside Palmetto City Limits	Mow, Trim, Edge, Blow	0.12	0	0	0	30
Z2-22	Pond- SR 70 @ Natalie Way; Bradenton, FL	Mow, Trim, Edge, Blow	0.46	0	0	0	30
Z2-23	69th Street East / Erie Road - US 41 to Sysco entrance (South ROW & 3 medians); Palmetto, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	1.74	0	35	12	30
Z2-24	51st Avenue East - US 301 to 17th Street East / Memphis; Ellenton, FL (West ROW w/ sidewalk and guardrail)	Mow, Trim, Edge, Blow	0.57	0	0	0	30
Z2-25	Kay Rd Extension- Cypress Creek Blvd from SR64 to Kay Rd; Old Kay Road from SR 64 to Dead End; 1 st Ave NE from Old Kay road to Cypress Creek Blvd and pond north of 1rst Ave NE; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow	5.82	0	0	0	30
Z2-26	Creekwood Blvd- East ROW w/ sidewalk from 49 th Ave E to 500' East of 69 th St. E.; Bradenton, FL	Mow, Trim, Edge, Blow	2.54	0	0	0	30

Zone #2	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z2-27	Caruso Road- Medians Only- From SR 70 to 48 th Ave Dr. E.; Bradenton, FL	Mow, Trim, Edge, Blow	2.72	0	0	0	30
Z2-28	Buffalo Rd. from 69 th St. East to end of new construction (Full ROW + 2 Ponds) and North ROW on both sides of Buffalo Rd @ 69th St E, Palmetto, FL	Mow, Trim, Edge, Blow	6.59	0	0	0	30
Z2-29	17 th St. West and East from Bus 41 to Canal Rd., Palmetto, FL (Full ROW + 2 Ponds on both sides of Bayshore Rd.)	Mow, Trim, Edge, Blow	4.71	0	0	0	30
Z2-30	US 41 N from 23 rd St E to US 301 Exit Ramp in Palmetto, FL (Medians + East ROW @ 23 rd St E)	Mow, Trim, Edge, Blow, Tree	0.57	0	8	13	30
Z2-31	North County Bus Station Transit Center, 729 19 th St W PL, Palmetto FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.67	258	9	17	30

Zone #3	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z3-1	Mill Run E- First 600 ft of Medians only from SR64; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	0.27	70	23	7	30
Z3-2	Rye Road - SR 64 to North Side of School (West Side ROW w/ sidewalk); Then from Fire Station to Wood Stock Rd (Both sides of ROW) Bradenton, FL	Mow, Trim, Edge, Blow	8.00	0	0	0	30
Z3-3	Honore Ave – From University Pkwy to Tuttle Rd (Full ROW); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree	48.18	150	373	36	30
Z3-4	Tallevast Rd -US 301 to Lockwood Ridge Rd (Full ROW) + ditch @ 3131 Tallevast north side along fence; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	5.92	33	6	0	30

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WORK AREA LOCATIONS AND DESCRIPTIONS

Zone #3	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z3-5	Broadway Avenue- from Tuttle Ave to dead end (medians only); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	2.69	3	30	1	30
Z3-6	Tuttle Rd- from Oak Grove Dr south to University Pkwy on W/side of R-O-W; Bradenton, FL	Mow, Trim, Edge, Blow	4.61	0	0	0	30
Z3-7	Whitfield Ave- Lockwood Ridge to Prospect Rd (Full ROW; Bradenton, FL	Mow, Trim, Edge, Blow	5.82	0	0	0	30
Z3-8	Tuttle Rd- from Whitfield Ave to 63rd St E (Full ROW); Bradenton, FL	Mow, Trim, Edge, Blow	5.55	0	0	0	30
Z3-9	Upper Manatee Rd- from SR64 to 130 ft North of 2 nd Ave East, Bradenton, FL (Both ROW's + 1 Median @ SR64)	Mow, Trim, Edge, Blow	2.30	0	0	0	30

Zone #4	LOCATION	TYPE OF SERVICE	Estimated Mowing Acres	Estimated # of Shrubs	Estimated # of Trees	Estimated # of Palms	# OF CUTS
Z4-1	University Pkwy- US 301 to I-75; Bradenton, FL (Both ROW's only NO MEDIANS)	Mow, Trim, Edge, Blow	60.53	0	0	0	30
Z4-2	Lakewood Ranch BlvdSR 70 to SR 64; Bradenton, FL (Full ROW + All 10 Ponds)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	56.17	0	172	716	30

SERVICE

Wherever used, the following definitions shall apply in the type of service:

Mow- Cutting of grass

Edging- Trimming of grass from sidewalks, roadways (keeping the edge of asphalt exposed when without curb), curbs Trim- Line whipping of grass from poles, posts, signs, guardrail and other areas not able to be mowed with large mower Blow- Removal of grass from sidewalks, roadways, and driveways by sweeping or blowing

Plant Beds, Trees, Mulch Trim and maintain health of plants, trees and shrubs, mulch all beds annually, fertilize according to plant needs and bid specifications.

BASIS OF AWARD

E.01 BASIS OF AWARD

Award will be made on an <u>All-or-None Total Offer Per Zone Basis</u> to the responsive, responsible bidder having the lowest total offer per zone listed on the Bid Form. Bidders are required to bid all items within a Zone to be responsive. Bidders may bid more than one zone to be responsive. Other cost items (listed on the Bid Form) are not included in determination of award; but may be required for future deletions or additions to the Work in relation to the requirements stated herein.

