



**REQUEST FOR QUOTATION
RFQ 17-0379GE**

Landscape Maintenance of County Ponds

Manatee County, a political subdivision of the State of Florida, (hereinafter “County”) invites your participation in the following requests for quotes. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Request for Quotes (RFQ) documents in their entirety.

NON-MANDATORY INFORMATIONAL CONFERENCE:

In order to ensure all prospective quoters have sufficient information and understanding of County's needs, an information Conference will be held at: 9:00 AM on March 21, 2017 at the Conference Room 2, Public Works Center, 1022 26th Ave. E., Bradenton, FL 34208. Attendance is not mandatory, but is highly encouraged

DATE ISSUED: March 15, 2017

DEADLINE FOR CLARIFICATIONS REQUESTS: 3:00 PM on March 27, 2017

TIME AND DATE DUE: 3:00 PM on March 30, 2017

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FOR INFORMATION CONTACT:

**George Earnest CPPB, Buyer
PHONE (941) 749-3044 FAX (941) 749-3034
george.earnest@mymanatee.org
Manatee County Financial Management Department
Purchasing Division**

AUTHORIZED FOR RELEASE:

SECTION A
INFORMATION TO QUOTERS

A.01 QUOTATION FORM DELIVERY REQUIREMENTS

Any quotes received after the stated time and date will not be considered. Acceptable methods of delivery of quotes are as follows:

Email Address: george.earnest@mymanatee.org
FAX: (941) 749-3034
US MAIL to: Manatee County Procurement Division
 1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

A.02 QUOTATION FORMS

All blank spaces on the quotation form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the quoter shall write its initials by the change. Any quote may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this RFQ.

A quote made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the quote shall be executed by two or more of the general partners. If made by a corporation, the quote shall be executed by its President or other legally authorized corporate officer or agent.

Quotes must be submitted on attached provided forms, although additional pages may be attached. **Quoters must fully complete all pages of the Quote Forms. Quote Forms must be executed by an authorized signatory who has the legal authority to make the Quote and bind the company. Quoters must fully comply with all requirements of this RFQ in its entirety.** Failure to comply shall result in default of the resulting Contract, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

A.03 MATHEMATICAL ERRORS

Quotation Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the quote.

Quotation Forms with imbedded mathematical formulas:

Interactive Quotation Forms that contain mathematical formulas may be used for automating lengthy and complex quotation forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the quotation form and therefore shall verify that the calculations are correct before submitting their quote.

Regardless of which type of quotation form is used, all quotes shall be reviewed mathematically and corrected by the Purchasing Division, if necessary, using these standards, prior to additional evaluation.

A.04 EXAMINATION OF QUOTE DOCUMENTS AND SITE(S)

It is the responsibility of each quoter before submitting a quote to (a) examine all RFQ documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate quoter's observations with the RFQ documents; and (d) notify the County of all conflicts, errors, or discrepancies in the RFQ documents prior to the deadline for clarification requests.

A.05 NON-EXCLUSIVE

Unless otherwise stated in this quote specification, any contracts resulting from this quote are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this quote through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee County Purchasing Policy. The County reserves the rights to solicit separate quotes for requirements that are a portion of a larger contract quoted as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

A.06 MODIFICATION OF RFQ DOCUMENTS

If a Quoter wishes to recommend changes to the RFQ documents, the Quoter shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the Specifications. County is not obligated to make any changes to the RFQ documents. Unless an Addendum is issued, the RFQ documents shall remain unaltered. **Quoters must fully comply with the RFQ documents in their entirety.**

A.07 CLARIFICATION & ADDENDA

Each quoter shall examine all RFQ documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made through the Manatee County Purchasing Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or others.

3:00 PM on March 27, 2017 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFQ.

This deadline has been established to maintain fair treatment of all potential quoters, while maintaining progression of the Work.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each quoter, prior to submitting a quote**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their quote.

A complete set of the RFQ documents must be used in preparing quotes. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of quote documents.

A.08 CONFIDENTIALITY OF SECURITY RELATED RECORDS

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County’s designated Contract Manager who shall coordinate the County’s response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:

(A) The property owner or leaseholder; or

(B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

(A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

(B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or

(C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term “Security System Plan” includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
2. Threat assessments conducted by any agency or any private entity;
3. Threat response plans;
4. Emergency evacuation plans;
5. Sheltering arrangements; or
6. Manuals for security personnel, emergency equipment, or security training.

