

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-1146-DS**

Duette Preserve Restoration Phase II: Tree Planting and Prescribed Burn

DATE ISSUED: **April 8, 2013**

DUE DATE: **April 22, 2013 at 3:00 PM**

Clarification of Question Deadline: April 17, 2013 at 2:00 pm

Acceptable methods of receipt:

Email Address: donna.stevens@mymanatee.org

FAX: (941) 749-3034

US MAIL to: Manatee County Purchasing Division Department
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

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Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Request for Quotation as shown with the Minimum Specifications.

Natural Resource Department is requesting furnish and mechanical installation of Longleaf Pine tubelings at Duette Preserve in accordance with the attached documents.

Location of work: 2649 Rawls Road, Duette Florida 34219

Inspection of Site: A site visit is a pre-requisite to quote on this project.

The Quotation shall be all inclusive for services stated in the specifications.

FOR CLARIFICATION/INFORMATION CONTACT:

donna.stevens@mymanatee.org

Authorized for Release _____



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PURPOSE

It is the intent of the County of Manatee to purchase the services requiring furnishing and mechanically installing 326,700 containerized Longleaf Pine tubelings at Duette Preserve in accordance with the attached documents and specifications herein.

SPECIFICATIONS

Vendor must submit quotes strictly in accordance with the Request for Quote specifications.

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. **59-78-0089K** and FL Sales Tax Exempt Cert. (No. **85-801262206C-6**).

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the contractor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or materials involves other contractors who are blameless, then it shall be the responsibility of the contractor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless contractors for any and all additional work or materials required due to the faulty work or materials.

QUALITY TERMS

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

BASIS OF AWARD

Award will be made to the responsive, responsible quoter having the lowest grand total price meeting specifications (Inclusive of all necessary labor, equipment, and material to perform all services described in the Scope of Work). **Inspection of the project site is a prerequisite for award.** The contractor shall give **72 hour notification** to the Senior Engineering Specialist of the Natural Resource Department, Mr. Max Dersch at (941) 748-4501 ext. 4604 prior to commencement of work.

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QUALIFICATIONS OF QUOTER

No person who is not certified as a **Florida Burn Manager** (Florida Department of Agriculture and Consumer Services) on the day the Quote is submitted, and who has continuously held that certification for a period of at least five (5) consecutive years immediately prior to the day the Quote is submitted, may be qualified to quote on this project. In the event that a Quoter is a business organization, including a partnership, corporation, business trust or other legal entity then the Quoter shall only be qualified to quote on this project if: 1) the Quoter (the business organization) is on the day the Quote is submitted, and for at least five (5) consecutive years immediately prior to the day that Quote immediately prior to the day the Quote is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Quoter, on the day the Quote is submitted, has a certified Qualifying Agent, and that Qualifying Agent has been the same Qualifying Agent of the Quoter for a period of at least five (5) consecutive years immediately prior to the day the quote is submitted.

The Contractor shall have a **minimum of five (5) years experience** performing this same type of service.

A photocopy of the license (s) shall be provided at time of quote submittal.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Quoter deemed necessary by the County. Subcontracts shall be awarded only to those Subcontractors considered satisfactory by the County.

LOBBYING

After the issuance of any Request for Quotation, prospective Quoters, or any agent, representative or person acting at the request of such quoter shall not contact, communicate with or discuss any matter relating in any way of the Request for Quote with any officer, agent, or employee of Manatee County other than the Purchasing Official or as directed in the Request for Quotation. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of any Request for Quote, and ends upon execution of the final Contract or when the quotation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

BE GREEN

All Quoters are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability as an attachment to your quote submittal.

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UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only)

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 quotes will include:

1. Quoters showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate quotes.
2. Quoters, quoting prices that substantially deviate, either higher or lower, from those included in the quotes of competitive quotes for the same line item unit costs.
3. Quotes where the unit costs offered are in excess of or below reasonable cost analysis values.
4. Quoters, quoting prices that substantially deviate, either higher or lower, from those included in the quotes of competitive quotes for the same line item unit costs.

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

RESERVED RIGHTS

The County reserves the right to accept or reject any and/ or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County.