In order for any single vendor to be considered responsive for more than one zone, they must demonstrate that they have separate crews complete with equipment and a separate crew leader for each Zone.

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 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.

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 60 acres.
- 2. Roadsides, non-continuous in nature, approximately 240 acres.
- 3. Palm tree maintenance, various species, approximately 2169 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).

E.02 BIDDERS QUALIFICATIONS (Continued)

- 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.
- 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.

SECTION F

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on <u>www.mymanatee.org</u>.

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

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

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

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on <u>www.manateechamber.com</u> 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 this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

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

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 proposal opportunities to your business.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.02 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 bidders submit 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.

(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;

IFB 11-3576CD <u>F.02</u> Section 2-26-6. Local preference, tie bids, **local business defined.** (Continued)

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: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum

present and voting, on the 17th day of March, 2009.

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

A. <u>Authorized Representative</u>

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 Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

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

Business Phone Number: _____

Email Address:

C. <u>Business History</u>: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial]___

D. <u>Criminal Violations</u>: 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. <u>Citations or Code Violations</u>: 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. <u>Fees and Taxes</u>: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial]

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

Signature of Affiant_____

STATE OF FLOR COUNTY OF	IDA			
Sworn to (or affirn statement).	ned) and subscribed before me this _	day of	_, 20,	, by (name of person making
(Notary Seal)	Signature of Notary:			
	Name of Notary: (Typed or Printed)_			
Personally Knowr	OR Produced Identification	Type of Identification	n Produced	

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

BID FORM (Submit in Triplicate)

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

RE: <u>"Sealed Bid # 11-3567CD – Landscape Maintenance for Roadway and Stormwater</u> <u>Collection Areas</u>

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.

MPANY NAME:						
AUTHORIZED SIGNATURE: _						
	DATE:					
(Print Name & Title of Signe	er)					
COMPANY ADDRESS:						
TEL. NO.:	FAX NO.:					
FEIN NO.:						
Acknowledge Addendum No.	Dated:					
Acknowledge Addendum No.	Dated:					
Acknowledge Addendum No.						
					Unit Price (Per	
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5	SCHED	ULED MAINTENANCE - LOCATION	TYPE OF SERVICE	Quantity	Cut)	Extended Price
	Z1-1	Bayshore Gardens Parkway- US 41 to 34 th Street West; Bradenton, FL (Full Row)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	/ 1 - /	26th Street West - Cortez Road; Bradenton, FL (South Median)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z1-3	Senrab/San Juan; Casabella Dr.;	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
~	/ 1 - 4	Avenue: Bradenton, EL (Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
ZONE #1	Z1-5	Sunny Shores Sub. entrance @ 115 Street West @ Cortez Road; Bradenton, FL- (2 Medians on 118 th St W from 40 th Ave to 36 th Ave)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	11-6	Highway Maintenance Buildings - 26th Avenue East Including Traffic Control;	Mow, Trim, Edge, Blow, Plant Beds, Tree,	30 cuts	\$	\$
	/1_/	1st Avenue West - 59th Street West to 67th Street West; Bradenton, FL (Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z1-8	61st Street West - Manatee Avenue to 1st Avenue West; Bradenton, FL (Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree,	30 cuts	\$	\$
	Z1-9	Harbor Hills Sub.; Bradenton, FL- Various Islands; Island at convergence of Park Ln & Fontana Ln; Islands @ Harbor Rd intersections w/ Park Dr & Hillcrest Dr	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z1-10	17th Avenue West - 51st Street West to 59th Street West; Bradenton, FL (Median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$

			TYPE OF SERVICE		Unit Price (Per	
		OLED MAINTENANCE - LOCATION	ITPE OF SERVICE	Quantity	Cut)	Extended Price
		Correz, West of 26th St. W; Bradenton,	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z1-12	301 Boulevard & 9th St. West Intersection Area; Bradenton, FL (Full ROW) Pond @ 301 & 9th Street West, 2 medians in front of mall and East ROW only @ corner of 3rd St west and 301	Mow, Trim, Edge, Blow	30 cuts	\$	\$
		Bayshore Gardens Parkway; Bradenton,	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z1-14	119th Street West; Bradenton, FL (Medians)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
#	Z1-15	Avenue; Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
ZONE	71-16	to 43rd Street. West (Includes median at intersection of 53 & 43): Bradenton, El	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	/1-1/	Cortez; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z1-18	Rd (5 ponds Cedar Creek)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
-	Z1-19	ROW)	Plant Beds, Tree, Mulch	30 cuts	\$	\$
	/1-/01	-	Mow, Trim, Edge, Blow, Plant Beds, Tree,	30 cuts	\$	\$
		30th Ave W $- 7^{th}$ St to 16 th St-; Bradenton, FL both sides of ROW + 2 retention ponds	Mow, Trim, Edge, Blow	30 cuts	\$	\$

RE: LANDSCAPE MAINTENANCE FOR ROADWAY AND STORMWATER COLLECTION AREAS

	SCHED	ULED MAINTENANCE - LOCATION	TYPE OF SERVICE	Quantity	Unit Price (Per Cut)	Extended Price
		(3 medians); Bradenton, FL (43 rd St W to 39 th St W)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z1-23	(1 median): Bradenton, El	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	/ 1 - /4	median)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
		57th Avenue - US 41 to 15th Street East; Bradenton, EL (Full Right of Way)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
1	/ I-/n	34th Street West @ 60th Avenue; Bradenton, FL (Pond Only)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
IE #1	21-27	Bradenton, FL (Pond Only)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
ZONE	Z1-28	9th Street East- 301 Blvd to 53rd Ave East; Bradenton FL (Full ROW + pond on east side 700 yards north of SR 70)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z1-29	9th Street East between 59th and 60th Avenue; Bradenton, FL (Pond Only on east side between 59th & 60th Ave)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	71-30	9th Street East @ 61st Avenue; Bradenton, FL (Pond Only @ SE Corner)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	21-31	Bridges on Riverview Blvd (1 East of public boat ramp and 1 West of public boat ramp); Bradenton, FL (4 corners of both bridges)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z1-3Z	Whitfield/Proughton: Proughton/Shapard:	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$

