

# INVITATION TO QUOTE ITQ 18R067931GE

#### POROUS PAVING SYSTEM FOR EAST BRADENTON PARK

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") invites your participation in the following Invitation To Quote (ITQ). The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the ITQ documents in their entirety.

#### **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: 3:00 PM on January 18, 2018 at the East Bradenton Park, 1119 13<sup>th</sup> Street East, Bradenton, FL 34208. Attendance is not mandatory, but is highly encouraged

**DATE ISSUED:** January 8, 2018

**DEADLINE FOR CLARIFICATIONS REQUESTS:** 3:00 PM on January 23, 2018

TIME AND DATE DUE: 3:00 PM on January 26, 2018

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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 Procurement 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 ITQ.

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 ITQ 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 reprocurement 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 Procurement 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 ITQ 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 ITQ documents; and (d) notify the County of all conflicts, errors, or discrepancies in the ITQ 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 Procurement Policy. The County reserves the rights to solicit separate quotes for requirements that are a portion of a larger contract quote/bid 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 ITQ DOCUMENTS

If a Quoter wishes to recommend changes to the ITQ 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 ITQ documents. Unless an Addendum is issued, the ITQ documents shall remain unaltered. **Quoters must fully comply with the ITQ documents in their entirety.** 

#### A.07 CLARIFICATION & ADDENDA

Each quoter shall examine all ITQ 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 ITQ shall be made through the Manatee County Procurement Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or others.

3:00 PM on January 23, 2018 shall be the deadline to submit to the Procurement Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this ITQ.

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 <u>responsibility of each quoter</u>, <u>prior to submitting a quote</u>, to contact the Procurement Division (see contact information on the cover page) to <u>determine if any addenda were issued</u> and to make such addenda a part of their quote.

A complete set of the ITQ 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 ITQ, 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 ITQ with any officer, agent or employee of Manatee County other than the Procurement Official or the contact identified on the first page of this ITQ, 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 ITQ and ends upon execution of the final agreement or when the ITQ 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, bids, 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 Procurement 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 <u>irrevocable offer for a period of ninety (90) days</u> to sell to Manatee County the goods or services set forth in the attached ITQ 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 and to increase or decrease quantities 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 <u>lowest</u>, 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 ITQ documents or otherwise required by County.

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

To be a <u>responsible</u> 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 Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

#### A.16 COLLUSION

By submitting a quote in response to this ITQ, quoter certifies that it has not divulged, discussed or compared its quote with any other quoter, and <u>has not colluded</u> 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 ITQ, 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 ITQ, 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 Procurement 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 Procurement 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 ITQ shall be made in the form of a Purchase Order and the successful Quoter shall be bound by the terms and conditions contained in this ITQ as well as the Purchase Order.

Should a conflict exist between the terms and conditions contained in this ITQ and the resulting Purchase Order, the terms contained in this ITQ 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 ITQ 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 ITQ 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 ITQ 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 disa'ility status. This non-discrimination policy involves every aspect of County's func'ions including one's acce's 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 ITQ 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 ITQ 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 <a href="http://www.osd.dms.state.fl.us/iframe.htm">http://www.osd.dms.state.fl.us/iframe.htm</a> 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 ITQ, 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 ITQ become "Public Records", and shall be subject to public disclosure consistent with Florida Statues, 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. 11eorge.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 ITQ 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 <a href="https://www.mymanatee.org/vendor">www.mymanatee.org/vendor</a>. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and <a href="mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:mailto:m

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 <a href="www.mymanatee.org/vendor">www.mymanatee.org/vendor</a>. 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 Procurement 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, bid 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 <a href="mailto:lori.bryan@manateeclerk.com">lori.bryan@manateeclerk.com</a>.

#### 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 ITQ 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.

Therefore, the 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.39 PRECEDENCE

Statements contained in the Terms and Conditions, Scope of Work, or Quote Summary section of this ITQ, 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 Manatee County to establish an agreement with a qualified contractor to provide and install TRUEGRID PRO PLUS permeable pavers at the East Bradenton Park, 1119 13<sup>th</sup> Street East, Bradenton, FL 34208. The project shall be completed to the County's satisfaction by May 1, 2018. It is the specific purpose of this quotation to establish an agreement for the required services to secure cost and availability.