A.09 LOBBYING

After the issuance of any RFQ, prospective quoters or their agents, representatives or persons acting at the request of such quoter shall not contact, communicate with or discuss any matter relating to the RFQ with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this RFQ, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an RFQ and ends upon execution of the final agreement or when the RFQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.10 UNBALANCED QUOTING PROHIBITED

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 quote requirements and industry and market conditions, the quote will be presumed to be unbalanced. Examples of unbalanced quotes will include:

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

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

A.11 WITHDRAWAL OF QUOTES

Quoters may withdraw quotes as follows:

- a. After the quotes are opened or a selection has been determined, but before an agreement is signed, a quoter alleging a material mistake of fact may be permitted to withdraw their quote if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a quote must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

Any quote may be withdrawn up until the time and date set for opening of the quote. Any quote not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached RFQ until one or more of the quotes have been duly accepted by County.

A.13 QUOTE EXPENSES

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

A.14 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the quote, to increase or decrease quantities or add related products or services to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of 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 meets or exceeds the quality of goods and/or services set forth in the RFQ documents or otherwise required by County.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the RFQ. **Quoters must fully comply with the RFQ documents in their entirety.**

To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the quote requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to furnish the service requested. Information County deems necessary to make this determination shall be provided by the quoter. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.15 APPLICABLE LAWS

Quoter must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.16 COLLUSION

By submitting a quote in response to this RFQ, quoter certifies that it has not divulged, discussed or compared its quote with any other quoter, 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 resulting agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this quote, if any quoter violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such quoter will be disqualified from eligibility to perform services or provide the goods described in this RFQ, 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.

By submitting a quote, the quoter represents to 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 their quote or any related presentation, such quoter will be disqualified from eligibility to provide the goods and/or services described in this RFQ, 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.

A.18 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a quote to provide any goods or services to a public entity; may not submit a quote with a public entity for the construction or repair of a public building or public work; may not submit quotes on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Procurement Code prohibits the award of any quote to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any 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 matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with 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 such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.19 CONTRACT

The Agreement made as a result of the acceptance of any quote from this Request for Quotes shall be made in the form of a Blanket Purchase Order and the successful Quoter shall be bound by the terms and conditions contained in this Request for Quotes as well as the Purchase Order.

Should a conflict exist between the terms and conditions contained in this Request for Quotes and the resulting Purchase Order, the terms contained in this Request for Quotes shall take precedence.

A.20 TERMINATION OF CONTRACT

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

A.21 PURCHASING COOPERATIVE

It is the intent of this Request for Quotation to include requirements and to obtain quotes on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this quote proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida.

Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.22 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the quote and not shown separately. The prices indicated on the Quotation Form shall be the prices used in determining award.

A.23 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); 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.

The successful quoter shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the quoter's normal tax liability.

A.24 DESCRIPTIVE INFORMATION

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

A.25 DELIVERY

Unless otherwise specified, all prices are to be FOB Destination.

A.26 AUTHORIZED PRODUCT REPRESENTATION

The quoter, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.27 ROYALTIES AND PATENTS

The successful quoter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful quoter shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

A.28 AMERICANS WITH DISABILITIES ACT

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 Quote Opening should contact the person named on the cover page of this RFQ document at least twenty-four (24) hours in advance of either activity.

A.29 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all quoters that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of quote award.

A.30 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. Additional information can be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.31 SUBCONTRACTORS

The successful quoter will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful quoter.

Quoters subcontracting any portion of the work shall include a list of subcontractors along with their quote. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful quoter shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful quoter to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful quoter to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work within the United States shall be employed under this contract.

By submission of a quote in response to this RFQ, the successful quoter commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful quoter to submit an acceptable substitute without an increase in contract sum or contract time.

If successful quoter declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified quoter that proposes to use acceptable subcontractors, who County does not make written objection to.

In the event the successful quoter declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful quoter shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.32 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this RFQ become “Public Records”, and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Quotes become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the quote shall be conducted at the quote opening.

If Owner rejects all quotes and concurrently notices its intent to reissue the solicitation, the rejected quotes are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner withdraws the reissued solicitation. A quote is not exempt for longer than twelve (12) months after the initial notice rejecting all quotes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT OWNER’S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.

Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service.

If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A.33 LOCAL PREFERENCE

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

Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any quote announcement which specifically provides that local preference, as set forth in this section, is 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.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, a local business must provide certification to County by completing an "Affidavit as to Local Business" form which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the quoter to ensure accuracy of the affidavit and notify County of any changes affecting same.

A.34 VENDOR REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at www.mymanatee.org/vendor. If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Purchasing Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation and proposal opportunities to your business.

A.35 ENVIRONMENTAL SUSTAINABILITY

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.

Quoters shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the quote form. In addition, the quoter shall submit a summary of their environmental sustainability initiative along with their quote. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.36 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.37 FUNDING

This quote is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this quote. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this quote, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the quote.