VENDOR NAME: _____

	SCHEDULED MAINTENANCE - LOCATION TYPE OF SERVICE			Quantity	Unit Price (Per Cut)	
		Welcome Sign @ 8400 Block of US 41; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z1-34	802 39th Street West (Vacant Lot); Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z1-35	29th Ave West in Bradenton, FL; 2 Medians (1) on Bus. 41 and (1) on 9th St. West	Mow, Trim, Edge, Blow	30 cuts	\$	\$
ZONE #1	Z1-36	75 St West in Bradenton, FL from Cortez Road to Roundabout and from Roundabout to end of new construction (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
ğ	Z1-37	Vacant Lot on 19th Ave West across from 16 St Ct W, Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z1-38	66th Street Fleet Services Building, 4700 66th Street W, Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Mulch	30 cuts	\$	\$
		YEARLY TOTAL PRICE FOR	R ZONE #1			\$

The following prices shall be used when new locations, not identifed in this bid, are to be added to this Zone during the contract period (or if additional Mulching to an existing locatation is needed).					
		TYPE OF SERVICE	Unit Of Measure	Unit Price	
1#1	1	Mow, Trim, Edge, Blow; For Roadways, Medians, or Ponds	Acre		
ZONE	2	Mow, Trim, Edge, Blow, Plant Beds, Tree; For Roadways and Medians	Acre		
	3	Mulch; For Roadways and /or Medians	Square Foot		

;	SCHED	ULED MAINTENANCE - LOCATION	TYPE OF SERVICE	Quantity	Unit Price	Extended Price
	//-/	Pond, 15th Street East., North of 26th Avenue; Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-2	University Blvd; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	22-3	37th Street East - SR 70 to 39 th St E; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	۲۷-4	Medians; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree,	30 cuts	\$	\$
	//-7	Stormwater Maintenance Building – 5511 39th Street East; Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
		60 th St East - SR 70 to 63rd Ave East (NE ROW Only); Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
: #2		Street East; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
ZONE	Z2-8	27 th Street East - 36 th Avenue East to 38th Avenue East; Bradenton, FL (Full ROW)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-9	sidewalk)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-10	63rd Street East- SR 70 to Linger Lodge Road & Linger Lodge Road to school entrance (ROW w/ Sidewalk); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z2-11	Johnson Rd.; Bradenton, FL (Medians only)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z2-12	of I-275 interchange – 4 corners of bridge & medians)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z2-13	(grassy areas at 4 corners of bridge	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$

:	SCHED	ULED MAINTENANCE - LOCATION	TYPE OF SERVICE	Quantity	Unit Price	Extended Price
		15th St E @ Whitfield intersection (1 median- South of Intersection); Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-15	9th St E - Both ROW's from 4th Ave E to 8th Ave E; West ROW from 8th Ave E to 13th Ave E; and pond on east side 200' north of 4 th Ave; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	22-10	SR 70 from 18th St Blvd E to 22nd St CT E (2 medians); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z2-17	29th ST E – North ROW from 60th Ave E to dead end ; Ellenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-18	60th Ave E from 37th St E (Mendoza Rd) to 32nd St E then from 29th St E to Mall entrance (Full ROW); Ellenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
NE #2	Z2-19	17th St E from 36th Ave E to just past 39th Ave Dr E- s/side only across from Blackburn Elementary; Ellenton , FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
ZONE	22-20	St E; Palmetto, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	//-/1	Vacant lot @ 415 11th St W inside Palmetto City Limits	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-22	Pond- SR 70 @ Natalie Way; Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-23	Sysco entrance (South ROW & 3 medians); Palmetto, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z2-24	w/ sidewalk and guardrail)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-25	Kay Rd Extension- Cypress Creek Blvd from SR64 to Kay Rd; Old Kay Road from SR 64 to Dead End; 1 st Ave NE from Old Kay road to Cypress Creek Blvd and pond north of 1rst Ave NE ; Bradenton, FL (Full	Mow, Trim, Edge, Blow	30 cuts	\$	\$

RE: LANDSCAPE MAINTENANCE FOR ROADWAY AND STORMWATER COLLECTION AREAS

	SCHEDULED MAINTENANCE - LOCATION TYPE OF S			Quantity	Unit Price	Extended Price
	Z2-26	Creekwood Blvd- East ROW w/ sidewalk from 49 th Ave E to 500' East of 69 th St. E.; Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-27	Caruso Road- Medians Only- From SR 70 to 48 th Ave Dr. E.; Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
#2	Z2-28	Buffalo Rd. from 69th St. East to end of new construction (Full ROW + 2 Ponds) and North ROW on both sides of Buffalo Rd @ 69th St E, Palmetto, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
ZONE	Z2-29	17th St. West and East from Bus 41 to Canal Rd., Palmetto, FL (Full ROW + 2 Ponds on both sides of Bayshore Rd.)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
2	Z2-30	US 41 N from 23rd St E to US 301 Exit Ramp in Palmetto, FL (Medians + East ROW @ 23rd St E)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z2-31	North I AUDIV BUE Station I ranelt I Antar	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
		YEARLY TOTAL PRICE FOR	ZONE #2			\$

The following prices shall be used when new locations, not identifed in this bid, are to be added to this Zone during the contract period (or if additional Mulching to an existing locatation is needed).