#### **B.02** 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.03** 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.04 PRICES & TERM**

Quoters shall quote unit prices, F.O.B. destination, including all discounts in accordance with unit of quantity indicated on Quote Form. The prices quoted shall be firm for the contract period and shall include payment in full for all transportation, labor, and equipment used in providing the services as specified herein.

#### **B.05 PAYMENT** (Net 45)

Payment shall be a lump sum payable after the completion and acceptance of the project by the County. Within forty-five (45) days after completion by the contractor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate the Purchase Order number.

#### **B.07 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 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.

#### **B.08** INDEMNIFICATION

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

#### **B.09 REGULATIONS**

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

#### **B.10** CONFORMANCE TO SAFETY RULES AND REGULATIONS

Awarded Quoter shall conform to all safety, site rules and regulations affecting the services. These include but are not limited to: keeping public areas free of waste materials, caution tape, cones, removing all rubbish from site(s) daily before leaving the premises and strictly adhering to all local and/or State safety codes.

END OF SECTION B

#### SECTION C SCOPE OF WORK

#### C.01 CONTRACTOR RESPONSIBILITIES

- A. Excavate areas designated for paving according to attached site plan. All excavation shall be in accordance with product manufacturer's specifications.
- B. Grade base in such a way that maintains existing slope degree and direction.
- C. Include a geotextile separation layer between ground and base.
- D. Install flexible porous paving system according to product manufacturer's specifications.
- E. Fill paving system cavities with pea gravel and sand using means set forth by product manufacturer for ADA compliance.
- F. Any products damaged by actions not in accordance with specifications will be replaced by the contractor at no cost to Manatee County.
- G. Pave only areas designated on site plan.
- H. Contractor shall provide a 3 year warranty on product installation. If at any time during the warranty period it is determined that product system damage is attributed to installer neglect, the entire damaged area shall be replaced by the contractor at no cost to Manatee County.
- I. Contractor shall provide and install all material required to complete the project in its entirety.

#### C.04 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, street or trail shall be closed to the public, except with the permission of the County.

#### **C.05 WORK SITE REQUIREMENTS**

- A. The entrance to the construction area is to be blocked at all times during this project to prevent patrons from entering the site.
- B. The Contractor is to remove any loose debris/trash from the site at the end of each work day.
- C. All park rules are to be obeyed by the Contractor and any approved subcontractors, to include but not be limited to, the use of drugs and alcohol.

#### C.06 WORK AUTHORIZATION

The work schedule and time of completion shall be coordinated with and acceptable to the Project Manager for Manatee County before any work is to commence. This is to give the park patrons sufficient notice of park closure.

#### C.07 WORKING HOURS

All work shall be performed during regular park operating hours unless otherwise agreed to in advance by the Project Manager.

#### END OF SECTION C

## SECTION D QUALIFICATIONS AND BASIS OF AWARD

#### **D.01** MINIMUM QUALIFICATIONS OF QUOTERS

The Contractor shall have been in this line of business for at least three (3) years in the state of Florida at the same address. The Contractor shall supply three (3) references of current similar contracts on the Questionnaire/References form. All quoters must submit with their quote the Questionnaire/References form included herein.

#### **D.02** BASIS OF AWARD

An award shall be made to the lowest responsive, responsible quoter, meeting all specifications.

Whenever two or more quotes are equal with respect to price, the quote received from a local business shall be given preference in award.

Whenever two or more quotes are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable "green" products, materials, or supplies, they shall be given preference in award.

