

MANATEE COUNTY FLORIDA

REQUEST FOR QUOTATION #16-2382CB

LANDSCAPE MAINTENANCE AND TURF MANAGEMENT

DATE ISSUED: September 13, 2016 DUE DATE: September 28, 2016 at 3:00pm

Manatee County Government
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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 General Conditions and Minimum Technical Specifications.

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive quotations from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein. Clarification deadline is September 20, 2016 at 3:00pm. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

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

AUTHORIZED TO RELEASE;

GENERAL TERMS AND CONDITIONS

OUOTE FORMS

Quotes must be submitted on attached County forms, although additional pages may be attached. Quoters must fully comply with all quotation documents, terms, and conditions.

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this quote document at least twenty-four (24) hours in advance of either activity.

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.

AUTHORIZED PRODUCT REPRESENTATION

The vendor, by virtue of submitting the name and specifications of a manufacturer's product, shall 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.

CLARIFICATION & ADDENDA

Each quoter shall examine all Request for Quote documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotes shall be made through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Quotation, the County will attempt to notify all prospective quoters who have secured same, however, it shall be the <u>responsibility of each quoter</u>, <u>prior to submitting</u> their quote, to contact the Manatee County Purchasing Division (see contact on page 1) to <u>determine if addenda were issued</u> and to make such addenda a part of their quote.

CODE OF ETHICS

With respect to this quote, if any Quoter violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Quoter may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from submitting any future quotes or proposals for work or for goods or services for Manatee County.

The County anticipates all statements made and materials submitted in a quote will be truthful. If a quoter is determined to be untruthful in its quote or any related presentation, such quoter may be disqualified from further consideration regarding this Request for Quotation.

COLLUSION

By offering a submission to this Request for Quotation, the quoter certifies that the quoter has not divulged, discussed or compared their quote with other quoters, and has not colluded with any other quoter or parties to this quote whatsoever. Also, quoter certifies, and in the case of a joint quote each party thereto certifies as to their own organization, that in connection with this quote:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other quoter or with any competitor;
- b. Any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. No attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;
- d. The only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

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.

DISCLOSURE

Upon receipt all inquiries and responses to inquiries related to the Request for Quotation become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes. Quotes/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers.

DISCOUNTS

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

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted supplier list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a quote, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a quote, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit quotes, proposals, or replies on leases of real property to a public entity; s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list; may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner. To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

E-VERIFY

The employment of unauthorized aliens by any successful quoter is considered a violation of Section 274(e) of the Immigration and Employment Act. If successful quoter knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Agreement.

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

The successful quoter shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the successful quoter during the term of the Agreement. The successful quoter shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

INDEMNIFICATION

The successful quoter supplier covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting contract for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

IRREVOCABLE OFFER

Any quote may be withdrawn up until the date and time set for opening of the quote. Any quote not so withdrawn shall, upon opening, constitute an <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 quotes have been duly accepted by the County.

LEGAL NAME

Quotes shall clearly indicate the <u>legal name</u>, <u>address</u> and <u>telephone number</u> of the quoter. Quotes 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 quoter to the submitted quote.

LOBBYING

After the issuance of any Invitation for Bids or Request for Quotation, prospective quoters, proposers or any agent, representative or person acting at the request of such quoter or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Quotations with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Quotations. This prohibition begins with the issuance of any Invitation for Bids, or Request for Quotations, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

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

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.

MATHEMATICAL ERRORS

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

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

MBE/WBE

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

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

MODIFICATION OF OUOTATION DOCUMENTS

If a quoter wishes to recommend changes to the Quotation Documents, the quoter shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the Quotation Documents. The County is not obligated to make any changes to the Quotation Documents. Unless an addendum is issued as outlined in Article A.04, the Quotation Documents shall remain unaltered. **Quoters must fully comply with the Quotation Documents, terms, and conditions.**

QUALITY GUARANTEE

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. 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.

OUOTE EXPENSES

All expenses for submitting quotes to the County are to be borne by the quoter.

REGULATIONS

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

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected. The lowest responsible quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Quotation Documents or otherwise required by the County, and who is fit and capable to perform the quote as made.

To be <u>responsive</u>, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be <u>responsible</u> quoter, the quoter shall have the capability in all respects to perform

fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the quoter. Such information may include, but is not limited to: current financial statements, verification of availability of equipment, personnel, and past performance records.

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. The 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.