		TYPE OF SERVICE	Unit Of Measure	Unit Price
#2		Mow, Trim, Edge, Blow; For Roadways,		
++ 	1	Medians, or Ponds	Acre	
Z		Mow, Trim, Edge, Blow, Plant Beds, Tree;		
0	2	For Roadways and Medians	Acre	
Z	3	Mulch; For Roadways and /or Medians	Square Foot	

	SCHED	ULED MAINTENANCE - LOCATION	TYPE OF SERVICE	Quantity	Unit Price	Extended Price
	/ 3-1	Mill Run E- First 600 ft of Medians only from SR64; Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
	Z3-2	Rye Road - SR 64 to North Side of School (West Side ROW w/ sidewalk); Then from Fire Station to Wood Stock Rd (Both sides of ROW) Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z3-3	Honore Ave – From University Pkwy to Tuttle Rd (Full ROW); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
с С			Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
ZONE #3	73-5	Broadway Avenue- from Tuttle Ave to dead end (medians only); Bradenton, FL	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
ZO		Tuttle Rd- from Oak Grove Dr south to University Pkwy on W/side of R-O-W; Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	/ 3-/	Whitfield Ave- Lockwood Ridge to Prospect Rd (Full ROW); Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	73-8	Tuttle Rd- from Whitfield Ave to 63rd St E Full R-O-W & medians); Bradenton, FL	Mow, Trim, Edge, Blow	30 cuts	\$	\$
	Z3-9	Upper Manatee Rd- from SR64 to 130 ft North of 2nd Ave East, Bradenton, FL (Both ROW's + 1 Median @ SR64)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
		YEARLY TOTAL PRICE FOR	ZONE #3			\$

	SCHED	OULED MAINTENANCE - LOCATION	TYPE OF SERVICE	Quantity	Unit Price	Extended Price
The following prices shall be used when new locations, not identifed in this bid, are to be added to this Zone during the contract period (or if additional Mulching to an existing locatation is needed).						
#3		TYPE OF SERVICE	Unit Of Measure	Unit Price		
ZONE		Mow, Trim, Edge, Blow; For Roadways, Medians, or Ponds Mow, Trim, Edge, Blow, Plant Beds, Tree; For Roadways and Medians	Acre			
	3	Mulch; For Roadways and /or Medians	Square Foot			

RE: LANDSCAPE MAINTENANCE FOR ROADWAY AND STORMWATER COLLECTION AREAS

	SCHEDULED MAINTENANCE - LOCATION TYPE OF SERVICE			Quantity	Unit Price	Extended Price
# 4	Z4-1	University Pkwy- US 301 to I-75; Bradenton, FL (Both ROW's only NO MEDIANS)	Mow, Trim, Edge, Blow	30 cuts	\$	\$
ZONE	24-2	Bradenton, FL (Full ROW + All 10 Ponds)	Mow, Trim, Edge, Blow, Plant Beds, Tree, Mulch	30 cuts	\$	\$
			R ZONE #4			\$

Acre

Square Foot

added	l to this	g prices shall be used when new location s Zone during the contract period (or if ad needed).		
#4		TYPE OF SERVICE	Unit Of Measure	Unit Price
NE NE	1	Mow, Trim, Edge, Blow; For Roadways, Medians, or Ponds	Acre	
Z Z	2	Mow, Trim, Edge, Blow, Plant Beds, Tree; For Roadways and Medians	Acre	

For Roadways and Medians

Mulch; For Roadways and /or Medians

2

3

BID FORM (CONTINUED)

(SUBMIT IN TRIPLCIATE) RE: LANDSCAPE MAINTENANCE FOR ROADWAY AND STORMWATER COLLECTION AREAS

	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.			
1	EMERGENCY SERVICES	\$		/ per hour
2	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.	%	/ percen	t markup
3	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:	\$	\$	\$
		DIAMETER TO 3"	DIAMETER 3" TO 6"	DIAMETER OVER 6"
4.	Removal of designated shrubs, diameter at base ground level of plant 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.

Licensed and operating a full-time landscape service within a 100 mile radius of Manatee County for three (3) continuous years:YesNo (check	one)
Current License # Expiration:	
COMPANY NAME UNDER WHICH YOU DO BUSINESS:	
PHYSICAL ADDRESS:	
TELEPHONE NUMBER: FAX:	
Bidding as an individual:; a partnership:; a corporation:; a joint venture:	
Bidder's landscaping service is fully equipped and staffed to maintain this contra- specified herein and has the experience with Florida warm-season turf grass, shrub and botanical maintenance, including fertilizer and pesticide management to provide qu services. Respond with the education, experience or certification of your staff.	bery
Response:	
Name and License # of pesticide applicator:	
Name and Certification # of certified arborist:	