Whenever two or more quotes which are equal with respect to price are received, and neither of these quotes are from a local business, and neither of these quotes provides documented "green" products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

**END OF SECTION D** 

#### **SECTION E**

#### **INSURANCE AND BONDING REQUIREMENTS**

The successful quoter 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 quoter shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits		
1. Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence This policy shall contain severability of interests' provisions.		
Commercial General     Liability: (Occurrence Form -     patterned after the current ISO     form)	Bodily Injury and Property Damage \$ 1,000,000 single limit per occurrence; \$ 2,000,000 aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.  This policy shall contain severability of interests' provisions.		
3. Employer's Liability:	\$ 100,000 single limit per occurrence		
4. Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements		
5. Other Insurance, as noted:	<ul> <li>a.  Aircraft Liability</li> <li>\$ per occurrence</li> <li>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.</li> <li>b.  Installation Floater \$</li> <li>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 quoter 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).</li> <li>c.  Maritime Coverage (Jones Act)</li> <li>\$ per occurrence</li> <li>Coverage shall be maintained where applicable to the completion of the Work.</li> </ul>		

Insurance / Bond Type	Required Limits			
	d. Pollution \$ per occurrence			
,	e. Professional Liability			
	\$ per claim and in the aggregate			
	<ul> <li>\$1,000,000 per claim and in the aggregate</li> </ul>			
	<ul> <li>\$2,000,000 per claim and in the aggregate</li> </ul>			
	f. Project Professional Liability \$ per occurrence			
	g. Property Insurance \$			
	If the resulting Agreement includes construction of or additions to above ground buildings or structures, quoter shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).			
	To the extent that property damage is covered by commercial insurance, Owner and successful quoter agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful quoter shall require a similar waiver of subrogation from each of its quoter personnel and subconsultants, to include Special Consultants; successful quoter shall provide satisfactory written confirmation to Owner of these additional waivers.			
	h. 🔲 U.S. Longshoreman's and Harborworker's Act			
	Coverage shall be maintained where applicable to the completion of the Work.			
	i.   Valuable Papers Insurance \$ per occurrence			
	j.   Watercraft \$ per occurrence			
6. Bid Bond:	Bid bond shall be 5% of the total offer of the bid. Bid bond shall be submitted with the bid and shall include project name, location, and / or address and project number.			
	In lieu of the bond, the contractor may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit.			
7. Payment and Performance Bond:	Payment and Performance Bond shall be submitted by quoter for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.			

Reviewed by Risk: Sinda Reasing

#### **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 quoter has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful quoter 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 quoter's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful quoter for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful quoter or successful quoter'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 quoter 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 quoter 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 quoter) 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 quoter 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 quoter 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 quoter's standard form of subcontract shall be approved by the Owner.

**Waiver of Subrogation.** Owner and successful quoter 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 quoter 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 quoter 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 quoter. Such insurance shall comply with the Florida Workers' Compensation Law. The successful quoter shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

#### By way of its submission of a bid hereto, quoter:

- a. Represents that quoter 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 quoter 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 quoter to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that quoter 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 quoter. Successful quoter 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 quoter from its insurer and nothing contained herein shall relieve successful quoter of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful quoter hereunder, successful quoter shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful quoter 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 quoter 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 quoter for such coverage(s) purchased. If successful quoter 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 quoter under this Agreement or any other agreement between Owner and successful quoter. 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 quoter by the Contract Documents shall be the sole responsibility of the successful quoter.

#### **Certificate of Insurance Requirements:**

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division <u>before operations are begun</u>. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also <u>shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.</u>
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful quoter 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 quoter 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:
  - The "Certificate Holder" shall be:
     Manatee County
     Board of County Commissioners
     Bradenton, FL
     ITQ 18R067931GE, Porous Paving System for East Bradenton Park
     For any and all work performed on behalf of Manatee County.
  - Certificate shall be mailed to: Manatee County Purchasing 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 quoter agrees should the quoter'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 quoter 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 quoter further agrees that in case the quoter 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 quoter, 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 quoter 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 quoter 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 quoter 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 quoter 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 quoter 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 Purchasing Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, Owner will make no payment to the successful quoter until the successful quoter 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 quoter. Failure of the successful quoter 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 quoter or re-advertise this IFB. If another quoter is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the quoter as though they were originally the successful quoter.