REGULATIONS

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

COLLUSION

All vendors, by virtue of submitting their quotes, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

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SAVE HARMLESS CLAUSE

The successful vendor (s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful vendor(s), his employees, agents or assigns.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

ENCLOSURE

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$ 10,000.

The Statement of No Offer (Attachment D) shall be submitted if applicable.

CODE OF ETHICS

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

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

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CANCELLATION

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned and no payment for such defective items shall be due.

INSURANCE COVERAGE

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests' provisions.

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INSURANCE COVERAGE

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County
Board of County Commissioners
Bradenton, Florida 34205

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

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INSURANCE COVERAGE (continued)

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

i. Retainage

(Contract under \$ 100,000)

A **retainage** of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the Contractor. The remaining retainage shall be included in the final payment.

(Contract over \$ 100,000)

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work.

COMPLETION OF WORK

The work will be substantially complete and ready for occupancy with the specific calendar days from the date the Contract Time commences run (upon issuance of Notice to Proceed) The County has the sole authority to select the quote based on the Completion time which is in the best interest of the County. **Only one award shall be made.**

MATHEMATICAL ERRORS

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

SCHEDULE OF VALUES

Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within **ten days** of Notice to Proceed date. The Schedule shall include quantities and prices of items

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SCHEDULE OF VALUES

equaling the total Price and will subdivide the Work into component parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

PROGRESS REQUIREMENTS

The awarded contractor will, at the scheduled Pre-Construction meeting, provide to the County Representative (s) the construction schedule for review and acceptance.

DISCLOSURE

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

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

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**Vendor Registration**

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

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's 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, 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 www.manateechamber.com as well as using the same vendor categories for registration.

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

Quick steps to registration:**www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County Web Site.

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

This will bring up the Vendor Registration form for on-line input. Please note 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.

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

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

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

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

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

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

(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;

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

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
 5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County commission or County administrator, or where such suspension is, in the opinion of the County attorney, required by law.
- (g) To qualify for local preference under this section, **a local business must certify to the County that it:**
1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
 2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
 3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: 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.

END OF SECTION

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

A. Authorized Representative

I, [name] _____, am the [title] _____
and the duly authorized representative of: [name of business] _____

_____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for 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. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

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

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

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

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

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

Signature of Affiant _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2013, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing Division, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205.

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Duette Preserve Restoration Phase II: Tree Planting and Prescribed Burn

DATE DUE: April 22, 2013 at 3:00 PM

To: Manatee County Purchasing Division
1112 Manatee County Government
Bradenton, Florida 34205
Attention: **Donna M. Stevens/ RFQ #13-1146-DS**

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote. We understand that the specifications documents and general conditions in their entirety are made a part of any agreement or contract between the County of Manatee and the successful quoter.

We propose to furnish, Manatee County, the services required to perform required and as defined in accordance with the attached documents and specifications'.

Location of work: 2649 Rawls Road, Duette Florida 34219

In accordance with the technical specifications, as specified herein, at the following price:

Longleaf Pine Tree tubelings (Pinus palustris)	<u>Unit Price</u>	<u>Total Price</u>
Qty <u>326,700</u>	X _____ =	\$ _____

**By submitting your quote you acknowledge that the work will be performed complete
by no later than January 31, 2014.**

Note: In accordance with Florida State Statutes, Section 255.0525, construction projects with a value in excess of \$299,999.99, must be competitively bid with public announcement. Therefore, if your Quote will exceed the statutory threshold of \$299,999.99, it is recommended that you submit a "Statement of No Offer" utilizing the form labeled as Attachment C herein.

Company Name Phone Number

Address Fax Number
City, State, Zip Code

Authorized Signature Date

EMAIL ADDRESS: _____

ACKNOWLEDGE ADDENDUM NO. _____ DATE _____ ACKNOWLEDGE ADDENDUM NO. _____ DATE _____

ACKNOWLEDGE ADDENDUM NO. _____ DATE _____ ACKNOWLEDGE ADDENDUM NO. _____ DATE _____

SITE VISIT PERFORMED (QUOTER) _____ DATE _____

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATIONSWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING CODE

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

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

for _____ [print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
(Continued)

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/hers/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 Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

 [Signature]

STATE OF FLORIDA
 COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____,
 2013 by _____

 [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.