Nun		
Nan	ne of supervisor (scheduling a	nd supervising work):
		: for Crew #1
		: for Crew #2 (If Applicable)
		: for Crew #3 (If Applicable)
		: for Crew #4 (If Applicable)
sho		with shirts with name of vendor displayed, pants, d clean in appearance when on the job site. Pro
Res	ponse:	
Liet	references (within Florida) of	your services that are comparable to this contra
spe	cified herein:	your services that are comparable to this contract
spe	cified herein: CUSTOMER NAME:	
	cified herein: CUSTOMER NAME:	
spe	cified herein: CUSTOMER NAME: CONTACT PERSON:	
spe	cified herein: CUSTOMER NAME: CONTACT PERSON: ADDRESS:	
spe	cified herein: CUSTOMER NAME: CONTACT PERSON: ADDRESS: PHONE NO:	SERVICE PERIOD:
spe	cified herein: CUSTOMER NAME: CONTACT PERSON: ADDRESS: PHONE NO:	
spe	cified herein: CUSTOMER NAME: CONTACT PERSON: ADDRESS: PHONE NO:	SERVICE PERIOD:
spe	cified herein: CUSTOMER NAME: CONTACT PERSON: ADDRESS: PHONE NO: SERVICE DETAILS:	SERVICE PERIOD:
spec	cified herein: CUSTOMER NAME: CONTACT PERSON: ADDRESS: PHONE NO: SERVICE DETAILS: CUSTOMER NAME:	SERVICE PERIOD:
spe	cified herein: CUSTOMER NAME: CONTACT PERSON: ADDRESS: PHONE NO: SERVICE DETAILS: CUSTOMER NAME: CONTACT PERSON:	SERVICE PERIOD:
spe	cified herein: CUSTOMER NAME: CONTACT PERSON: ADDRESS: PHONE NO: SERVICE DETAILS: CUSTOMER NAME: CONTACT PERSON: ADDRESS:	SERVICE PERIOD:

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).

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.







































MARIS 8 AVE

CT W















































































































Zone: 2























					201											
	SCHEDULING AND REPORTING		F MAINTEI /IECHANIC			MAINTEN			TREES	S & SHRUB	S NOTE		SHRUBS TREES		PALMS	ACRE
	MONTH:		& Trash Re each Mowi										2241	919	598	72.18
	MAINTENANCE AREAS: Zone #1													0.0		
		Mowing #1	Mowing #2	Mowing #3	Insect Control	Herbicide	Fungicide	Tree Pruning	Shrub Trimming	Mulching	Hand Weeding	Fertilization				
	FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS TO	O BE PER	FORMED.	IL												
	ZONE 1:															
Z1-1	Bayshore Gardens Parkway- US 41 to 34 th Street West; Bradenton, FL (Full ROW)												100	82	68	1.09
Z1-2	26th Street West - Cortez Road; Bradenton, FL (South Median)												0	0	0	0.02
	Palma Sola Park Sub.; Bradenton, FL (Various Medians; Lot SW corner of Manatee Ave/75 th St W; Islands @															
Z1-3	Senrab/San Juan; Casabella Dr.; Montezuma/DeNarvaez; Mallorca; Casabella/Estremadura; Alhambra/DeNarvaez)												63	166	154	4.96
	Cape Vista Drive - Cortez Road to 43rd Avenue; Bradenton, FL (Median)												21	0		
21-4	Sunny Shores Sub. entrance @ 115 Street West @ Cortez Road; Bradenton, FL- (2 Medians on 118 th St W from 40 th												21	0	15	0.02
Z1-5	Ave to 36 th Ave)												2	1	40	1.09
Z1-6	Highway Maintenance Buildings - 26th Avenue East Including Traffic Control; Bradenton, FL 1st Avenue West - 59th Street West to 67th Street West;												1522	49	17	2.26
Z1-7	Bradenton, FL (Median) 61st Street West - Manatee Avenue to 1st Avenue West;												4	19	20	0.47
Z1-8	Bradenton, FL (Median)												15	3	22	0.54
Z1-9	Harbor Hills Sub.; Bradenton, FL- Various Islands; Island at convergence of Park Ln & Fontana Ln; Islands @ Harbor Rd intersections w/ Park Dr & Hillcrest Dr												20	10	4	0.32
Z1-10	17th Avenue West - 51st Street West to 59th Street West; Bradenton, FL (Median)												0	2	35	0.49
Z1-11	Cortez, West of 26th St. W; Bradenton, FL(Cox Chevy Median)												83	10	0	0.30
	301 Boulevard & 9th St. West Intersection Area; Bradenton, FL (Full ROW) Pond @ 301 & 9 th Street West, 2 medians in front of mall and East ROW only @ corner of 3 rd St west															
Z1-12	and 301 34th Street West - 53rd Avenue to Bayshore Gardens												0	0	0	1.60
Z1-13	Parkway; Bradenton, FL (Full ROW)												0	90	12	0.75