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

#### **QUOTER'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.

Quoter Name:	Date:
Quoter's Signature:	
Print Name:	
Insurance Agency:	
Agent Name:	Agent Phone:

Please return this completed and signed statement with your quote.

**END OF SECTION E** 

#### SECTION F QUOTATION FORM

#### DATE DUE: 3:00 PM on January 26, 2018

To: Manatee County Procurement 1112 Manatee Avenue West, Suite 803 Bradenton, Florida 34205

Attention: George Earnest CPPB, Buyer Or via email: george.earnest@mymanatee.org

Or via Fax @ (941) 749-3034

#### RE: <u>ITQ 18R067931GE POROUS PAVING SYSTEM FOR EAST BRADENTON PARK</u>

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 the Invitation To Quote.

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 reprocurement costs, damages, and attorney fees as incurred by the County.

Provide and install TRUEGRID I permeable pavers as per the Scope and Technical Specifications at Bradenton Park as a lump sum. Comp project to the County's satisfaction b 2018.	of Work the East leting the	\$
We certify here by signature that we l	have visite	d the work site(s) on this date:
Name		Date
(Print Name & Title of Signer)  COMPANY ADDRESS:	DATE:	
TEL. NO.:		
Acknowledge Addendum No Da	ated:	

**END OF QUOTATION FORM** 

#### ATTACHMENT "A" - CONTRACTOR'S QUESTIONNAIRE

## ITQ 18R067931GE POROUS PAVING SYSTEM FOR EAST BRADENTON PARK THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.

1.

Yes	No	(check one) for	continuous years';	
Current	Florida Bus	siness License #	Expiration:	
		iolations, formal notices in a Worker's Compens	of regulatory non-compliance, safety vi ation claim.	olations a
Have you	u ever faile	ed to complete work awa	rded to you? If so, where and why?	

4. Three current references from commercial projects in Florida for similar services.					
A. CUSTOMER NAME:					
TELEPHONE NO:SERVICE PERIOD:					
SERVICE DETAILS:					
B. CUSTOMER NAME:					
	SERVICE PERIOD:				
SERVICE DETAILS:					
C. CUSTOMER NAME:					
CONTACT PERSON:					
TELEPHONE NO:	SERVICE PERIOD:				
SERVICE DETAILS:					
Company Name					

#### **END OF ATTACHMENT "A"**

## ATTACHMENT "B" STATEMENT OF NO QUOTE

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

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

	nave declined to quote on ITQ No.: <u>18R067931GE POROUS</u> REAST BRADENTON PARK, for the following reason(s):
Insufficient time to We do not offer the	nis product or service uld not permit us to perform pecifications ond requirement clear (explain below) surance requirements your "Bidders List"
REMARKS:	
	we do not submit a Quote and this Statement of No Quote is not d, our name may be deleted from your Bidders List for this
Company Name	
Company Addre	ess:
Telephone:	
Date:	
Signature:	
(Pi	rint 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 PROCUREMENT CODE

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

This sw	forn 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:
goods o	stand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of r services (including professional services) or a county lease, franchise, concession or management agreement, or shall 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 Procurement 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 Procurement 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 FLO COUNTY OF _	ORIDA				
Sworn to and su	bscribed before me this	day of	, 20	_ by	·
Personally	known		OR OR	Produced [Type of identified	identification cation]
	Notary Public Signature		My commission expire	es	
[Print, type or st	amp Commissioned name o	f 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"** 

#### Exhibit 1

## ITQ 18R067931GE

#### East Bradenton Park

### TRUGRID Pro Plus Flexible Paving System

#### **Specifications**

#### **PART 1 GENERAL**

#### 1.1 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Protect porous paver units from damage during delivery and store under tarp when time from delivery to installation exceeds 30 days.