TAXES

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

NOTE:

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

BE GREEN

All vendors/bidders/quoters/proposers (as applicable) are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that the reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

SPECIFIC TERMS AND CONDITIONS

PURPOSE

It is the intent of Manatee County to establish an annual contract for landscape maintenance services at the Manatee County Convention Center and Powel Crosley Estate and turf management for the Crosley Estate's Bermuda lawn. It is the specific purpose of this quotation to establish an annual contract for the required services and to secure the cost, availability, and a reliable, experienced contractor to perform these services.

BLANKET ORDER

A Blanket Purchase Order(s) shall be issued as a result of this request for quotation. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County employee will authorize purchases on an "As Required Basis".

SPECIFICATIONS

Contractors must submit quotes strictly in accordance with specifications. Each variance to these specifications must be explicitly stated by the Contractor on the quote form. Should the Contractor not furnish the County a list of exceptions and supporting data, the County will assume the Contractor is quoting in accordance with the specifications.

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 a valid, written release order number and shall have a listing of the dates and location of sites for which payment is requested. An approved Non-Scheduled Authorization Form shall be submitted with an invoice to initiate request for payment for Non-Scheduled maintenance.

ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to Contractors via credit cards. The Clerk will issue a unique credit card number to each Contractor; the card has a zero balance until payments have been authorized.

Contractors shall submit invoices to the remit to address on the purchase order according to the current process after goods are delivered or services rendered. When payments are authorized, an email notification is sent to the Contractor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for Contractors to participate in this program; however, there may be a charge by the company that processes your credit card transactions. Please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com if you are interested in participating in this program.

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in providing services.

Non-scheduled maintenance (additional services not specified herein) are anticipated but the frequency of need cannot be determined at this time. Quoters are to provide pricing for non-scheduled, i.e., emergency and non-emergency services, under the same conditions as stated above per the unit prices quoted. The County reserves the right to competitively bid non-scheduled services or use the quote pricing from the successful low quoter on a case by case basis upon evaluation of the circumstances at the time of need.

CONTRACT TERM AND RENEWAL

This contract shall be for a period of three years, commencing from the date of the award unless renewed or terminated as provided in this quote document. This contract quote shall be automatically extended/renewed beyond the first 12-month contract period for four (4) additional twelve (12) month periods not to exceed a total contract duration of 60 months provided there are no changes of prices, terms or conditions. Written notice of intention not to renew must be submitted by the successful quoter 90 days prior to the end of a contract period. Should any Contractor choose not to renew the quote awarded, the County reserves the right to terminate the Contract with that Contractor and select the next qualified quoter, or re-advertise for those quoted items, or solicit a new Request for Quotation for all items (including multiple quote awards).

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 Contractor 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 quoter or readvertise this procurement in part or in whole.

It is mutually understood and agreed that any award made as a result of this quote may be canceled by the Contractor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of materials and/or services during this 90 day interim provided the County requests delivery during this period.

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

REGULATIONS

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

WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

If any <u>product/service</u> delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the Contractor shall pick up the product from the County at no expense to the County. Also, the Contractor shall refund to Manatee County any money which has been paid for same. The Contractor will be responsible for attorney fees in the event the Contractor defaults and court action is required. If the Contractor cannot meet the service schedule or services for any of the items specified herein, the County reserves the right to procure services from the next lowest responsive, responsible quoter or to solicit new pricing.

QUOTERS QUALIFICATIONS

The Contractor's operation shall be within 100 miles of Bradenton, Florida in order to respond to service requests within a reasonable time. The contractor shall have maintained similar complexity of service, a full-time landscaping service, within this 100 mile radius for a minimum period of two (2) continuous years, and shall have sufficient personnel to accomplish the Work for all locations within a Group.

The Contractor must have sufficient, **maintained** equipment that is **in good working condition** to perform the work specified. The Quoter shall attach a listing of all major equipment they will have available for this contract. The listing shall include a complete description of the equipment, i.e., age, general conditions, maintenance status, etc. <u>At no time shall Contractor perform maintenance on their equipment while on County property.</u>

To demonstrate qualifications to perform the Work, each quoter must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Quoter must be able to provide evidence of Quoter's qualification to do business in the state of Florida. Each quoter shall submit as a portion of their quote a completed Contractor's Questionnaire included as pages 25 through 27 of this quote document.

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

- a. Shrubbery and miscellaneous botanical maintenance.
- b. Palm tree maintenance, various species
- c. Chemical treatment.
- d. Application of fertilizer, insecticides and herbicide by a state licensed member of the Contractor staff or subcontractor, with written notification to the County Contract Manager (CCM) for the Group affected.
- e. Tree trimming to be done by a Certified Arborist with notification in writing to CCM for the Group affected.
- f. Uniformed staff describe attire: shirts, pants, and shoes.
- g. Description of equipment to maintain the area as well as to bring the maintenance equipment to area (age of equipment, general condition).
- h. Name and qualification of supervisor who will be in charge of scheduling and supervising the work.
- i. List all subcontractors and length of time your firm has had a business relationship with the firm you are proposing using as a subcontractor for any portion of the work outlined in this quote.
- j. A minimum of two references substantiating the bidder qualifications to respond to this request must be provided.

