

ALACHUA COUNTY LIBRARY DISTRICT GOVERNING BOARD

WRITTEN QUOTE

SPECIFICATION FOR: Annual Firm Fixed Written Quote Prices for **Annual Landscaping Services for Small Branch Libraries** for the benefit of the Alachua County Library District on an as needed basis effective for **October 1, 2011** and continuing through **September 30, 2012** with the option for the Library District to renew for **one (1)** additional **two (2)** year period.

WRITTEN QUOTE NUMBER: WQ 12-4 MS

WRITTEN QUOTE DATE: 4:00 pm, Thursday, June 16, 2011

MANDATORY PRE-BID CONFERENCE: 9:00 am, Thursday, June 2, 2011
LOCATION: Hawthorne Branch Library, 6640 S.E. 221 Street
Hawthorne FL

PLACE OF WRITTEN QUOTE OPENING MAILING ADDRESS: Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

PART A - INSTRUCTIONS TO BIDDERS

1.0 **GENERAL PROVISIONS**

- 1.1 **Purpose** - Library District is calling for and requesting the submission of written quotes **Annual Landscaping Services for Small Branch Libraries**.

The herein included Instructions to Bidders (Part A), Terms and Conditions (Part B), Technical Specifications (Part C), Written Quote Form (Part D), together with all attached documents herein identified, constitute the entire Written Quote package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

- 1.2 **Submission of Written Quotes** - Costs for the preparation and submittal of written quotes in response to this Annual Written Quote are entirely the obligation of the bidder and shall not be chargeable in any manner to Library District.

All printed and photocopied documents related to the submission of this written quotes and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.

ONE (1) ORIGINAL SUBMISSION of the written quote in a sealed envelope, clearly marked " **WQ 12-4 MS; Annual Landscaping Services for Small Branch Libraries**" shall be delivered or mailed to the Purchasing Office, County Administration Building, 12 Southeast 1st Street, Third Floor, Gainesville, Florida 32601-6893 **for receipt no later than 4:00 pm, Thursday June 16, 2011.**

LATE BIDS WILL NOT BE CONSIDERED

- 1.3 **Proprietary Information** - Responses to this Written Quote upon receipt by the Library become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential and/or proprietary, you should clearly assert such exemption and the specific legal authority for the asserted exemption. All material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the written quote number marked on the outside.
- 1.4 Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your written quote as a "trade secret" you agree to hold the Library harmless for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the Library by reason of any legal action challenging your claim.

- 1.5 Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the written quote form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the written quote. No written quote containing correction by erasure will be accepted.
- 1.6 **Non-Warranty of Specifications** - Due care and diligence have been used in preparing these specifications. The Library shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of this written quote.
- 1.7 **Inquiries/Questions** - No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Purchasing Division, Third Floor, County Administration Building, 12 Southeast 1st Street, Gainesville, FL 32601-6983**, with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by the **Matt Stevens** at (email address) **mstevens@alachuacounty.us** no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative**. All addenda so issued shall become part of the bid documents.
- 1.8 **Acceptance/Rejection** - Library District reserves the right to reject any written quote which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate written quotes, incomplete or unbalanced bids or irregularities of any kind. Further, the Library reserves the right to accept or reject any and all written quotes in whole or in part and to waive any technicalities or informalities in any written quote.
- Written Quote forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate written quotes, incomplete or unbalanced written quotes or irregularities of any kind.
- 1.9 **Withdrawal of Written Quotes** - Any bidder may withdraw his/her written quote by fax or written request at any time prior to the scheduled closing time for receipt of written quotes.
- All prices quoted shall remain firm for a period of 45 days after the written quote opening.
- 1.10 **Public Entity Crimes** - A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a written quote on a project to provide any goods or services to a public entity, may not submit a written quote on a project with a public entity for the construction or repair of a public building or public work, may not submit written 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 a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the "convicted vendor list."
- 1.11 **Drug Free Workplace** - Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of written quotes, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT B**, secondly, to certified small or minority bidders.
- 1.12 **Subcontractors** - Bidder shall notify the Library of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form **EXHIBIT D**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the Library.