					201											
	SCHEDULING AND REPORTING		F MAINTEN /IECHANIC			MAINTEN CHEMICAL			TREES	S & SHRUE	BS NOTE		SHRUBS TREES PALM		PALMS	ACRE
	MONTH:		& Trash Re each Mowi										2241	919	598	72.18
	MAINTENANCE AREAS: Zone #1	Mowing #1	Mowing #2	⊉ Mowing #3	Insect Control	Herbicide	Fungicide	Tree Pruning	Shrub Trimming	Mulching	Hand Weeding	Fertilization	2241	515		72.10
	FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS TO	O BE PER	FORMED.													
	ZONE 1:															
	Cortez Road SR 684 - 75th Street West to 119th Street West; Bradenton, FL (Medians)												0	90	12	1.96
Z1-15													0	0	0	1.91
Z1-16	53rd Avenue West from 34th Street West to 43rd Street. West (includes median at intersection of 53 & 43); Bradenton, FL (Full ROW)												0	114	12	4.60
	75th Street West from Manatee Ave. to Cortez; Bradenton, FL (Full ROW)												115	117	4	5.09
Z1-18	75th St W between Manatee Ave & Cortez Rd (6 ponds Cedar Creek)												0	0	0	3.63
Z1-19	South of 69th Street West on US 41 @ the Banana Factory; Bradenton, FL (West ROW)												30	20	0	0.20
Z1-20	63rd Ave E from US 41 to 15th ST E; Bradenton, FL (medians only)												25	49	50	6.78
Z1-21	30th Ave W – 7 th St to 16 th St-; Bradenton, FL both sides of ROW + 2 retention ponds Cortez Rd @ Wildwood Commercial Plaza (3 medians);												0	0	0	5.91
Z1-22	Bradenton, FL (43 rd St W to 39 th St W) 60th Ave W along side of Target entrance (1 median);												3	18	0	0.30
Z1-23	Bradenton, FL 66th St W @ Cortez Rd ; Bradenton, FL (South Side- Full												0	1	0	0.02
Z1-24	ROW) 57th Avenue - US 41 to 15th Street East; Bradenton, FL												2	1	12	0.09
	(Full ROW) 34th Street West @ 60th Avenue; Bradenton, FL (Pond												0	32	29	3.58
Z1-26	34th Street West @ 57 th Avenue; Bradenton, FL (Pond												0	0	0	0.57
Z1-27	Only) 9th Street East- 301 Blvd to 53 rd Ave East; Bradenton FL												0	0	0	0.83
	(Full ROW + pond on east side 700 yards north of SR 70)												0	0	0	3.10

					201											
	SCHEDULING AND REPORTING		F MAINTEI MECHANIC			MAINTEN			TREES & SHRUBS NOTE SHRUBS TREES PALMS A			ACRE				
	MONTH:		& Trash Re each Mowi										2241	919	598	72.18
	MAINTENANCE AREAS: Zone #1				_				S		-					
		Mowing #1	Mowing #2	Mowing #3	Insect Control	Herbicide	Fungicide	Tree Pruning	Shrub Trimming	Mulching	Hand Weeding	Fertilization				
	FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS TO	O BE PER	FORMED.													
	ZONE 1:															
74.00	9th Street East between 59 th and 60 th Avenue; Bradenton, FL (Pond Only on east side between 59 th & 60 th Ave)															4.75
Z1-29	9th Street East @ 61st Avenue; Bradenton, FL (Pond Only												0	0	0	1.75
Z1-30	@ SE Corner)												0	0	0	1.80
Z1-31	Bridges on Riverview Blvd (1 East of public boat ramp and 1 West of public boat ramp); Bradenton, FL (4 corners of both bridges)												0	0	0	0.13
	Whitfield Estates Sub - Various Islands @ (Pearl/Whitfield; Macarthur/Ponce Deleon; Whitfield/Broughton; Broughton/Sheppard); Bradenton, FL												36	45	57	
Z1-33	Welcome Sign @ 8400 Block of US 41; Bradenton, FL												0	0	8	0.21
Z1-34	802 39 th St West, Bradenton, FL (Vacant Lot)												0	0	0	0.55
Z1-35	29 th Ave West in Bradenton, FL; 2 Medians (1) on Bus. 41 and (1) on 9 th St. West												0	0	0	0.11
Z1-36	75 St West in Bradenton, FL from Cortez Road to Roundabout and from Roundabout to end of new construction (Full ROW)												200	0	23	11.06
	Vacant Lot on 19 th Ave West across from 16 St Ct W, Bradenton, FL				-								0	0	0	
	66 th Street Fleet Services Building,															
Z1-38	4700 66 th Street W, Bradenton, FL												0	0	0	2.45
	COMMENTS SCHEDULE:								VENDO	DR:						
										SIGNAT	URE/DA	TE:				
	COMMENTS COMPLETION:								VENDOR:							
											URE/DA	TE:				
	MANATEE COUNTY COMMENTS INSPECTION:									CES APP						
									SIGNATURE/DATE:							

	SCHEDULING AND REPORTING		- MAINTEN MECHANIC			/AINTENA HEMICAL	NCE	TREES & SHRUBS NOTE SHRUBS TREE			TREES	PALMS	ACRE			
	MONTH		& Trash Re each Mowii										16016	1007		92.51
	MONTH: MAINTENANCE AREAS: Zone #2		each Mowil	ng									10010	1007	210	92.51
		Mowing #1	Mowing #2	Mowing #3	Insect Control	Herbicide	Fungicide	Tree Pruning	Shrub Trimming	Mulching	Hand Weeding	Fertilization				
	FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS T	O BE PER	FORMED.	1												
	ZONE 2:															
Z2-1	Pond, 15th Street East., North of 26th Avenue; Bradenton, FL												0	0	0	1.74
Z2-2	Lockwood Ridge Rd. South of SR 70 to University Blvd; Bradenton, FL (Full ROW)												1763	561	0	28.43
	37th Street East - SR 70 to 39 th St E; Bradenton, FL (Full ROW)												0	15	23	
	Manatee Palms –SR 64 & 65th Street East Medians Only; Bradenton, FL												0	10	23	0.59
	Stormwater Maintenance Building – 5511 39th Street East; Bradenton, FL												0		0	6.47
	60 th St East - SR 70 to 63rd Ave East (NE ROW Only);															
	Bradenton, FL 63 rd Avenue East - 15th Street East to 28th Street East;												0	0	0	0.51
Z2-7	Bradenton, FL (Full ROW) 27 th Street East - 36 th Avenue East to 38th Avenue East;												134	33	6	3.59
Z2-8	Bradenton, FL (Full ROW) Canal Road / 16th Avenue East - 17th St E to 33rd St E;												0	0	0	1.50
Z2-9	Palmetto, FL (ROW w/ sidewalk) 63rd Street East- SR 70 to Linger Lodge Road & Linger												0	0	0	2.33
Z2-10	Lodge Road to school entrance(ROW w/ Sidewalk); Bradenton, FL												0	0	0	3.50
Z2-11	State Rd 64 From 27 St. East to Morgan Johnson Rd.; Bradenton, FL (Medians only)												13500	303	164	7.40
Z2-12	US 41 at Frog Creek; Palmetto, FL (North of I-275 interchange – 4 corners of bridge & medians)												100	4	6	0.62
Z2-13	Terra Ceia Bridge at US. 19; Palmetto, FL (grassy areas at 4 corners of bridge between the under bridge drive)												250	0	17	1.16
Z2-14	15th St E @ Whitfield intersection (1 median- South of Intersection); Bradenton, FL												0	0	0	0.03
70.45	9th St E- Both ROW's from 4th Ave E to 8 th Ave E; West ROW from 8 th Ave E to 13 th Ave E; and pond on east side													05	4	4.40
	200' north of 4 th Ave; Bradenton, FL SR 70 (53 rd Ave E) from 18th St Blvd E to 22nd St CT E (2												9	35	15	
Z2-16	medians); Bradenton, FL												2	1	3	0.24