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE

a. Landscape Maintenance

Contractor shall furnish all labor, material, equipment, and supervision needed to maintain the landscaping at the Manatee County Convention Center and Crosley Estate locations. The Work includes, but is not limited to, mowing, edging, weeding, fertilizing, bush trimming, tree pruning, use of herbicide, insecticide, fungicide, furnishing and installing plants, (grass, shrubs and trees) shrub, tree, and stump removal. 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.

b. Turf Management

This shall be an all-inclusive agreement to provide monthly, or as needed, professional turf management services/maintenance to maintain the Bermuda grass grounds for the Powel Crosley Estate located at 8374 North Tamiami Trail, Sarasota, Florida, 34243. Manatee County is seeking a professional grounds keeping company to maintain the beauty of the Crosley Estate, an upscale event facility. The facilities grounds consist of approximately 24,000 square feet of Bermuda grass (sketch attached) where events take place with heavy traffic.

Annual turf management as required, included, but not limited to: liquid fertilizer with broad leaf weed control, granular with pre-emergent weed control, liquid fertilizer with systemic insecticide, and granular fertilizer with Bermuda grass seed. Maintenance shall be conducted on Monday, Tuesday, or Wednesday. Quarterly assessments (walk through) with the General Manager or designee to inspect and evaluate performance.

This service/maintenance shall be conducted on a monthly basis or as needed. Adjustments may be the result of a mutual agreement between the contractor and the General Manager or his designee.

MANATEE COUNTY'S LANDSCAPE MAINTENANCE AND FERTILIZER REGULATION ORDINANCE #11-21 OR CHAPTER 2-35 MANATEE CODE OF ORDINANCES

Any landscape professional submitting a quotation shall be in compliance with the following requirements and guidelines.

- a. All granular fertilizers containing nitrogen shall contain no less than 50% slow release nitrogen (SRN) per guaranteed analysis label;
- b. All liquid fertilizers containing nitrogen shall not be applied at a rate exceeding 0.5 lb. nitrogen per thousand square feet (1000 ft²) per application, and no more than 4 lbs. of nitrogen per 1000 ft² in any calendar year;
- c. No fertilizers containing phosphorus shall be applied to turf and/or landscape plants at any time (except where soil tests can demonstrate a phosphorus deficiency);
- d. No fertilizers containing nitrogen shall be applied to turf and/or landscape plants during the restricted season (June 1 through September 30);
- e. All persons applying fertilizer or conducting landscaping activities shall have received the necessary training and certification required by County ordinance and shall display a professional landscaping issued vehicle decal indicating the certification requirements have been met; and
- f. Fertilizers shall not be applied within ten (10) feet of any surface water or seawall.

SITE INSPECTION

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

After 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 Contractor shall prearrange a mutually acceptable date for site inspection with the County's representative for each month's services. The inspection, conducted by the Contractor 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.

PERMITS, LICENSES AND REGULATIONS

- a. All permits and licenses necessary for the completion of the work shall be secured and paid for by the Contractor.
- b. The Contractor shall submit evidence of proper certification and licensing for all applicators contracted to apply pesticides or herbicides on municipal property.
- Applicators contracted to apply fertilizer shall 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.
- d. 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.
- e. 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.

WORKING HOURS

All work shall be performed during regular working hours, dawn until dusk, Tuesday through Thursday at both locations. No work shall be performed on Friday through Sunday due to facility functions, unless prior approval has been obtained from the County due to weather conditions preventing the work from being completed during Tuesday through Thursday. Overtime is NOT permitted and overtime charges shall not be included in the Quoted Price. Non-scheduled (emergency and non-emergency) maintenance, depending upon the circumstances, may require work to be performed during the week at non-regular working hours or weekends as may be requested by the County.

WORK AUTHORIZATION

<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 Contractor 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.

Non-Emergency: Work authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice from the County representative. The written 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 Contractor to the County prior to payment for the value of items or services received and accepted on the basis of such work as authorized.

SUBCONTRACTORS

It is expected that the Contractor shall have in-house capability to provide all the services required by this contract; however, should the Contractor find it necessary to utilize the services of a subcontractor, the Contractor shall first obtain the approval of the County. The Contractor shall also require each subcontractor to adhere to applicable provisions of this contract. The utilization of any subcontractor shall not relieve the Contractor 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 Contractor.