A.38 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

It is hereby made a part of this Request for Quotation that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis.

The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

A.42 **PRECEDENCE**

Statements contained in the Terms and Conditions, Scope of Work, or Quote Summary section of this Request for Quotation, which vary from the information contained in this section A, Information to Quoters, shall have precedence.

END OF SECTION A

SECTION B
TERMS AND CONDITIONS

B.01 PURPOSE

It is the intent of the County of Manatee to enter into an annual contract to maintain the landscaping of various Manatee County ponds and storm water areas. The Work includes, but is not limited to, mowing, edging, weed and aquatic control, herbicide services, and all major and minor repairs pertaining to the landscape maintenance of these locations. It is the specific purpose of this RFQ to secure the cost and a reliable, experienced vendor to perform these services.

B.02 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to this agreement. Within the term of this Agreement, the CCM shall have the authority specifically delegated to him as well as the authority to transmit instructions, receive information, interpret and define the policy of the County and make decisions pertinent to services covered by this Agreement. The CCM shall have the right, from time to time, to designate such other County employees as he desires to serve in his absence and may delegate to such other all or part of the authority delegated to him herein. The County reserves the right to designate a different CCM, provided that the Contractor is given written notice thereof.

The CCM shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of the work under this Agreement. The CCM shall give careful and reasonable consideration to the findings and recommendations of the Contractor and to respond in a timely manner so as not to unduly delay the Contractor's work.

B.03 ASSIGNMENT OF CONTRACT

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title, or interest therein, or his power to execute such Agreement, 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.

B.04 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this item B.03, is beyond the control and without the fault or negligence of the party seeking relief.

B.05 BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this quote. A Blanket Purchase Order number, only when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases under this contract.

Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The Contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County's Representative.

B.06 LIQUIDATED DAMAGES

When the successful Contractor fails to perform the services required in this RFQ, the County will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, the successful Contractor shall agree to the following liquidated damages:

- A. If the successful Contractor fails to perform under the terms of the RFQ, the County will incur damage. After every mowing cycle (cut), if the successful Contractor fails to complete the contracted areas, the Contractor will be notified by telephone, facsimile (FAX), or electronic mail (E-Mail) by the CCM immediately after inspection. Proof of areas not completed will be provided by the CCM to the Contractor by the end of the inspection day, and will include a time and date stamp. If the performance failure is not corrected to the satisfaction of the County before the next scheduled mowing cycle, the County will incur damages; and liquidated damages of \$100 per occurrence will be deducted from payments due the Contractor.

B.07 PRICES & TERM

Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quotation Form. 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 delivering all supplies and materials to the point of delivery

B.08 CONTRACT TERM

This contract shall be for a period of one year, commencing from the date of issuance of the Blanket Purchase Order, unless renewed or terminated as provided in this RFQ document.

B.09 RENEWAL

If not cancelled by the Contractor or the County, this term agreement shall be automatically extended/ renewed beyond the first one (1) year of the contract period for four (4) additional contract years providing there are no changes of prices, terms or conditions. Written notice of intention not to renew must be submitted by the successful Contractor 90 days prior to the end of the contract period for any contract year. The contract period begins with the issuance of the Blanket Purchase Order. Should the Contractor choose not to renew the agreement, the County reserves the right to terminate the Contract with that Contractor and select the next qualified quoter or solicit a new Request for Quote.

B.10 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Written notice of intention to request a change in price must be submitted by the successful Contractor 90 days prior to the end of the contract period for any contract year. The contract period begins with the issuance of the Blanket Purchase Order. The County reserves the right to, negotiate a change in pricing, terminate the Contract with that Contractor and select the next qualified quoter or solicit a new Request for Quote.

B.11 PAYMENT (Net 45)

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 Blanket Purchase Order number, Release Order number and shall have a listing of the dates and location of mowing sites for which payment is requested. For Non-Scheduled services an approved Non-Scheduled Authorization Form shall be submitted with an invoice to initiate payment requests in accordance with above.

B.12 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including commencement of the Work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the vendor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified quoter or re-advertise this procurement in part or in whole.

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

The County reserves the right to terminate a contract (or item award) by giving 30 days written notice of intention to terminate if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract.

B.13 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the Contractor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the 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 supplier defaults and court action is required.

B.14 INDEMNIFICATION

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

B.15 DEFINED AREAS

This landscape maintenance program is to be engaged in the areas designated in the specifications (ponds, stormwater areas) and graphically presented on the attached maps.