#### 1.2 SEQUENCING

A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

#### 1.3 PROJECT CONDITIONS

- A. Maintain environmental conditions recommended by manufacturer for desired results. Do not install products under conditions outside manufacturer's absolute limits.
- B. Do not begin installation of porous pavements until all hard surface paving adjacent to porous pavement areas, including concrete walks and asphalt paving, is completed.
- C. Install turf when ambient air temperature is at least 55 degrees F.
- D. In wet weather, do not build on wet, saturated or muddy subgrade
- E. In cold weather, do not use frozen materials or materials coated with ice or frost, and do not build on frozen base or wet, saturated or muddy subgrade.

- F. Protect partially completed porous paving against damage from other construction traffic when work is in progress.
- G. Protect Grass Fill / Sodded paving areas from traffic until grass root system has matured for at least 3 to 4 weeks. Use barricades to only permit accessible by emergency and fire equipment

#### 1.4 WARRANTY

A. Provide with the manufacture's 5 year limited warranty.

#### **PART 2 PRODUCTS**

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: TRUEGRID Pavers; 2500 Summer St., Suite 3225, Houston, TX 77007. Phone: 1-855-355-GRID. Email: nwood@truegridpaver.com Website: www.truegridpaver.com
- B. Substitutions: Not permitted.

#### 2.2 PRODUCTS

- A. Permeable Pavers, TRUEGRID PRO PLUS for grass or gravel applications.
  - 1. AASHTO H20, HS20 Rated.
  - 2. Manufactured in the USA.
  - 3. High density polyethylene (HDPE): 100 percent post-consumer recycled materials
  - 4. Recycled and recyclable content: 100 percent
  - 5. Color: black- carbon black additive for long term UV stabilization
  - 6. Paver size: 24 inches by 24 inches by 1.8 inches.
  - 7. Pre-assembled: 4 foot by 4 foot sections
  - 8. Cylindrical cell design for column strength
  - 9. Cell size: 3.30 inch inside diameter
  - 10. Co-joined cells at 48 places for strength
  - 11. Wall thickness: 0.150-inch / 0.250-inch nominal

- 12. A minimum of 2 co-joined common walls per cell for structural integrity
- 13. Connections:
  - a) No clips or stakes necessary
  - b) No additional parts or tools needed
  - c) Integral male-female three point locking system
  - d) Wall thickness at tabs: 0.290 inch
- 14. Molded in X-anchors to stabilize pavers: no stakes necessary
- 15. S-Flexural joints molded in for soil seasonal expansion and contraction
- 16. Nominal Coverage per Paver: 4 square feet
- 17. Weight per paver: 5.25 lbs.
- 18. Permeability of System: 100 percent
- 19. Compressive Strength (filled): 1,152,000 psf; 8000 psi
- 20. Material Safety: ground water neutral, 100 percent inert
- 21. Chemical Resistant: Excellent: highly resistant to hydrocarbons, oils
- B. Parking Delineators: TRUEGRID SuperSpot for grass or gravel applications.
  - 1. H20, HS20 rated
  - 2. Domed and ribbed for super strength.
  - 3. Long term UV stabilized
  - 4. 0.90-inch profile above grid
  - 5. 3.25-inch diameter
- C. Base Course: TRUEGRID was developed to accept multiple acceptable base materials. Locally sourced angular stone/clean for base material. Crushed granite, sandy gravel material, crushed concrete, limestone rock, and crushed lava are some of the acceptable materials. Variations in permeability of aggregate should be:
  - 1. Conforming to the following sieve analysis and requirements:
    - a) Percent Passing: 85 Sieve Size: 3/8 inch
  - Sources of the material may include "pit run" or "crusher run". Crusher run
    material will typically require sand to be added (20 to 30 percent by volume)
    for long term high porosity. Should local sources not be available an
    alternative mixture can be created by mixing 2/3 crushed stone (0.75 inch
    diameter) with 1/3 sand as available.
  - Geo grid or Geo fabric may be required for soil stabilization between sub grade and base material. Consult with site engineer or TRUEGRID for specifics or recommendation.