PUBLIC CONVENIENCE AND SAFETY

The Contractor 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 Contractor 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.

SCHEDULED MAINTENANCE

a. Manatee Convention Center:

- 1. <u>All surfaces, roadways, sidewalks, and parking isles</u> shall be maintained so that at no time will any build-up of debris or weeds detract from the appearance of or the safe use of these areas. Clippings shall be blown back into the mowing area and off roadsides, parking lots, and sidewalks after each mowing.
- 2. Turf Maintenance Mechanical:

<u>Mowing frequency</u> - grass shall be cut once per week April through October, and once every other week November through March. 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.

Areas not accessible by power mower and areas along walls, fence, or any obstacles shall be maintained by string trimming to a height of the adjoin areas.

<u>Edging</u> will be done at the time of mowing so no grass extends over the edge of the surrounding surface (roads, sidewalks and planting areas).

Litter control and removal shall be performed prior to each mowing.

<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.

Turf Maintenance- Chemical

<u>Fertilization</u> - Fertilizers shall be applied to the turf one (1) time per year, using a slow release fertilizer that complies with the Florida Urban turf Rule 5E-1.003(2).

https://www.flrules.org/gateway/RuleNo.asp?title=FERTILIZER&ID=5E-1.003

<u>Insect Control</u> - insecticides shall be applied four (4) times per year for the control of pests. Ongoing visual inspection shall be made to correct any problems that may arise between scheduled applications. The Contractor shall keep records on pests identified and treatment used. Fire ants shall be treated as soon as they appear.

<u>Mulching</u> – Furnish and install same type mulch for existing areas as established. All mulched areas are to be replenished twice per year (June and December) unless otherwise directed.

<u>Weed Control</u> - All basins around tree and shrub areas shall be maintained weed free. A non-selective post/pre emergent herbicide shall be used. Hand weeding shall be performed as deemed necessary.

Tree and Shrub Maintenance – Mechanical

<u>Palm trees</u> shall be pruned twice per year and as needed to maintain the health and appearance of the tree as per ANSI 300 standards. Only the dead or dying fronds are to be removed.

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.

<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.

Note - Shrubs and trees, when damaged, shall be pruned immediately.

Tree and Shrub Maintenance - Chemical

Fertilization

<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.

Other trees and shrubs shall be fertilized as surrounding turf is done or as needed to sustain the plant.

<u>Insect Control</u> 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.

<u>Weed Control</u>: Weeds and grass shall be controlled within a two foot radius around trees and shrubs for visual control.

b. Crosley Estate:

Appearance: The grass (St. Augustine, Bermuda and Bahia) shall be scheduled for mowing to maintain a neat and groomed appearance at all times. Hand mowers shall be used in areas where heavy mowing equipment may damage the area. Contractor shall sweep, power blow or vacuum all sidewalks and driveways so that there is no grass, dirt or debris remaining. All debris shall be removed from premises. A neat and groomed appearance shall be maintained at all times.

Turf Maintenance - Mechanical:

<u>Mowing frequency</u> - grass shall be cut once per week, every week, on a Wednesday or Thursday (52 cuts per year). Grass will be maintained at a height of 3 to 4 inches. Contractor shall take precaution to set their mowing heights so as to not scalp or "burn" the turf.

<u>Edging</u> – All curbs, walkways, and driveways within the premises will be done at the time of mowing so no grass extends over the edge of the surrounding surface (roads, sidewalks and planting areas) while maintain a neat and groomed appearance at all times.

Litter control and removal shall be performed prior to each mowing.

<u>Irrigation System</u> – Sprinkler heads shall be kept free from grass over-growth, and all 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.

Turf Maintenance- Chemical

<u>Fertilization</u> - Fertilizers shall be applied to the turf one (1) time per year, using a slow release fertilizer that complies with the Florida Urban turf Rule 5E-1.003(2).

<u>Insect Control</u> - insecticides shall be applied four (4) times per year for the control of pests. Ongoing visual inspection shall be made to correct any problems that may arise between scheduled applications. The Contractor shall keep records on pests identified and treatment used. Fire ants shall be treated as soon as they appear.

<u>Mulching</u> – Furnish and install same type mulch for existing areas as established. All mulched areas are to be replenished twice per year (June and December) unless otherwise directed.

<u>Weed Control</u> - All basins around tree and shrub areas shall be maintained weed free. A non-selective post/preemergent herbicide shall be used. Hand weeding shall be performed as deemed necessary.