B.16 OTHER CONTRACTORS

The successful Contractor shall directly interface with other contractors who do work or influence areas to be maintained, such as Manatee County Public Works, GTE ground work, FP&L ground and tree work, and other landscaping and irrigation maintenance contractors

END OF SECTION B

SECTION C
SCOPE OF WORK

C.01 **SCOPE OF WORK**

The Contractor shall furnish all labor, material, equipment, and supervision needed to maintain the landscaping along various Manatee County ponds, stormwater locations, right of ways and adjacent roadways priced on a “per cut” basis. The Work includes, but is not limited to, mowing (rough cut and finish cut), edging, brush trimming, line whipping, and the use of herbicide with blue colorant. **It shall be the responsibility of the Contractor to verify the type of mowing to be accomplished and the equipment needed to meet these specifications.** At no time shall grass, vines or brush be growing on or growing through a fence that is County owned. This will be maintained utilizing manual, mechanical, or herbicide control. Herbicide use must be approved by the CCM and consideration to type of vegetation must be given. Trees that grow from private property will be cut back even with the fence at all times to ensure complete mowing of the designated area. If there is not a fence, then brush will be cut to the Right Of Way (ROW) line.

C.02 **DAMAGE MITIGATION**

In the event the Contractor damages the turf, plants, 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.

C.03 **SITE INSPECTION**

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

After contract award, monthly site visits are required for scheduling the Work for the next month 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 CCM for each month’s services. The inspection, conducted by the Contractor and the CCM using the Schedule of Task / Payment Authorization Form, shall be used for the County’s authorization for payment for services completed. Each day’s completed work will be sent via email to the CCM for inspection. This ensures compliance and the opportunity to correct any issues before the next scheduled mowing cycle. The next month’s schedule will accompany the final invoice for the completed month so that it can be discussed at the monthly meeting.

C.04 PERMITS, LICENSES AND REGULATIONS

1. All permits and licenses necessary for the completion of the work shall be secured and paid for by the Contractor.
2. The Contractor shall submit evidence of proper certification and licensing for all applicators contracted to apply herbicides on municipal property.
3. All site supervisors and managers of professional landscape companies shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35, Section 2-35-1.b no later than November 19, 2012.
4. All employees of lawn and landscape companies who are not site supervisors, managers or clerical personnel shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35, Section 2-35-1.c no later than November 19, 2012.

C.05 WORKING HOURS

All work shall be performed during regular working hours, 8:00 a.m. until dark, Monday through Friday. Saturday and Sunday work may be accomplished, upon prior approval from the CCM, if weather conditions prevent the work from being completed during regular working hours. Overtime is NOT permitted and overtime charges shall not be included in the Quote 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.

C.06 WORK AUTHORIZATION

Scheduled: Each month's Work shall be completed as delineated on the Schedule of Task / Payment Authorization Form resulting from the inspection conducted by the Contractor and CCM. The form will be supplied to the Contractor at time of award. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

Emergency: Work authorization for non-scheduled maintenance for emergency work shall be initiated with a verbal contact (followed by written documentation) by the CCM 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 CCM. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the service, and schedule for final performance inspection. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

Authorization Form: For Scheduled, Emergency, and Non-Emergency Work, a copy of the original invoice and the applicable Form shall be provided by the Contractor to the County prior to payment for items or services received and accepted by the County.

C.07 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 to or resolve all related issues. All Contractor contacts for this agreement shall be available by telephone or cellular telephone.

C.08 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 comply with the Florida Department of Commerce Safety Regulations and any local safety regulations.

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.

C.09 SCHEDULED MAINTENANCE

As a summary, all ponds and stormwater areas covered by this specification and the resulting agreement shall be serviced at the same level. The following tasks must be completed with each Full Service Event (described as a "cut" on the Quote Price Form) for each roadway:

- Mow- Cutting of grass.
- Edging- Trimming of grass from sidewalks, roadways (keeping the edge of asphalt exposed when without curb) and curbs.
- Trim- Line whipping of grass from poles, posts, signs, guardrail and other areas not able to be mowed with large mower.
- Blow- Removal of grass from sidewalks, roadways, and driveways by sweeping or blowing.
- Weeding – Mechanical or chemical weed control of fence lines, curbs or sidewalks.
- Trees – Trimming trees and shrubs.

Service details are as follows:

A) Ponds

- 1) Grass areas around ponds will be mowed per the schedule below and include the following criteria.
 - a. Grass shall be mowed from fence line or edge of Right of Way (ROW) to the current waterline as the time of the service (cut). This may include littoral shelves if the pond is dry. Dry ponds will be mowed in their entirety per the designated map unless reviewed and adjusted by the CCM.
 - b. All native plantings, trees and aquatic vegetation within the waterline or littoral shelf shall remain unmolested.
 - c. Grass clippings shall not be directed or blown into any body of water.