2.0 **QUALIFICATION OF BIDDERS**

- 2.1 **Consideration** - Written Quotes will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Library, and shall have all necessary licenses and permits required by law to do business with the Library.
- 2.2 **Bidder's Questionnaire** - The Library reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms

and conditions. **Bidders are requested to complete and return along with their bid the Bidder's Questionnaire PART E.**

- 2.3 **Performance** - The Library will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject written quotes where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

3.0 **EXAMINATION OF PROPERTY**

- 3.1 **Bidder's Responsibility** - Before submitting a written quote, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.

The bidder is also required to carefully examine the specifications and contract documents, to inform himself regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

4.0 **QUALITY**

- 4.1 All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

5.0 **LAWS, PERMITS AND REGULATIONS**

- 5.1 **Permit, Application, and License Fees** - The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- 5.2 **Compliance** - The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

6.0 **CONSIDERATION OF WRITTEN QUOTES AND AWARD OF CONTRACT**

- 6.1 **Consideration of Written Quote and Award** - The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the Library, and whose written quote complies with all prescribed requirements. No award will be made until the Library has concluded such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the Library within the time prescribed.
- 6.2 The Library reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the Library.
- 6.3 If the contract is awarded, the Library will accept the written quote and award the contract to the successful bidder(s) within forty-five (45) days after the opening of the written quotes by written notice to the successful bidder(s).
- 6.4 The Library reserves the right to reject any or all written quotes and to waive informalities, or to accept any written quote or combination of written quotes which, in the Library's judgment, will best serve its interest.

7.0 **ACCEPTANCE OF BID**

- 7.1 **Acceptance of Offer** - The signed written quote shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the purchasing process and issuance of a Purchase Order or execution of a Contract by the Library.

8.0 **PERFORMANCE**

- 8.1 **Performance Time** - All material and parts shall be quoted F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the written quote. It is to be emphasized that the meeting of specified performance schedules is a significant part of a quoter's ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future written quotes.

9.0 **COLLUSION**

- 9.1 The bidder, by affixing his signature to the written quote, declares that the written quote is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.
- 9.2 The bidder, by affixing his signature to the written quote form, declares that no Library Commissioner, other Library officer, or Library employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will it directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

10.0 **ADDENDA**

- 10.1 Addenda issued by the Library prior to the written quote opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the written quote form

PART B - TERMS AND CONDITIONS

1.0 DEFINITION OF TERMS

- 1.1 Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

COUNTY/OWNER: Alachua County Library District Governing Board, Alachua County, Florida or its authorized representative.

QUOTE PRICE: The amount of the written quote submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a written quote for the goods and/or services contemplated herein, or a duly authorized representative.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Annual Written Quote document and any addenda, thereto, shall be the contract between the Library and the bidder.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

CONTRACTOR: Any person, firm, corporation, or governmental entity with whom the Library has executed a contract for the performance of the work, or his duly authorized representative.

DIRECTOR: The duly authorized representative of the Library District Governing Board during the contract period as identified herein.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Library Distinct Governing Board during the contract period **EXHIBIT C**.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the County of Alachua are hereby adopted and made part hereof as specifications.

WORK: To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

2.0 CONTRACTOR'S INSURANCE

- 2.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in **EXHIBIT A**.
- 2.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

3.0 MODIFICATIONS

- 3.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 3.2 The Library will not be bound under this agreement for similar or like services being provided by Library agencies or for services entered into by the Library under a separate agreement.

4.0 SEVERABILITY

- 4.1 If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

5.0 INDEPENDENT CONTRACTOR

- 5.1 In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the Library. The Contractor shall be solely responsible for

the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

6.0 TERM OF THE CONTRACT

- 6.1 Contract shall be effective for the period beginning on, **October 1, 2011** and continuing through **September 30, 2012**, with the option by the Library District to renew for **one (1)** additional **two (2)** year periods.
- 6.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.
- 6.3 A contract as a result of this solicitation shall be deemed effective only to the extent of appropriations available to the Library Agency at any time during the contract period.

7.0 RESPONSIBLE AGENT

- 7.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Library and the contractor **EXHIBIT C**.
- 7.2 The Library Director will be the responsible agent for the Library. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 7.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

8.0 ASSIGNMENT OF PERSONNEL

- 8.1 All personnel assigned to the project will be subject to the approval of the Library and no changes shall be allowed unless prior written approval is obtained.

9.0 GOVERNING LAW

- 9.1** This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Library District.

10.0 AWARD OF CONTRACT(S)

- 10.1** The Library reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the Library.