- D. Gravel Fill: Obtain clean, washed angular rock to fill the 1.8-inch-tall TRUEGRID PRO PLUS cells and spaces between. TRUEGRID can be filled to top of cells and exposed or overfilled to hide cells.
  - TRUEGRID's design does not require anchors on level ground or slopes up to 10 degrees. TRUEGRID is designed for slopes above 10 degrees. However, as a precaution, anchors/staking may be considered per each sloped install above 10 degrees.
  - 2. Fill rock to top of cells for ADA compliance

#### PART 3 PREPARATION

#### 3.1 PREPARATION

#### A. Subgrade:

- 1. Excavate area allowing for unit thickness and the engineered base depth (where required).
- 2. Ensure in-place soil is relatively dry and free from standing water.
- 3. Uniformly grade base.
- 4. Level and clear base of large objects, such as rocks and pieces of wood.

#### B. Base Preparation:

- 1. Verify engineered base is installed in accordance with porous paving system manufacturer's instructions.
- 2. If required, place a geotextile separation layer between the natural ground and the engineered base.
- 3. Place base course material over prepared sub base to grades indicated on the Drawings or from manufacturer's recommended depths per application type.
- 4. Place in lifts not to exceed 4 inches, compacting each lift separately to 95 percent Modified Proctor for non-open grade material. Open grade base material to be leveled and heavily compacted in 4 inch lifts to settle and lock in angular stone.
- 5. Leave minimum 1.8 inch for Permeable Paver unit for final elevation.