	SCHEDULING AND REPORTING		- MAINTEN IECHANIC			MAINTENA HEMICAL	NCE		TREES	& SHRUB	S NOTE		SHRUBS	TREES	PALMS	ACRE
	MONTH:		& Trash Re each Mowii										16016	1007	278	92.51
	MAINTENANCE AREAS: Zone #2			g									10010	1001	210	02.01
		Mowing #1	Mowing #2	Mowing #3	Insect Control	Herbicide	Fungicide	Tree Pruning	Shrub Trimming	Mulching	Hand Weeding	Fertilization				
	FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS T	O BE PER	FORMED.													
	ZONE 2:															
	29th ST E – North ROW from 60th Ave E to dead end ;															
Z2-17	Ellenton, FL 60th Ave E - from 37th St E (Mendoza Rd) to 32nd St E												0	0	0	1.04
	then from 29th St E to Mall entrance (Full ROW); Ellenton,															
Z2-18													0	0	0	2.63
	17th St E from 36th Ave E to just past 39Ave Dr E- s/side															
Z2-19	only across from Blackburn Elementary												0	0	0	0.86
70.00	Vacant lot N/E corner of Canal Rd & 17th St E; Palmetto, FL												0		0	0.00
Z2-20	Vacant lot @ 415 11th St W inside Palmetto City Limits												0		-	÷
	Pond- SR 70 @ Natalie Way; Bradenton, FL												0		÷	
	69th Street East / Erie Road - US 41 to Sysco entrance													-		
Z2-23	(South ROW & 3 medians); Palmetto, FL												0	35	12	1.74
	51st Avenue East - US 301 to 17th Street East / Memphis;															
Z2-24	Ellenton, FL (West ROW w/ sidewalk and guardrail) Kay Rd Extension- Cypress Creek Blvd from SR64 to Kay												0	0	0	0.57
	Ray Rd Extension- Cypress Creek Bivd from SR64 to Ray Rd; Old Kay Road from SR 64 to Dead End; 1 st Ave NE															
	from Old Kay road from SR 64 to Dead End; 1 Ave NE															
Z2-25	1rst Ave NE ; Bradenton, FL (Full ROW)												0	0	0	5.82
	Creekwood Blvd- East ROW w/ sidewalk from 49 th Ave E to												-	-		
Z2-26	500' East of 69 th St. E.; Bradenton, FL												0	0	0	2.54
	Caruso Road- Medians Only- From SR 70 to 48 th Ave Dr.	1											ľ	Ĵ		
Z2-27	E.; Bradenton, FL												0	0	0	2.72
70.00	Buffalo Rd. from 69 th St. East to end of new construction (Full ROW + 2 Ponds) and North ROW on both sides of															0.50
Z2-28	Buffalo Rd @ 69th St E, Palmetto, FL												0	0	0	6

	SCHEDULING AND REPORTING		- MAINTEN IECHANIC			/AINTENA HEMICAL	NCE		TREES	& SHRUB	SHRUBS NOTE SHRUBS TREES PALMS			ACRE		
	MONTH:		& Trash Re each Mowir										16016	1007	278	92.51
	MAINTENANCE AREAS: Zone #2	Mowing #1	Mowing #2	Mowing #3	Insect Control	Herbicide	Fungicide	Tree Pruning	Shrub Trimming	Mulching	Hand Weeding	Fertilization				
	FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS T	O BE PER	FORMED.													
	ZONE 2:															
	17 th St. West and East from Bus 41 to Canal Rd., Palmetto, FL (Full ROW + 2 Ponds on both sides of Bayshore Rd.)												0	0	0	4.71
	US 41 N from 23 rd St E to US 301 Exit Ramp in Palmetto, FL (Medians + East ROW @ 23 rd St E)												0	8	13	0.57
Z2-31	North County Bus Station Transit Center, 729 19 th St W PL, Palmetto FL												258	9	17	0.67
	COMMENTS SCHEDULE:									VENDO	DR: SIGNATI		TC.			
	COMMENTS COMPLETION:									VENDO		UKE/DA				
	MANATEE COUNTY COMMENTS INSPECTION:										SIGNATI					
											SIGNATI	-				