11.0 ASSIGNMENT OF INTEREST

- 11.1** Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Library.

12.0 INDEMNIFICATION

- 12.1 The Contractor agrees to protect, defend, indemnify, and hold the Library and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the Library and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that its indemnification of the Library shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns.

- 12.2 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the Library and the Contractor.

13.0 **AMENDMENTS**

- 13.1 This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

14.0 **DEFAULT AND TERMINATION**

- 14.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The Director is authorized to provide written notice of termination on behalf of the Library, and if the default situation is not corrected within the allotted time, the Director is authorized to provide final termination notice on behalf of the Library to the Contractor.

- 14.2 The Library may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Library Director is authorized to provide written notice of termination on behalf of the Library.
- 14.3 If the contractor is adjudged bankrupt, either voluntary or involuntary, the Library may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.
- 14.4 In the event funds to finance this contract become unavailable, the Library may terminate the contract with no less than twenty-four hours notice in writing to the Contractor. The Library shall be the final authority as to the availability of funds.

15.0 **SUCCESSORS AND ASSIGNS**

- 15.1 The Library and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the Library shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Library or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the Library or the Contractor.

16.0 **NON WAIVER**

- 16.1 The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non compliance.

17.0 **BOOKS AND RECORDS**

- 17.1 The Library shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

18.0 **ACCIDENT PREVENTION**

- 18.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 18.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

20.0 **WORKPLACE VIOLENCE**

20.1 Employees of bidders (or responders to this written quote) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

20.1.1 Battery: intentional offensive touching or application of force or violence to another.

20.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

PART C- TECHNICAL SPECIFICATIONS

1.0 SCOPE

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

1.1 **Mowing Edging and Trimming**

All turf areas will be mowed two times per month, March through September; and one time per month, October through February. Mowing intervals to be a minimum/maximum of 14/20 days March through September and within, 7 days of middle of month October through February.

Unless otherwise directed by facility staff turf should be cut to a 3" level and, in no case more than 1/3 of the total leaf surface area removed at any one time. Mowing shall be with a reel/rotary/or mulching mower. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the contractor. In case of fungal disease outbreaks, clippings will be collected until the disease is undetectable.

Contractor mowing methods and procedures to be consistent with publication materials distributed by the Institute of Food and Agricultural Sciences (IFAS).

Tree rings, plant beds, buildings, sidewalks, fences, driveways, parking lots, curbs, valve boxes and other surfaced areas bordered by grass will be edged once every mowing visit. Avoid bark injury to isolated trees and shrubs growing in lawn areas. Any runners cut during the edging/trimmings process shall be removed. Turf around sprinkler heads will be trimmed so as to not interfere with or intercept water output. Contractor will clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging. Clippings will not be swept, blown or otherwise disposed of in sewer drains. A line trimmer will be used in areas too small to handle a push mower. Line trimmers will be used to even turf areas to the same height. This operation is to be done during each visit.

Trimming shall be performed each visit; All plant leaves shall be trimmed to negate impingement on driveways, walkways and parking areas. Limbs shall be trimmed in a manner, which will prevent any occurrence of direct physical contact when walking in driveways, walkways, parking areas and turf areas.

1.2 **Removal of Debris and Clean-Up**

Before each cutting, all paper, cans, bottles, fallen limbs and/or branches and any other trash or debris, which would hinder the mowing process, will be removed from the site. At the end of each mowing visit; all drives, walks, curbs, etc. will be blown off to maintain a well-kept, neat appearance at all times.

1.3 **Spraying**

The Contractor will monitor pest control problems each visit throughout the year. The contractor will provide two Ethion and oil sprays, in the spring and beginning of fall. The Contractor will spray for isolated occurrences of white fly, aphids, and scale as necessary to provide an environment conducive to plant growth. During the summer months, chinch bugs may be a problem on turf areas. These areas will be sprayed or treated on an 'as needed' basis'.

1.4 **Pest Control**

The Contractor will monitor and be responsible for pest control problems each visit throughout the year and advise client or representative of such problems.

Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, vines and trees. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis, whenever possible, using the least toxic, effective pesticide. First choice will be insecticidal soaps, horticultural oils and biological control formulations. All spraying of pesticides and fertilizations will be performed when temperatures are below 90 degrees F and wind drift is negligible.

Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides in Florida. Posting and notification of pesticide sensitive persons will be responsibility of the contractor. The pest control applicator will be operating under License#_____. Expiration Date_____.