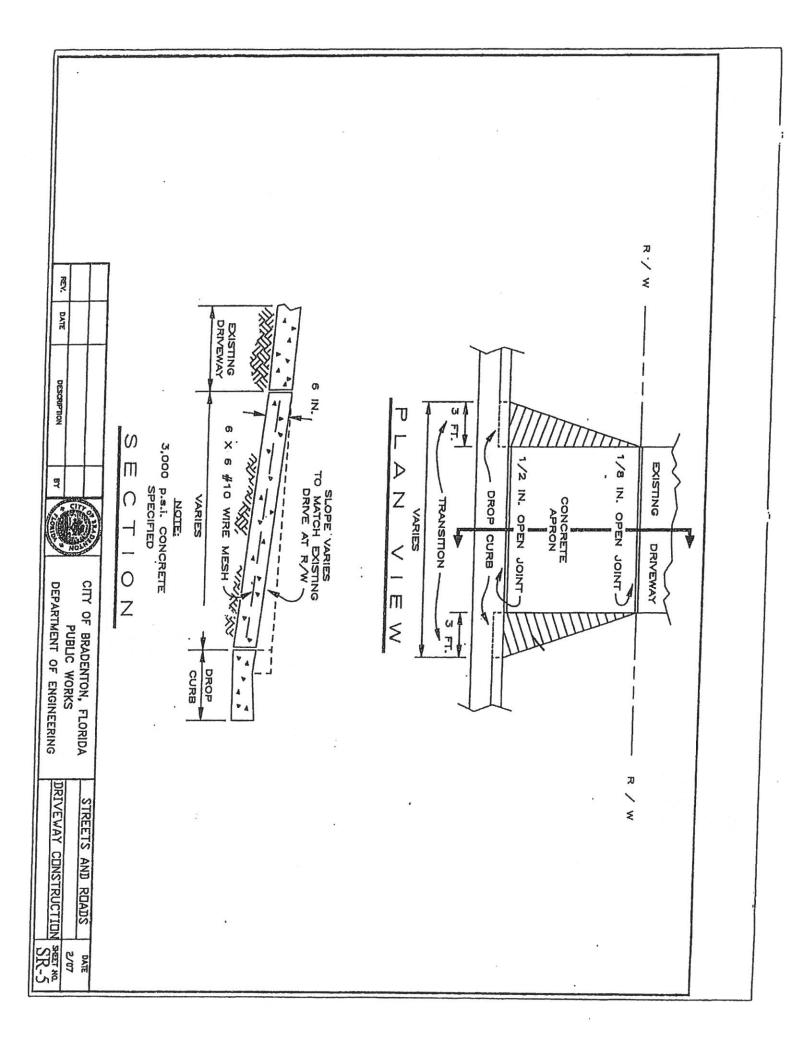
#### 3.2 INSTALLATION

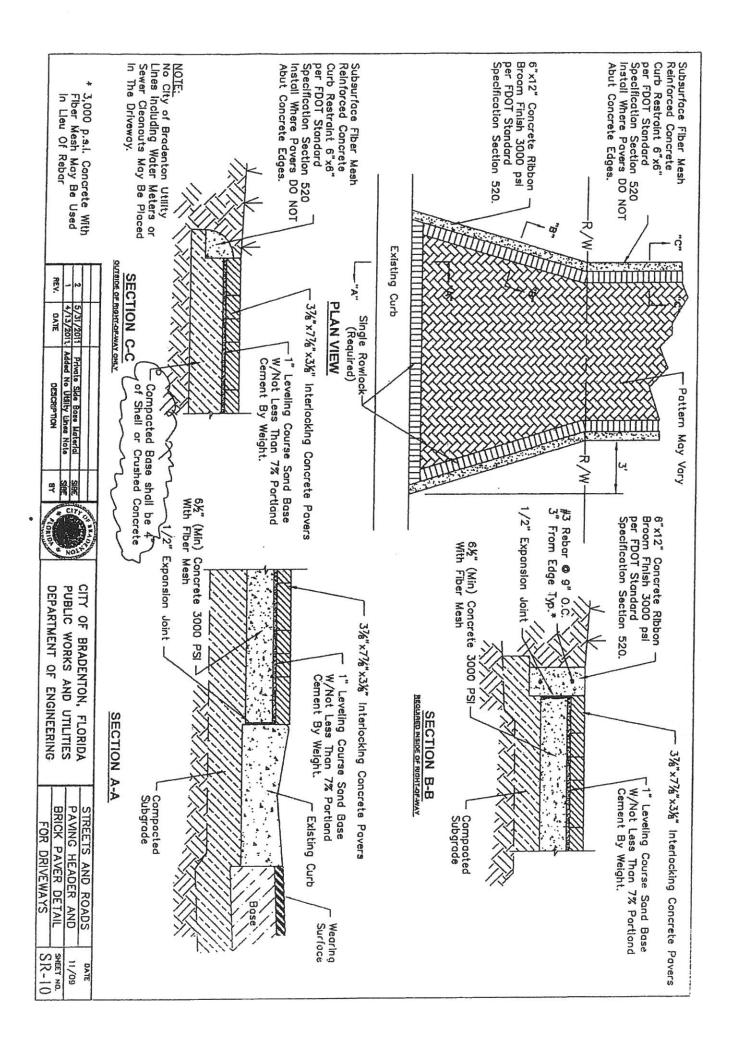
- A. Install in accordance with manufacturer's instructions.
- B. Install TRUEGRID PRO PLUS Permeable Paver units by placing cells face up. Sheets are preassembled in 4 foot by 4 foot sheets are connected with friction fit interlocking connectors. No tooling are required to connect or disconnect units. Sheets may be separated into 4 Individual 24 inch by 24 inch pieces and reconfigured as needed. Cut units around curves and organic shapes with an electrical handsaw. Place units to maintain a 1 inch clearance to any pre-installed object or surface structure. Top of cells shall be between 0.25 inch to 0.5 inch below the surface of adjacent hard-surface pavements.
- C. Gravel Surfacing: Install Gravel into TRUEGRID cavities by back dumping directly from dump truck or from buckets mounted to tractors. Hand shoveling fill gravel into the cells is also acceptable for smaller jobs.
  - 1. Direct vehicles to exit the site by driving forward. Avoid sharp turns over unfilled rings.
  - 2. Spread gravel fill using steer loaders, power brooms, blades, flat bottomed shovels, and/or wide "asphalt rakes" to fill the cells.
  - 3. Compact gravel when the cells are at capacity with a roller for larger areas or vibrating plate for smaller areas.
  - 4. If fully covering TRUEGRID cells, typical coverage is 0.25 inch to 0.5 inch above cells.