STATEMENT OF NO OFFER

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

Acceptable methods of return:

EMAIL-----see front of Request For Quote.

FAX----- (941) 749-3034

MAIL TO:

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

We, the undersigned, have declined to quote on **RFQ#13-1146-DS**, for the following reason(s):

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

REMARKS PLEASE PRINT

Company Name _____

Company Address _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE

The Quoter warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID/QUOTE.

1. LICENSE #: _____
 COMPANY'S NAME: _____

 CO. PHYSICAL ADDRESS _____
 CITY _____
 _____ (STATE of INCORPORATION, IF APPLICABLE)
 _____ (ZIP CODE)
 (_____) _____ TELEPHONE NUMBER (_____) _____ FAX
 EMAIL ADDRESS: _____

2. Bidding as an individual ___ a partnership: ___ a corporation; ___ a joint venture ___
 3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a

for how many years? _____

Is your firm in bankruptcy? _____

Contractor shall have a minimum of five (5) years experience performing this type of project

The license requirement for this quote is a valid current Florida Certified Burn Manager License (Florida Department of Agriculture and Consumer Services

5. Provide three (3) Letters of Recommendation for related function.

6. Have you ever failed to complete work awarded to you? If so, state when, where. (Contact name, address, phone number) and why?

7. Describe experience, including task performed, and furnish at least five (5) project references with contacts, title, telephone numbers and mailing addresses

8. Will you subcontract any part of this Work? If so, describe which major portion(s):

9. What equipment do you own to accomplish this Work?

10. What equipment will you purchase/rent for the Work? (Specify which)

11. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. _____

2. _____

3. _____

12. If any, list (with contract amount) WBE/MBE to be utilized:

13. Concisely summarize your organization's process to meet the "Be Green" initiative encouraged in note in "Be Green"

14. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (_____) _____

Email _____

END OF CONTRACTOR'S QUESTIONNAIRE

Insurance and Bonding Requirements

Insurance / Bond Type

☒ Worker's Compensation

Required Limits

Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements

☐ Employer's Liability

\$_____single limit per occurrence

☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form

Bodily Injury and Property Damage

\$1,000,000 single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

☒ Indemnification

To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Manatee County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Manatee County.

☒ Automobile Liability

\$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included

☐ Other insurance as noted:

☐ Watercraft \$_____ Per Occurrence

☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.

\$_____ Per Occurrence

☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.

\$_____ Per Occurrence

☐ Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

\$_____ Per Occurrence

☐ Pollution

\$_____ Per Occurrence

☐ Professional Liability

\$_____ per claim and in

the aggregate

\$1,000,000 per claim and in the aggregate
\$2,000,000 per claim and in the aggregate

☐ Project Professional Liability \$_____ Per Occurrence

☐ Valuable Papers Insurance \$_____ Per Occurrence

☐ Bid bond

Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

☐ Performance and
Payment Bonds

For projects in excess of \$100,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

☒ Manatee County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.

☒ The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.

☒ Thirty (30) Days Cancellation Notice required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm

Date

Vendor
Signature

Print Name

Insurance
Agency

Agent Name

Telephone Number

Duette Longleaf Pine Restoration, Phase II (RFQ#13-1146-DS)
Scope of Work:

I. Tree Planting

- Contractor to furnish and install 326,700 containerized, genetically improved longleaf pine tree (*Pinus palustris*) tubelings for planting scheduled for November / December of 2013.
- Trees to be Florida sourced, from no further than 100 miles from planting area in Manatee County.
- Installation to include scalp-cut preparation in rows no more than 10 feet wide through the nine eligible planting areas, approximately 450 acres total.
- Pine trees to be mechanically planted in ground at spacing no greater than 6 feet apart in scalped rows.
- Trees to be delivered from nursery to site on same day in refrigeration.
- All trees to be available for inspection by County staff upon delivery to planting site. Tubelings are to have well developed root structure through the entire container and are to have a root collar of not less than 1/4 inch in diameter. Needles are to be 6-10 inches in length if clipped, or 8-12 inches unclipped.
- Trees to have a guaranteed 90% survival for 90 days, post planting.
- See attached map for location of Phase II planting areas. All areas depicted in green on the map are to be planted.