1.5 **WEED CONTROL** All weeds shall be removed from the planting beds and retention pond areas. The contractor will be responsible for any landscape plant material, which is damaged or killed due to weed control spraying.

Contractor weeding methods and procedures to be consistent with publications addressing Weed Control in Ornamentals', and to be inclusive of any updated materials distributed by the Institute of Food and Agricultural Sciences (IFAS).

1.6 **SPECIAL REQUIREMENTS:**

- 1.6.1 It will be the contractor's responsibility to repair or replace all damages due to negligence or equipment misuse or malfunction at no cost to the District.
- 1.6.2 An authorized representative of the Alachua County Library District's facility staff shall be notified two (2) days prior to any spraying.
- 1.6.3 An authorized representative of the Alachua County Library District's facility staff shall be present during any spraying.
- 1.6.4 Contractor is responsible for barricades, warning devices, and other precautions to protect people when work being performed is considered hazardous.
- 1.6.5 The contractor will be provided a check list. This form will be completed per contracted visit. The form will list all the activities expected to be performed.
- 1.6.6 The contractor shall sign in each time work is performed. The contractor will be required to list the names and work performed during each work period.
- 1.6.7 A problem list will be presented by the library facility staff to alert the contractor to specific problems. A check of this list each time work is performed is required.
- 1.6.8 The Contractor is responsible for all keys or special devices distributed by library facility staff for landscape purposes. Any distributed items, which are lost, will result in re-keying of necessary locks and replacing devices at the expense of the contractor. New sets of keys will be supplied to all authorized personnel at the expense of the contractor. Proof of all sets of keys to be verified upon request of Alachua County Library District facilities division.
- 1.6.9 In the case of a general problem of landscape nature, the library reserves the right to call for rectifying unsatisfactory services at any time. The response for such a call must be within the following workday. Contractor to supply a list of telephone numbers for notification. If contractor does not contact a facility staff member of the District within given guidelines, another vendor will be called and the expense of this vendor will be deducted from the payment of the original contractor.
- 1.6.10 The Contractor is responsible to report, in writing, to the District's Facilities Administrator, any defects or malfunctions of library equipment that would prohibit the Contractor from fulfilling services.
- 1.6.11 The Contractor shall be responsible to report, in writing, any visible deficiencies or problems which need immediate attention. These deficiencies/problems to be inclusive of; watering, pest, insect, fungus, damages etc...

1.7 **Performance Specifications**

All landscape services will be inspected bi-weekly. More frequent inspections will be performed if requested by the Manager of a library facility or Facilities Administrator in order to address current problems.

NOTE: Improper or omitted input on provided checklists, shall result in an automatic delay in payment to the contractor. Before payment for services will be issued, checklist discrepancies shall be corrected and accompanied by a written explanation on Contractor letterhead. Written document shall be submitted to Facilities Administrator or assign.

The inspector will note any items in specified categories that are not satisfactorily completed. This inspection report will be faxed to the Contractor within two business days of the inspection. If the Contractor fails to correct the items listed within a 7-day period from date of fax, a 5% decrease in payment for that month will be made. EXAMPLE; If the monthly payment requested is \$1,000.00 then \$50.00 will be deducted from the Contractor's over all pay, a payment of \$950.00 will be made to the Contractor. If the Contractor fails to correct the items marked not satisfactorily complete or if the Contractor fails in another category 5% will be deducted each 7-day period until items are corrected. A 20% deduction in pay will be maximum deduction for a one-month period.

If the Contractor fails to comply with any of the provisions above or of the contract documents the Library District will proceed following the Default and Terminations section of the Contract Documents.

1.8 **Payment to the Contractor**

More work is required during warmer month than during cooler months therefore, Contractor services will vary during seasons. Payment will be issued as follows:

1.8.1 October through February = 3.2% of the total bid for a monthly payment.

1.8.2 March through September; 12% of total bid for a monthly payment.

EXAMPLE:	Total Bid for services \$ 20,000.
January	.032 x \$20,000 = \$640.00 monthly payment
February	.032 x \$20,000 = \$640.00 monthly payment
March	.12 x \$20,000 = \$2400.00 monthly payment
April	.12 x \$20,000 = \$2,400.00 monthly payment
May	.12 x \$20,000 = \$2,400.00 monthly payment
June	.12 x \$20,000 = \$2,400.00 monthly payment
July	.12 x \$20,000 = \$2,400.00 monthly payment
August	.12 x \$20,000 = \$2,400.00 monthly payment
September	.12 x \$20,000 = \$2,400.00 monthly payment
October	.032 x \$20,000 = \$640.00 monthly payment
November	.032 x \$20,000 = \$640.00 monthly payment
December	.032 x \$20,000 = \$640.00 monthly payment