#### 3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Gravel fill: Avoid sharp turns or "jack knifes" in trailered vehicles when cells are empty. Damage due to buckling can occur. TRUEGRID can be driven on pre-fill by gravel trucks and construction equipment to speed the installation process.
- C. Dumpster areas: A concrete pad is recommended for dumpster areas due to the drop and drag action. Permeable pavers are not recommended in these areas under and directly around the dumpster.
- D. Repair or replace damaged products before Substantial Completion.

**END OF SECTION** 







#### TRUEGRID® PRO Plus

#### **Manufacturer's Product Specification Sheet**

**Dimensions:** 24" x 24" x 1.8" (4 sq/ft)

**Pre-Assembled:** 16 sq/ft per layer (4' x 4' sheet) (4 grids per layer)

**Cell Width:** 3-3/16"

Weight: 5.22 lbs

Permeability: 100% w/clean, uniform stone

**Product Porosity:** 90% open

Compressive strength: Over 8000 psi filled

Material: Recycled High Density Polyethylene (100% post-consumer)

Color: Black with UV Stabilizer

Temperature Range: Dimensionally Stable for -58F to 194F

Moisture Absorption: .01%

Environmental Compatibility: Nontoxic, harmless to plants, animals, and microorganisms. Inert

material, groundwater neutral

Installation Speed: 1000 sq/ft per man hour

#### Other features of TRUEGRID

- Highly resistant to oils, gasoline, acids, salt, ammonia, and alcohol
- May be saw cut
- Patented design yields ultimate hoop strength
- · Circular elements provide multi-directional crush and shear strength
- Flexible links allow expansion and contraction depending on environmental conditions
- Built in X-Anchors allows weight of filler to hold grid down without any extra staking
- Interlocking connectors





**Ground Preparation:** Depends upon site condition and local conditions.

Suggested Sub-base: 1/2" - 1-1/2" diameter clean/washed, angular gravel.

> Depth of this layer should be a minimum of 2"-6". For additional drainage, increase depth of sub-base.

Class 2 road base (crushed concrete) is also a typical sub-base material. Gravel/sandy soil mix (60/40) is also common for grass fill applications.

Level sub-base before laying TrueGrid.

Installation: Layout and snap together pre-assembled sheets. (4 pcs per layer = 16 sq/ft)

If body weight does not level the grids, use plate vibrator or heavy cylinder to level.

Backfill: Any angular or round medium may be used. Fill cells with filler of choice.

3/4" diameter or smaller is recommended for gravel fill.

Pre-cutting is not required

 TRUEGRID may be dut on site
 Angle grinder, circular saw, compass saw, or. handsaw are all options for cutting TRUEGRID.

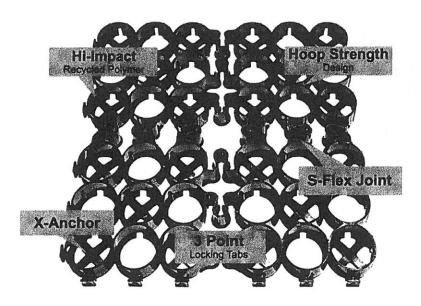
#### **Delivery:**

Pallet content: 800 sg/ft = 50 layers per pallet = 200 pcs

48" x 48" x 95" Pallet dimensions:

Approximate pallet weight: 1,050 lbs

Truckload: 24 pallets or 19,200 sq/ft



For more info on TRUEGRID Please visit our website:

www.truegridpaver.com



# TRUEGRID PRO PLUS 24" X 24" X1.8"

**US PATENT NO. 8,734,049** 

- PROPRIETARY FEATURES:

  1) X-ANCHORS (NO STAKING NEEDED)
  2) 3 POINT MALE/FEMALE LOCKING TABS
  3) S-FILEX JOINTS ( BUILT IN EXPANSION JOINTS FOR SOIL MOVEMENT AND SEASONAL CHANGES)
  4) HOOP STRENGTH DESIGN

- 100 % POST-CONSUMER RECYCLED HDPE.
  DELIVERED IN PREASSEMBLED 4' X 4' SHEETS
  THAT CAN BE RECONFIGURED, AS NEEDED.