Tree and Shrub Maintenance - Mechanical

<u>Palm trees</u> shall be pruned twice per year and as needed to maintain the health and appearance of the tree as per ANSI 300 standards. Only the dead or dying fronds are to be removed.

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.

Shrubs shall be trimmed on a once every other month basis to maintain health, appearance and growth of the plant. Trimming will take into consideration special growing characteristics of the plant, such as pruning after flowering. All shrubs and planter beds shall be free of weeds and grass at all times.

Note - Shrubs and trees, when damaged, shall be pruned immediately.

Tree and Shrub Maintenance - Chemical

Fertilization

<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.

Other trees and shrubs shall be fertilized as surrounding turf is done or as needed to sustain the plant.

<u>Insect Control</u> – 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.

<u>Weed Control</u> – weeds and grass shall be controlled within a two foot radius around trees and shrubs for visual control.

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. All responsible individuals shall be available by telephone, cellular telephone, and/or pager at all times.

LOCATIONS

Manatee County Convention Center: One Haben Boulevard, Palmetto, FL 34221

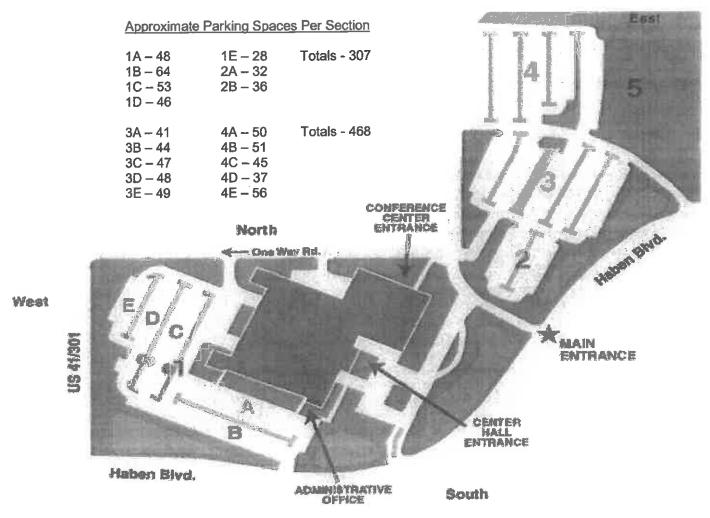
Mow area per specifications. See attached site plan.

Crosley Estate: 8374 N. Tamiami Drive (One Seagate Drive), Sarasota, FL 34243

Mow area per specifications. See attached site plan.

PARKING LOT



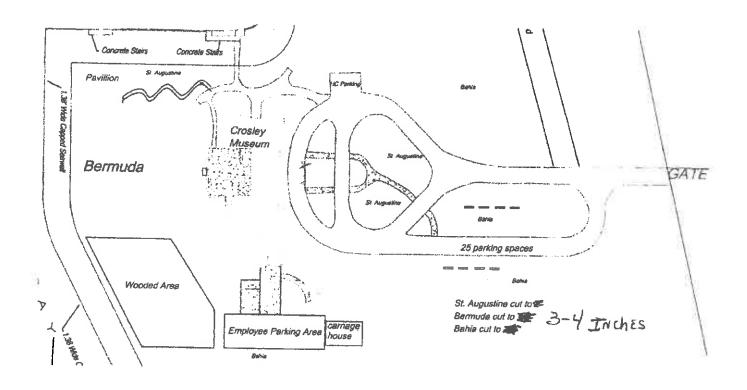


Parking Lot Rental

No 1	B-C-D-E	44,275 square feet	\$475 per day
No. 5	Grass Area	65,340 square feet	\$350 per day

Parking Lot may be rented for non-parking uses for activities booked in conjunction with the rental of the building where there is no conflict with other events. The parking areas have no electrical or water hookups. Parking Lot A,2,3, and 4 are not available for rent.

http://www.bradentongulfislands.com/bradenton-area-convention-center



All grass, no matter the type, shall be maintained at the same height, in order to maintain a neat and groomed appearance at all times.

BASIS OF AWARD

Award(s) will be made on an <u>All-or-None Total Offer per Group</u> basis to the responsive, responsible quoter having the lowest total offer per group listed on the Quotation Form. Each quoter must quote each item within a Group for their quote to be considered responsive. Quoters may quote one or more Groups. The County reserves the right to issue multiple awards. Other cost items, listed on page 20, are not included in the determination of the award but may be required for future deletions or additions to the Work in relation to the requirements states herein. Quoters are also required to accept the terms and conditions of this Request for Quotation and meet the specifications herein. The agreement resulting from the acceptance of a quotation shall be made by issuing a blanket purchase order(s) and be bound by the terms and conditions of the purchase order and the specifications of the Request for Quotation.