- d. Fence lines shall remain vegetation free at all times. This includes any and all vegetation that grows on or through the fence line.
- e. Brush or trees encroaching through fence lines or into the ROW line (shown on maps) shall be cut back to the fence line or ROW line as needed through the duration of the contract.
- f. Grass will be maintained at a height of 3 to 4 inches in all Tier 1 finish cut areas and 4 to 6 inches in Tier 3 rough cuts areas. Therefore, additional mowing may be required due to the amount of rainfall and additional cuts will be determined by the CCM.
- g. Litter removal shall be completed before each cut and include the entire area from fence line or ROW line to the water's edge.

B) Right of Ways and Roadsides

- 1) Grass areas in ROWs and along roadways will be mowed per the schedule below and include the following criteria.
 - a. Grass shall be mowed from edge of ROW to edge of ROW or from edge of ROW to edge of pavement/back of curb or back of sidewalk.
 - b. Grass clippings shall not be directed or blown into the roadway, stormwater system or any body of water.
 - c. Fence lines shall remain vegetation free at all times. This includes any and all vegetation that grows on or through a fence line.
 - d. Brush and trees encroaching through fence lines or into the ROW line (shown on maps) shall be cut back to the fence or ROW line as needed through the duration of the contract.
 - e. Grass will be maintained at a height if 3 to 4 inches in Tier 1 and Tier 2 service level areas and 4 to 8 inches in Tier 3 rough cut areas. Therefore, additional mowing may be required due to the amount of rainfall and additional cuts will be determined by the CCM.
 - f. Litter removal shall be completed before each cut and include the entire area from ROW line to ROW line or inside of the entire fenced area.

C) Authorization for Chemical Maintenance Activities

- 1) Prior to the start of any maintenance activity requiring the use of chemical agents such as herbicides, the Contractor shall obtain the approval of the CCM for the type, rate of application, method of application, and areas/locations for the proposed application. All chemicals must comply with all Federal, State and local requirements.
- 2) The Contractor shall use only licensed personnel as appropriate to the chemical being used to perform chemical applications and shall submit that license number and applicator name with their quote submittal.

- 3) The Contractor shall be responsible for the proper cleaning of all equipment used and the proper disposal of all empty and partially used containers in compliance with all Federal, State and local requirements.

D) Ditch and Swale Maintenance – Chemical

Spraying of these areas shall be done with an aquatic herbicide with the prior approval of the CCM as needed to eliminate any unwanted visible growth in the areas that retain water. Spraying shall be accomplished when there is growth beyond normal in the bottom of ditches and swales.

E) Maps

Color aerial maps of all site locations are included in this quote document outlining the areas to be maintained for each location. If any interested quoter is unable to print in color, or if the clarity is not clear, the maps are available for pick-up at the Manatee County Purchasing Office.

C.10 TIER MAINTENANCE LEVELS AND FREQUENCY

A) Tier 1:

All areas listed in the Tier 1 schedule shall be cut 30 times per year. Three (3) times per month from April 1 to September 30 and two (2) times per month from October 1 to March 31. The mowing height shall be maintained at 3 to 4 inches and each cut will also include line whipping, edging, brush/tree trimming, and herbicide application as needed.

B) Tier 2:

All areas listed in the Tier 2 schedule shall be cut 18 times per year. Two (2) times per month from April 1 to September 30 and one (1) time per month from October 1 to March 31. The mowing height shall be maintained at 3 to 4 inches and each cut will also include line whipping, edging, brush/tree trimming, and herbicide application as needed.

C) Tier 3:

All areas listed in the Tier 3 schedule shall be cut 12 times per year. One cut per month. The mowing height shall be maintained at 4 to 8 inches and each cut will also include line whipping, edging, brush/tree trimming, and herbicide application as needed.

Occasionally, the County requires bush hog mowing by the acre to the same mowing height as Tier 3 services. But excluding all other Tier 3 services. This will only include mowing. The estimated quantity for this service listed on the Quote Form is based on an annual estimate and not an expectation of a per service quantity.

C.11 DEFINITIONS

- A. Roadsides – The area from county roadsides which are from back of curb to back of curb or edge of pavement to edge of pavement, sidewalks, walls, berms, hedgerows, or major natural preserves providing physical separation of subdivisions from the roadway. This includes fence lines, guardrails, etc. All county assets should be clear and visible.

- B. ROW, Edge of Pavement or Back of Curb – The use of the term “Full ROW”, “Edge of Pavement”, and or “Back of Curb” in a location’s description shall mean both sides of the Right of Way and all medians and bike lanes in between.
- C. Cut – Includes all specified tasks/work. No “Cut” shall ever be declared complete unless all activities and requirements for each service cycle has been completed.
- D. Stormwater Retention Ponds - the area surrounding a listed stormwater retention pond, between the water line and the property line or up to and including fences.