	SCHEDULING AND REPORTING		F MAINTEN //ECHANIC			MAINTENA HEMICAL	NCE	TREES & SHRUBS NOTE SHRUBS TREES PALMS			ACRE					
			& Trash Re													
			each Mowin	ng									256	432	44	83.34
	MAINTENANCE AREAS: Zone #3	Mowing #1	Mowing #2	Mowing #3	Insect Control	Herbicide	Fungicide	Tree Pruning	Shrub Trimming	Mulching	Hand Weeding	Fertilization				
	FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS T	O BE PER	FORMED.		_											
	Pond, 15th Street East., North of 26th Avenue; Bradenton,															
Z3-1	FL												70	23	7	0.27
Z3-2	Lockwood Ridge Rd. South of SR 70 to University Blvd; Bradenton, FL (Full ROW)												0	0	0	8.00
Z3-3	37th Street East - SR 70 to 39 th St E; Bradenton, FL (Full ROW)												150	373	36	48.18
Z3-4	Manatee Palms –SR 64 & 65th Street East Medians Only; Bradenton, FL												33	6	0	5.92
Z3-5	Broadway Avenue- from Tuttle Ave to dead end (medians only); Bradenton, FL												3	30	1	2.69
Z3-6	Tuttle Rd- from Oak Grove Dr south to University Pkwy on W/side of R-O-W; Bradenton, FL Whitfield Ave- Lockwood Ridge to Prospect Rd (Full ROW;												0	0	0	4.61
Z3-7	Bradenton, FL												0	0	0	5.82
Z3-8	Tuttle Rd- from Whitfield Ave to 63rd St E (Full ROW); Bradenton, FL												0	0	0	5.55
Z3-9	Upper Manatee Rd- from SR64 to 130 ft North of 2 nd Ave East, Bradenton, FL (Both ROW's + 1 Median @ SR64)												0	0	0	2.30
	COMMENTS SCHEDULE:									VENDO						
	COMMENTS COMPLETION:									VENDO	SIGNATI DR:	JKE/DA	IE:			
											SIGNATI	JRE/DA	ΓE:			
	MANATEE COUNTY COMMENTS INSPECTION:										ES APP					
											SIGNATI	JRE/DA	TE:			

i					2011											
	SCHEDULING AND REPORTING	N	MAINTEN	AL		MAINTENA HEMICAL	NCE		TREES & SHRU		S NOTE		SHRUBS	TREES	PALMS	ACRE
	MONTH:		& Trash Re each Mowir										0	172	716	116.70
	MAINTENANCE AREAS: Zone #4	Mowing #1	Mowing #2	Mowing #3	Insect Control	Herbicide	Fungicide	Tree Pruning	Shrub Trimming	Mulching	Hand Weeding	Fertilization				
	FILL EACH BLOCK BELOW WITH ONE DATE ON WHICH WORK IS T	O BE PER	FORMED.										,			
Z4-1	ZONE 4: University Pkwy- US 301 to I-75; Bradenton, FL (Both ROW's only NO MEDIANS) Lakewood Ranch BlvdSR 70 to SR 64; Bradenton, FL (Full												0	0	0	60.53
Z4-2	ROW + All 10 Ponds) COMMENTS SCHEDULE:									VENDO	DR:		0	172	716	56.17
											SIGNAT	URE/DA	TE:			
	COMMENTS COMPLETION:									VENDOR:						
	MANATEE COUNTY COMMENTS INSPECTION:									SIGNATURE/DATE: SERVICES APPROVED:						
											SIGNAT	URE/DA	TE:			

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.: <u>11-3576CD – Landscape Maintenance for</u> <u>Roadway and Stormwater Collection Areas</u>, 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

	for	[prin	t individual's name and title]			
	101	[print name of entity submitting sworn statement]				
whose business address is:						
and (if applicable) its Federal Employer Iden FEIN, include the Social Security Number of			(If the entity has no			

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	, 20 <u>0</u>	_by
Personally known	OR Produced identificat	ion	
			[Type of identification]
	My com	mission expires	
Notary Public Signature		-	

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

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6, <u>MANATEE COUNTY PURCHASING CODE</u>

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by _

[print individual's name and title]

	for_
[print name of entity submitting sworn statement]	

whose business address is: _____

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

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

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

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

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

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

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

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

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]	
, 20by	
ion	
[Type of identification]	
ommission expires	
i	, 20 by ion [Type of identification]

[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.

IFB #11-3576CD

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

Chapter 2-35 - LANDSCAPE MAINTENANCE AND FERTILIZER REGULATION

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

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

Sec. 2-35-3. - Definitions.

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

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

ATTACHMENT "D"

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

Sec. 2-35-4. - Applicability.

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

(Ord. No. 11-21, § 1, 5-24-2011)

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

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

the restricted season from June 1 through September 30.

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

(Ord. No. 11-21, § 1, 5-24-2011)

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

Sec. 2-35-10. - Exemptions.

The provisions set forth in subsection <u>2-35-5(a)</u> and <u>section 2-35-6</u> of this chapter shall not apply to the following:

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

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

Sec. 2-35-12. - Enforcement.

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

(Ord. No. 11-21, § 1, 5-24-2011)

Sec. 2-35-13. - Recommendations.

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

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

(Ord. No. 11-21, § 1, 5-24-2011)

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

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

(Ord. No. 11-21, § 1, 5-24-2011)