QUOTATION FORM

RFQ #16-2382CB

DATE DUE: September 28, 2016 by 3:00pm

RETURN QUOTATION VIA FAX TO (941) 749-3034 or EMAIL TO Charles.Bentley@mymanatee.org

Manatee County Purchasing Attention: Charles Bentley, Buyer

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, meeting each and every specification, term and condition contained in this Request for Quote. We understand the quote specifications, terms and conditions in their entirety shall be made part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

(Print Name and Title of Signer) COMPANY ADDRESS: E-MAIL ADDRESS: PHONE: (DATE:	
	(Print Name and T	itle of Signer)		
E-MAIL ADDRESS: PHONE: ()	COMPANY ADD	RESS:		
E-MAIL ADDRESS: PHONE: ()				
E-MAIL ADDRESS: PHONE: (
	E-MAIL ADDRES	SS:	PHONE: ()-	
FAX: () FEID:	FAX: ()-	FEID:		
Acknowledge Addendum No Dated:				
Acknowledge Addendum No Dated:	Ac	knowledge Addendum No	Dated:	

QUOTE FORM RFQ #16-2382CB LANDSCAPE MAINTENANCE AT MANATEE COUNTY CONVENTION CENTER AND POWEL CROSLEY ESTATE

GROUP A - Convention Center			
Scheduled Maintenance at Manatee County			
Convention Center	Estimated Annual	Unit Price	Extended
One Haben Boulevard,	Quantity	(Per Cut)	Price
Palmetto, FL 34221-4059			
GROUP A Total (Extended Price):	40 cuts	\$	\$
GROUP B - Crosley Estate			
Scheduled Maintenance at Crosley Estate (all grass) 8374 North Tamiami Trail (One Seagate Drive) Sarasota, FL 34243-2049	Annual Quantity	Unit Price (Per Cut)	Extended Price
1)	52 cuts	\$	\$
Turf Management at Crosley Estate (Bermuda grass only) 8374 North Tamiami Trail (One Seagate Drive) Sarasota, FL 34243-2049	Estimated Annual Quantity	Unit Price (Per Application)	Extended Price
2) Liquid fertilizer with broad leaf weed control	1	\$	
3) Granular with pre-emergent weed control	1	\$	
4) Liquid fertilizer with systemic insecticide	7	\$	
5) Granular fertilizer with Bermuda grass seed	3	\$	
GROUP B Total (sum of 1 through 5):		1415,78	

VENDOR:	
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QUOTE FORM (CONTINUED) RFQ #16-2382CB LANDSCAPE MAINTENANCE AT MANATEE COUNTY CONVENTION CENTER AND POWEL CROSLEY ESTATE

1	NON-SCHEDULED MAINTENANCE The following prices are not included in the annual total price above and are to be used on an as needed basis (per work authorization form attached) as authorized by the County. EMERGENCY SERVICES	\$		/ per hour
╠	Enterton Delivious	Ψ		/ por nour
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.	%	/ percent	markun
<u> </u>		70	/ percent	. 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"
	Cut tree and grind stump 6" below ground level:	\$	\$	\$
	Grind stump 6" below ground level:	\$	\$	\$
	Cut and remove tree and stump:	\$	\$	\$
	Cut and remove tree:	\$	\$	\$
L	Remove stump:	\$	\$	\$
		DIAMETER TO 3"	DIAMETER 3" TO 6"	DIAMETER OVER 6"
4.	Complete shrub removal:	\$	\$	\$
	Cost Per hour:	\$		/ per hour
_		<u> </u>		A

VENDOR:		
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MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Vendor Registration

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

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

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

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

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting quotes on www.manateechamber.com 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 quote.

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

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

- (a) Whenever a responsible local business quoter and a responsible non-local business quoter are found, upon the opening of quotes, to have both submitted the lowest responsive quote, the quote of the local quoter shall be awarded the contract. Should more than one responsible local business quoter match the responsible non-local business quoter's lowest responsive quote, or should no responsible local business quoter match the lowest responsive quote but two or more responsible non-local business quoters submit lowest responsive quotes for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any quoters seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the quote announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other quoting opportunities.
- (b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for quotes when the quoter's location materially affects the provisions of the services or supplies that are required by the invitation.