C.12 ADDITIONS TO THE SERVICE LIST

The County anticipates the need to add ponds, and possibly remove ponds, from service during the life of the agreement. This will be handled by using the Unit Price Per Cut as listed on the Quote Form for a pond in closest proximity to the pond being added or removed. The Unit Price Per Cut will be divided by the acres of the pond listed on the Quote Form to determine a price per acre. This price per acre will be used to calculate a Unit Price Per Cut to add the new pond to (or remove the deleted pond from) the Contractor’s service requirement and invoicing. The CCM will notify the Contractor in writing of their intention to change the ponds being serviced. A Blanket Purchase Order Change Order shall be issued to reflect the alterations.

END OF SECTION C

SECTION D
QUOTE SUMMARY

D.01 BASIS OF AWARD

Award will be made on an **All-or-None Total Offer Per Tier Basis** to the responsive, responsible quoter having the lowest total offer per Tier as listed on the Quote Form. Quoters are required to quote on all items within a Tier to be responsive. Quoters may quote on more than one Tier. All prices listed shall be on a Unit Price Per Cut basis, not a cost per acre. In order for any single Contractor to be considered responsive for more than one Tier, they shall be required to demonstrate that they have separate crews, complete with equipment and a separate crew leader, for each Tier.

Whenever two or more quotes which are equal with respect to price, quality and service are received, a quote received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both quotes or neither quote is received from a local business, the award shall be determined by a chance drawing conducted by the purchasing office and open to the public.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its 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.02 QUOTERS QUALIFICATIONS

To respond to service requests within a reasonable time, the Contractor's operation shall be within 100 miles of Bradenton, Florida (as measured by Google Maps). For familiarity with the local terrain and climate, the Contractor shall have maintained similar complexity of service, as a full-time landscaping service within this 100 mile radius for a minimum period of three (3) continuous years, and shall have sufficient personnel to accomplish the Work.

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

1. Ponds – located throughout an area of similar size and of a similar quantity.
2. Chemical treatment of ditches and swales.
3. Application of herbicide by a state licensed member of the Contractor staff or subcontractor, with written notification to Owner, Manatee County, and County Contract Manager (CCM).
4. Uniformed staff - describe attire: shirts, pants and shoes.
5. List of sufficient, well maintained equipment to perform the work to include the description, age, and general condition of the equipment.
6. Name and qualification of supervisor who will be in charge of scheduling and supervising the work.
7. List all your proposed subcontractors for any and all work outlined in this bid, and length of your business relationship.
8. A minimum of two references substantiating the bidder qualifications to respond to this request must be provided.
9. Experience with wetland mitigation area maintenance and repair, to be done by a licensed aquatic operator (with prior written approval of the CCM).

END OF SECTION D

SECTION E

INSURANCE AND BONDING 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 Procurement 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
1. X Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. X Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>1,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. X Employer's Liability:	\$ <u>100,000</u> single limit per occurrence
4. X Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. Other Insurance, as noted:	a. <input type="checkbox"/> 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. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.

Insurance / Bond Type	Required Limits
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>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).</p> <p><i>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 sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman’s and Harborworker’s Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
6. <input type="checkbox"/> Bid Bond:	<p>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.</p> <p>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.</p>
7. <input type="checkbox"/> Payment and Performance Bond:	<p>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.</p>

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.

- g. 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 Procurement Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: 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
IFB# 16-2978GE, Roadway Landscape Maintenance
For any and all work performed on behalf of Manatee County.
 - 2. Certificate shall be mailed to:
Manatee County Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: George Earnest CPPB, Buyer

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a bid to this IFB, the bidder agrees should the bidder's bid be accepted, **to execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If Owner enters into an Agreement with a bidder, or if Owner rejects any and/or all bids, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing Work, the successful bidder shall obtain, for the benefit of and directed to Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful bidder of its obligation under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the successful bidder to provide the Payment and Performance Bond shall be approved by Owner prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Surety of such bonds shall be in an amount equal to 100% of the Contract Price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to Owner. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing Work, the successful bidder shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, Owner will make no payment to the successful bidder until the successful bidder has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of Owner at any time to require performance by the successful bidder of any provisions set out in the resulting Agreement will in no way affect the right of Owner, thereafter, to enforce those provisions.

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: _____

Please return this completed and signed statement with your bid.