II. Prescription Burn Requirements

- To aid in planting preparation, the Contractor, may at their option and provided proper authorization from Florida Forest Service and Manatee County Natural Resources, apply prescribed fire to the planting areas.

For a contractor to utilize the option of prescription burn to prep the tree planting area, the following conditions shall apply per Manatee County Natural Resources Department, Florida Statutes (FS) Section 590.125 and Florida Administrative Code (F.A.C.) Chapter 51-2:

- Contractor shall possess an active Certified Burn Manager number through the State of Florida Department of Agriculture and Consumer Services, Florida Forest Service.
- Contractor shall receive written authorization to perform a prescribed burn from the Florida Forest Service and Manatee County Natural Resources Department.
- Contractor shall prepare a prescription of the preparation area prior to receiving a burn authorization from Florida Forest Service.
- Contractor shall act as Burn Boss for the duration of the burn.
- A written prescription must be prepared before a burning authorization is received from the Florida Forest Service formally known as (Department of Forestry) DOF.

Duette Longleaf Pine Restoration, Phase II (RFQ#13-1146-DS)
Scope of Work:

II. Prescription Burn Requirements

- A certified prescribed burn manager shall be on site with a copy of the written prescription from ignition of the burn to its completion.
- Be authorized by the local DOF office or its designated agent before the fire is ignited. The permit (authorization) must be in writing if the burn area is within an area of severe drought emergency (F.S. 590.081 (Severe drought conditions; burning prohibited)).
- Have adequate fire breaks around the planned burn area, and sufficient personnel and firefighting equipment for controlling the fire must be on site.
- Remain within the boundary of the authorized area.
- Have someone present at the burn site until the fire is extinguished (which is defined as no spreading flame).
- On behalf of Manatee County have the specific consent of the landowner or his or her designee.
- Daytime burning authorizations are issued for 9:00 a.m. to one hour before sunset for noncertified burners and to one hour after sunset for certified burners.
- Nighttime authorizations are issued for one hour before sunset to 9:00 a.m., under dispersion indices of 8 or higher and 6 or higher for noncertified and certified burners, respectively.
- Minimum requirements for the prescription shall include stand, site, and fuel description; map of the area to be burned; personnel and equipment to be used; desired weather factors; desired fire behavior; ignition technique; time and date the prescription was prepared; authorization date and time period; an evaluation and approval of the anticipated impact of the proposed burn on smoke-sensitive areas; and signature and number of the certified burn manager.
- Piles or windrows shall be at least 100 feet from paved, public highways; they must be attended at all times; and wind direction must carry smoke from them away from public roads.

Open burning shall not be allowed:

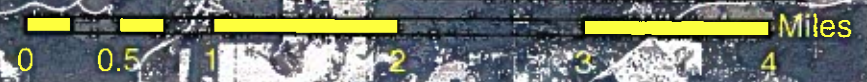
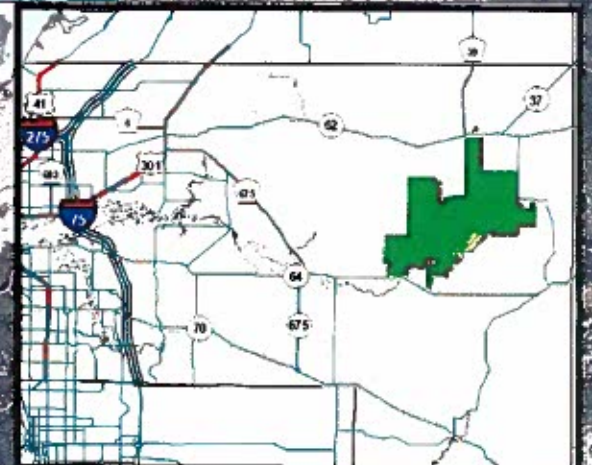
- when the fire or smoke may pose a threat to public health, safety, and property protection;
- in smoke-sensitive areas between one hour before sunset and 9:00 a.m.;
- when visibility on public roads would be reduced to less than 1,000 feet;
- if it reduces visibility at a public airport;
- during air quality or stagnation advisories.