- (c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its quote that for at least six (6) months prior to the announcement of the solicitation of quotes it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.
- (d) Each solicitation for quotes made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a quote pursuant to a request for quotes, all quoters are deemed to understand and agree to those policies.
- (e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
- (f) Local preference shall not apply to the following categories of contracts:
- 1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
- 2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
- 3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- 4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
- F.02 Section 2-26-6. Local preference, tie quotes, local business defined. (Continued)
- 5. Any quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.
- (g) To qualify for local preference under this section, a local business must certify to the County that it:
- 1. Has not within the five years prior to the quote announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
- 2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the quote announcement;
- 3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

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

A. Authorized Representative			
I, [name]	, am the [title]		and the duly authorized
representative of: [name of business] personal knowledge to make informed respon of myself and the business for which I am acti be deemed to understand and agree to the locknowledge to state that this firm complies we required by the Manatee County Code of Law.	ing; and by electing to submocal business preference po with all of the following co	nd the legal authority nit a quote pursuant to plicies of Manatee Co	this Request for Quotation, shall bunty; and that I have the direct
B. Place of Business: I certify that the above has a physical place of business in Manatee, fulltime employee at that location. The	DeSoto, Hardee, Hillsboro	ugh, Pinellas or Saras he location which	sota County with at least one (1)
Business Phone Number:			
Email Address:			
C. Business History: I certify that business op on [date] [Initial		e physical address wi	th at least one fulltime employed
D. Criminal Violations: I certify that within tadmitted guilt nor been found guilty by any criminal law or administrative regulation regard	court or local, state or fede		
E. Citations or Code Violations: I certify the violation of any Manatee County Code provi current appeal within the date of this quote and	ision, with the exception o	f citations or notices	
F. Fees and Taxes: I certify that this business governmental unit or taxing authority within legal appeal. [Initial]			
Each of the above certifications is required to 2-26-6. Signature of Affiant		Local Business" unde	er Manatee County Code of Law
STATE OF FLORIDA COUNTY OF			
Sworn to (or affirmed) and subscribed beforestatement).	ore me this day of	, 20	_, by (name of person making
(Notary Seal) Signature of Notary:			
Name of Notary: (Typed or Printed)			
Personally Known OR Produced Identifi	ication Type of Identi	fication Produced	
Submit executed copy to Manatee County Pure	chasing - Suite 803 - 1112	Manatee Avenue Wes	t - Bradenton, FL 34205

CONTRACTOR'S QUESTIONNAIRE

(Must submit with Quote Form)

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 QUOTE.

(2) continuous years:Yes	pe service within a 100 mile radius of Manatee County for twoNo (check one)
Current License #	Expiration:
COMPANY NAME UNDER WHICH YO	DU DO BUSINESS:
PHYSICAL ADDRESS:	
TELEPHONE NUMBER:	
Quoting as an individual:; a partnership	o:; a corporation:; a joint venture:
has the experience with Florida warm-se	pped and staffed to maintain this contract as specified herein and asson turf grass, shrubbery and botanical maintenance, including ovide quality services. Respond with the education, experience of
-	
Number of employees employed by your b	business: Subcontracted:
Number of employees employed by your by Number of Crews:	ousiness: Subcontracted:
Number of Crews: Name of supervisor (scheduling and super Quoter's staff shall be uniformed with shir	
Number of Crews: Name of supervisor (scheduling and super Quoter's staff shall be uniformed with shir	vising work): ts with name of vendor displayed, pants, and shoes. Uniforms on the job site. Provide a description of attire:
Number of Crews: Name of supervisor (scheduling and super Quoter's staff shall be uniformed with shir shall be neat and clean in appearance when	vising work): ts with name of vendor displayed, pants, and shoes. Uniforms on the job site. Provide a description of attire:

ADDRESS:PHONE NO:SERVICE DETAILS:	SERVICE PERIOD;
PHONE NO: SERVICE DETAILS:	SERVICE PERIOD:
PHONE NO: SERVICE DETAILS:	SERVICE PERIOD:
CUSTOMER NAME:	
CONTACT PERSON:	
	SERVICE PERIOD:
•	
	SERVICE PERIOD:
	. awarded to you! If so, where and why!
ou ever been in contract with M	Ianatee County? If so, name contact and department:
ng a new subcontractor, indicat	years your firm has had a business relationship with them. If you se "new." Phone number for each subcontractor and full address a
	PHONE NO: SERVICE DETAILS: CUSTOMER NAME: CONTACT PERSON: ADDRESS: PHONE NO: SERVICE DETAILS: ou ever failed to complete work ou ever been in contract with M subcontractors and number of y

Have you personally inspecte	d the work locations?	(YES/NO)	
Date(s) Inspected	; With County Staff	(YES/NO))
Name of County Staff	_		
	lems with the sites and your prop	1 1	

Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #16-2382CB

LANDSCAPE MAINTENANCE AT MANATEE COUNTY CONVENTION CENTER AND POWEL CROSLEY ESTATE

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

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

We, the undersigned, have declined to quote on RFQ #16-2382CB, for the following reason(s):
Specifications too restrictiveInsufficient time to respondWe do not offer this product or serviceOur schedule would not permit us to performUnable to meet specificationsSpecifications unclear (explain below)Other (specify below)
REMARKS:
We understand that if we do not submit a quote and this Statement of No Offer 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"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

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

	i statement is submitted to the Manatee County Board of County Commissioners by
[Print indiv	vidual's name and title]
For _	[Print name of entity submitting sworn statement]
whose busi	iness address is
and (if app no FEIN,	licable) its Federal Employer Identification Number (FEIN) is If the entity has include the Social Security Number of the individual signing this sworn statement:
improveme franchise, o	nd that no person or entity shall be awarded or receive an Owner's Agreement for public ents, procurement of goods or services (including professional services) or an Owner's lease, concession or management agreement, or shall receive a grant of Owner's monies unless such person as submitted a written certification to Owner 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 Owner'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 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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

	[Signature]
STATE OF FLORIDA COUNTY OF	
Sworn to and subscribed before me this day of	, 20 by
Personally known OR Produced i	dentification [Type of identification]
	My commission expires
Notary Public Signature	
Print, type or stamp Commissioned name of Notary	Public]

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

Attachment "C

INSURANCE REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance

(inclusive of any amounts provided by an umbrella or excess policy):

| Insurance / Bond Type | Required Limits |

Insurance / Bond Type	Required Limits		
1. Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence This policy shall contain severability of interests' provisions.		
Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ 1,000,000 single limit per occurrence; \$ 1,000,000 aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. This policy shall contain severability of interests' provisions.		
3. Employer's Liability:	\$ 100,000 single limit per occurrence		
4.	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements		
5. Other Insurance, as noted:	a. Aircraft Liability \$ per occurrence 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. b. Installation Floater \$ (to be completed by Risk Manager) If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). c. Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the completion of the Work.		

Insurance / Bond Type	Required Limits		
	d. Pollution \$ per occurrence		
	e. 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		
	f. Project Professional Liability \$ per occurrence		
	g. Property Insurance		
	\$		
	If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).		
	To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and subconsultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.		
	h. U.S. Longshoreman's and Harborworker's Act		
	Coverage shall be maintained where applicable to the completion of the Work.		
	i.		
	\$ per occurrence		
	j. 🔲 Watercraft		
	\$ per occurrence		
	·		
6. Bid Bond:	Bid bond shall be 5% of the total offer of the bid. Bid bond shall be submitted with the bid and shall include project name, location, and / or address and project number.		
	In lieu of the bond, the contractor may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit.		
7. Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.		

Reviewed	by	Risk:	 _

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder 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 successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, 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 successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, 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 successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner 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.
- q. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division <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 <u>shall refer specifically to the bid number and title of the Project, and must read:</u> For any and all work performed on behalf of Manatee County.
- b. Additional Insured: The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
 - 1. The "Certificate Holder" shall be:

Manatee County
Board of County Commissioners
Bradenton, FL

RFQ# 16-2382CB, Landscape Maintenance and Turf Management

For any and all work performed on behalf of Manatee County.

2. Certificate shall be mailed to:

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

Attn: Charles Bentley, Buyer

BIDDER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name:	Date:	
Bidder's Signature:		
Print Name:		
Insurance Agency:		
Agent Name:	Agent Phone:	
Diana rature this completed and a	inned etetement with very bid	

Please return this completed and signed statement with your bid.



Angelina M. Colonneso CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 - Fax (941) 741-4082 P.O. Box 25400, Bradenton, Florida 34206 - www.manateecierk.com

ATTACHMENT D: E PAYABLES APPLICATION

Company name	
Contact person	
Phone number	
Email Address	
FINANCE USE ONI	Y
Open orders: YES or NO PEID CREATE DATE CONFIRMED WITH	
Name and phone num	ber
IFAS	
BANK	Return completed form to: Via email to:
INITIALS	lori.bryan@manateeclerk.com Via fax to: (941) 741-4011 Via mail: PO Box 1000 Bradenton, FL 34206
Revised: September 30, 2015	

Open orders: YES or NO PEID ______ CREATE DATE _____ CONFIRMED WITH Name and phone number IFAS _____ BANK _____ BANK _____ INITIALS ____ Return completed form to: Via email to: lori.bryan@manatecclerk.com Via fax to: (941) 741-4011 Via mail: PO Box 1000 Bradenton, FL 34206

Revised: September 30, 2015