QUOTATION FORM

DATE DUE: 3:00 PM on March 30, 2017

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: insert name, insert title
Or via email: George.earnest@mymanatee.org
Or via Fax @ (941) 749-3034

RE: RFQ 17-0379GE for Landscape Maintenance of County Ponds

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

We understand that the quote specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all reprourement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

_____ DATE: _____
(Print Name & Title of Signer)

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

EMAIL.: _____

Acknowledge Addendum No. ____ Dated: _____

Public Contracting & Environmental Crimes Attachment "B"
Contractor's Questionnaire & References Attachments "C & D"
Insurance Requirements Worksheet Attachment "E"

QUOTE PRICE FORM
RFQ 17-0379GE, LANDSCAPE MAINTENANCE OF COUNTY PONDS

TIER 1 = 30 Cuts per year at 3 to 4 inches in height				
Pond #	Location	Acres	Price Per Cut	Extended Cost: Per cut X 30 cuts
1	McCollum Lakes, lake A	1.6	\$	\$
21 A	9 th St E @ 61 st Ave	1.61	\$	\$
21 B, C	9 th St E @ 59 th Ave	0.82	\$	\$
29 & 30	North pond @ 60 th Ave btwn 1 st & 3 rd St E	0.77	\$	\$
39	9 th St E retention pond north of 53 rd Ave E	0.5	\$	\$
46	Pond north of 26 th Ave E off 15 th St E	1.98	\$	\$
47	Pond at 57 th Ave W and 34 th St W	1.29	\$	\$
53, 54 B, 54 C	75 th St W	1.44	\$	\$
55 D, E & F	American Legion off 75 th St W south of entrance	2.4	\$	\$
56	Pond @ southeast corner of 53 rd Ave W & 43 rd St W	0.48	\$	\$
59 A, B & C	Lockwood Ridge Rd north of Glenbrook Dr.	2.04	\$	\$
59 D, E & E-1	Lockwood Ridge Rd south of Whitfield Ave.	4.46	\$	\$
59 F, G	Lockwood Ridge Rd north of 63 rd Ave E	2.85	\$	\$
60	Pond between 8 th & 9 th St E and 13 th Ave E	0.37	\$	\$
64 A	63 rd Ave @ Episcopal church	1.78	\$	\$
64 B	Pond @ 5 th St W and 63 rd Ave	0.34	\$	\$
64 C	63 rd Ave E @ lift station	0.77	\$	\$
64 D	Pond at 13 th St E & 63 rd Ave	1.26	\$	\$
65 A, B & C	3 ponds on 30 th Ave W – fenced with cypress trees	2.19	\$	\$
66	905 Manatee Ave E, behind Vanguard Pharmacy	0.49	\$	\$
70 A	Tallevast Rd. @ Pearce Drain south of Tallevast	1.08	\$	\$
71 A, B	9 th St. W Extension retention pond	2.53	\$	\$

COMPANY NAME: _____

TIER 1 = (continued)				
30 Cuts per year at 3 to 4 inches in height				
Pond #	Location	Acres	Price Per Cut	Extended Cost: Per cut X 30 cuts
76 A, B & C	57 th Ave east of 14 th St W, north side	2.43	\$	\$
78	Post Office – 24 th St East	0.29	\$	\$
80	60 th Ave E, north of Government Hammock	0.3	\$	\$
83	SR 70 @ Natalie Way, NW corner	0.53	\$	\$
86 A, B & C	Honore Ave	5.83	\$	\$
86 D & E	Honore Ave DET-1 & DET-2	1.45	\$	\$
86 F & G	Honore Ave lakes north of fire station	0.67	\$	\$
90	Jackson Park; 308 17 th St West	1.12	\$	\$
94	Tax Collector 819, 301 Blvd. W, pond in front by sidewalk	0.5	\$	\$
95	23 rd St E @ US 41 Palmetto	0.82	\$	\$
97	63 rd Ave E, north side	0.47	\$	\$
103	El Conquistador Pkwy, 0.46 miles S of 53 rd Ave W (s. side)	0.82	\$	\$
104A	El Conquistador Pkwy, 0.63 miles NW of Champ Row (s. side)	1.52	\$	\$
105B	El Conquistador Pkwy, 0.18 miles NW of Champ Row (s. side)	0.34	\$	\$
127A & B	Manatee Fleet Bldg, 26 th Ave E	0.55	\$	\$
141	44 th Ave E to the east of Taylor Rental	0.45	\$	\$
143	SW Corner of 15 th St Ct E @ 51 st Ave E	0.25	\$	\$
144 & 145	99 th St E	0.43	\$	\$
146	800' south of US Hwy 301 on Ft. Hamer	0.49	\$	\$
TIER 1 Total (sum of Extended Costs):			\$	
For award purposes				