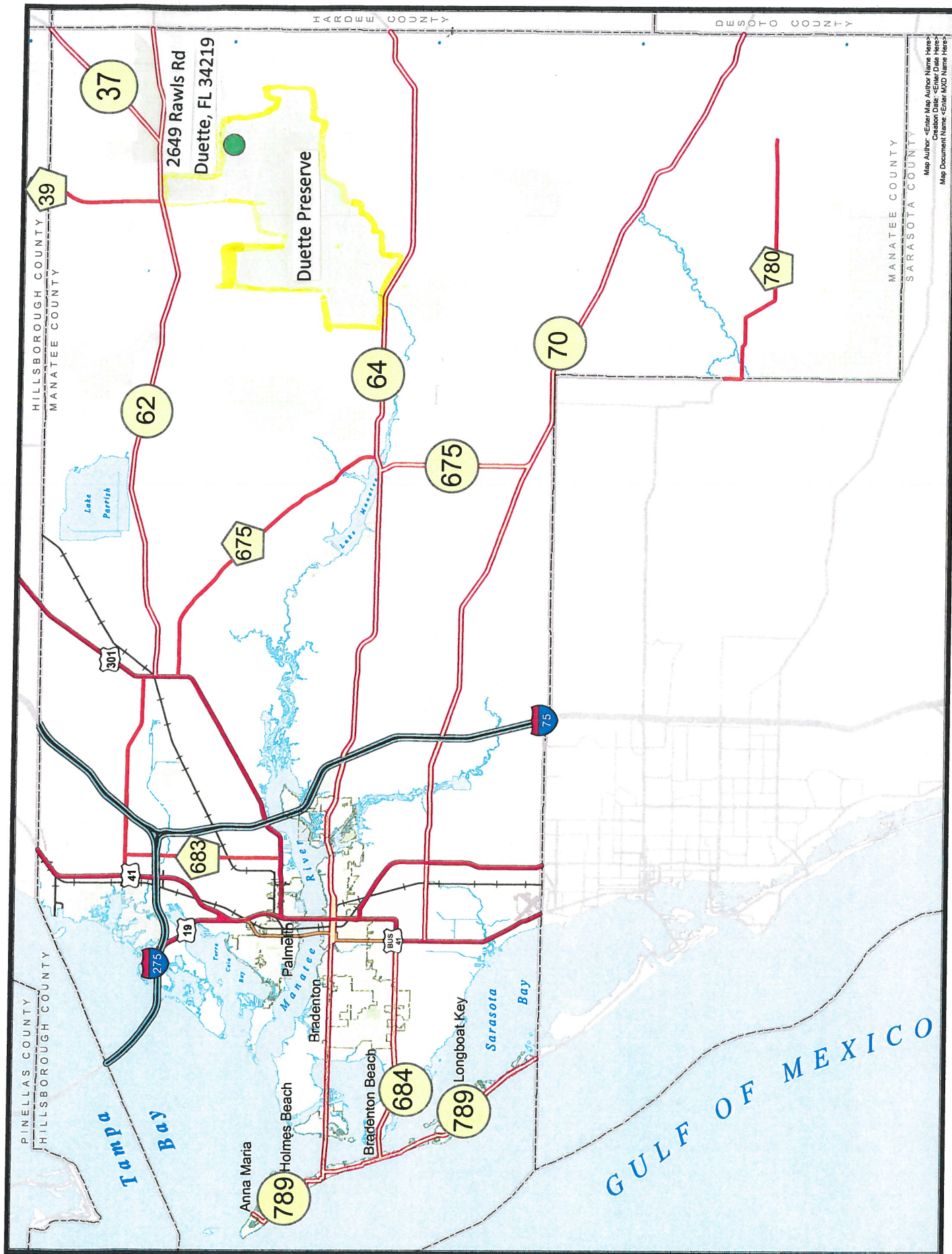
Phase II Duetle Preserve Longleaf Restoration

N



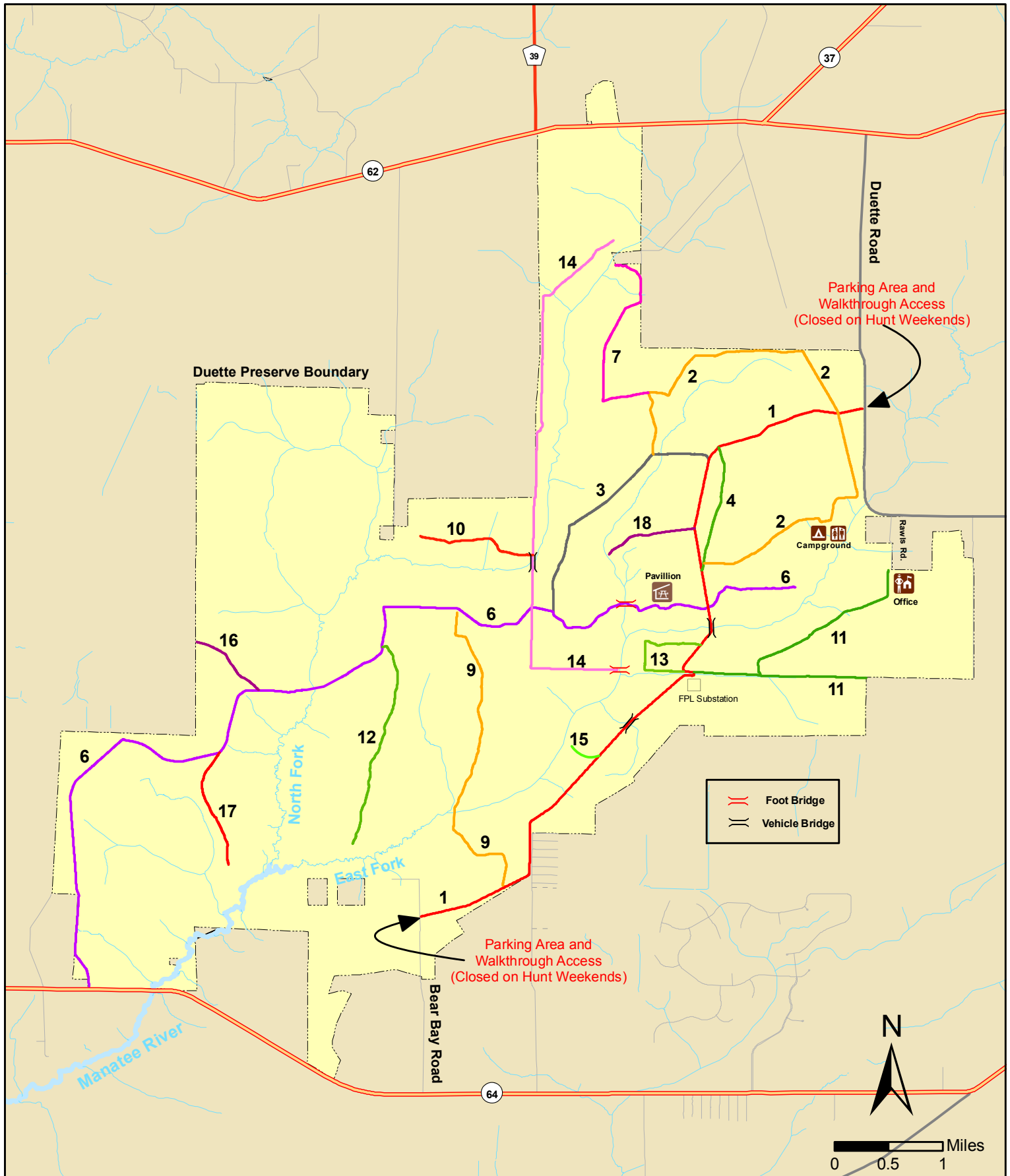
Planting Areas





Map Author - Enter Map Author Name Here
Map Date - Enter Map Date Here
Map Document Name - Enter Map Document Name Here

DUETTE PRESERVE TRAIL MAP



2649 Rawls Road
Duette, Florida 34251
(941) 776-2295 or (941) 745-3723
Trail locations are approximate

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS
NATURAL RESOURCES DEPARTMENT