COMPANY NAME: _____

QUOTE PRICE FORM, RFQ 17-0379GE

TIER 2 = 18 Cuts per year at 3 to 4 inches in height				
Pond #	Location	Acres	Price Per Cut	Extended Cost: Per cut X 18 cuts =
61 A & C	Buckeye Rd. retention pond southeast corner	1.1	\$	\$
61 B, D, E & F	Buckeye Rd. retention pond northwest corner	5	\$	\$
72	Kay Rd extension north of Walmart	0.58	\$	\$
76 D	57 th Ave east of 15 th St E	2.61	\$	\$
81 C & D	60 th Street East	0.68	\$	\$
96 A & B	El Conquistador Pkwy – South of 53 rd Ave W	0.89	\$	\$
98 A, B & C	Buffalo Rd., across from 70 th St E intersection	2.54	\$	\$
99 E & F	17 th St West at intersection with Bayshore Rd.	1.07	\$	\$
2076 & 2173	Creekwood Blvd./44 th Ave E Creekwood Park ponds	4.94	\$	\$
2283, 2285, 2286	44 th Ave E @ 18 th St E & 15 th St E	4.57	\$	\$
TIER 2 Total (sum of Extended Costs):			\$	
For award purposes.				

COMPANY NAME: _____

QUOTE PRICE FORM
RFQ 17-0379GE, LANDSCAPE MAINTENANCE OF COUNTY PONDS

TIER 3 = 12 Cuts per year at 4 to 8 inches in height				
Pond #	Location	Acres	Price Per Cut	Extended Cost: Per cut X 12 cuts
67 A, B & C	17 th Street E Palmetto, west of 28 th St Ct (north of 17 th)	1.21	\$	\$
89	4750 75 th St West	1.46	\$	\$
99 A, B, C & D	17 TH St E Ponds (vicinity of 6 th Ave E)	11.58	\$	\$
Bush Hog Mowing		Estimated Quantity	Price Per Acre	Extended Cost
Bush Hog Mowing (non-scheduled, as needed, per acre)		20 X	\$ =	\$
TIER 3 Total (sum of Extended Costs): For award purposes.			\$	

COMPANY NAME: _____

END OF QUOTATION FORM

QUESTIONNAIRE ATTCHMENT "A"

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.

1. Licensed and operating a full-time landscape service within a 100 mile radius of Manatee County for three (3) continuous years: _____ Yes _____ No (check one)

Current License # _____ Expiration: _____

COMPANY NAME UNDER WHICH YOU DO BUSINESS:

PHYSICAL ADDRESS: _____

2. Bidding as an individual:___; a partnership:___; a corporation:___; a joint venture:___.
3. Bidder's landscaping service is fully equipped and staffed to maintain this contract as specified herein and has the experience with Florida warm-season turf grass, botanical maintenance and maintaining vegetation around ponds and wetlands including chemical weed control. Respond with the education, experience or certification of your staff.

Response:

Name and License # of herbicide applicator: _____

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

Number of crews: _____

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

_____ : for Crew #1

_____ : for Crew #2 (If Applicable)

_____ : for Crew #3 (If Applicable)

_____ : for Crew #4 (If Applicable)

6. Bidder's staff shall be uniformed with shirts with name of Contractor displayed. Uniforms shall be neat and clean in appearance when on the job site. Provide a description of attire:

Response:

7. List references (within Florida) of your services that are comparable to this contract specified herein:

1. CUSTOMER NAME:

CONTACT PERSON: _____
ADDRESS: _____

PHONE NO: _____ SERVICE PERIOD: _____
SERVICE DETAILS: _____

2. CUSTOMER NAME: _____

CONTACT PERSON: _____
ADDRESS: _____

PHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

8. Have you ever failed to complete work awarded to you? If so, where and why?

9. List the current contracts you have (including with Manatee County) and when they expire:

10. List all Subcontractors and number of years your firm has had a business relationship

with them. If you are proposing a new Subcontractor, indicate "new." Phone number for each Subcontractor and full address are required. (Use additional sheets).

Name and License # of Aquatic Operator (If subcontracted): _____

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

END OF ATTCHMENT "A"

Attachment "B"
STATEMENT OF NO QUOTE

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 No.: 17-0379GE Landscape Maintenance for County Ponds, for the following reason(s):

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

REMARKS:

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

END OF ATTACHMENT "B"

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5, SECTION 2-26-54,
MANATEE COUNTY PURCHASING CODE

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

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

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

whose business address is: _____

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

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

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

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

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

Personally known _____ OR Produced identification
[Type of identification]

Notary Public Signature My commission expires _____

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

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

END OF ATTACHMENT "C"