2.0 **DESCRIPTION OF GOODS AND SERVICES**

2.1 Any quantities indicated herein are only estimated and the Library District reserves the option to increase/and or decrease quantities, or delete items as required.

2.2 The Library District reserves the option to add or delete item(s) or services within the scope of the bid, by accepting a mutually agreed upon price or by obtaining such items via the District's regular Procurement Procedures.

PART D - WRITTEN QUOTE FORM

WRITTEN QUOTE NUMBER: WQ 12-4 MS

WRITTEN QUOTE OPENING DATE: 4:00 pm, Thursday, June 16, 2011

PLACE OF WRITTEN QUOTE OPENING: PURCHASING OFFICE, 3RD FLOOR COUNTY ADMINISTRATION BUILDING, 12 SOUTHEAST 1ST STREET, GAINESVILLE, FL

TO: The Library District Governing Board:

The undersigned, as Contractor, hereby declares that he/she has carefully read and examined the specifications and with full knowledge of all conditions under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

ITEM BID: LANDSCAPING MAINTENANCE SERVICES	INITIAL PERIOD 10/1/2011 - 9/30/2012	RENEWAL PERIOD 10/1/2012 - 9/30/2013	RENEWAL PERIOD 10/1/2013 - 9/30/2014
ALACHUA BRANCH			
ARCHER BRANCH			
HAWTHORNE BRANCH			
HIGH SPRINGS BRANCH			
NEWBERRY BRANCH			
WALDO BRANCH			

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Signature: _____ Title: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

My business is certified by Alachua County as a Small Business Enterprises (SBE) Yes _____ No _____

PART E - QUOTER'S QUESTIONNAIRE

Bidder's Name: _____

Bidder's Address: _____ Phone: _____

Number of years in this type of service? _____ Number of years licensed in Alachua County: _____

Number of employees "ON THE JOB" each week: _____ Number of employees "ON CALL" each week: _____

Will you subcontract any part of this work: Yes _____ No _____ If so, give details:

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Do you currently hold any municipality contracts: Yes _____ No _____ If so, please indicate below:

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

- 1) Firm: _____ Phone: _____
Contact Person: _____
- 2) Firm: _____ Phone: _____
Contact Person: _____
- 3) Firm: _____ Phone: _____
Contact Person: _____

Are your employees screened by: (indicate)

- 1) Polygraph _____
- 2) General Interview _____
- 3) Background Investigation _____
- 4) Police Record Check _____
- 5) Additional _____
- _____

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes _____ No _____. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: _____

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: _____ AUTHORIZED SIGNATURE: _____

**TYPE "A" INSURANCE REQUIREMENTS
"CONSTRUCTION / SERVICE CONTACTS"**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause.
Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. **The Alachua County Library District Governing Board, employees and volunteers are to be covered as Insureds as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officials, employees or volunteers.

b. The **Contractor's insurance coverage shall be primary** insurance as respects the District, its officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by the Contractor for the District.

III All Coverages

The Contractor shall provide a Certificate of Insurance to the District with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER:
and Mailing Address

Alachua County Library District Governing Board
c/o EBIX
3906 Payshere Circle
Chicago, IL 60674

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified small or minority bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Library and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

ALTERNATE RESPONSIBLE AGENT: _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

SIGNED: _____ DATE: _____

PROPOSED SUBCONTRACTORS FORM**EXHIBIT D****QUOTE NUMBER: WQ 12-4 MS; Annual Landscaping Services for Small Branch Libraries**

(NAME OF COMPANY)

(ADDRESS)

(TELEPHONE NO.)

The undersigned representative of the Bidder states that the Bidder has contacted the certified small/minority business enterprises (SMBEs) listed below and that said SMBEs have agreed to perform the work for the dollar value set forth and that the following information regarding SDBE Subcontractors is true and correct to the best of his/her knowledge.

(NAME OF CONTRACTOR) (SMBE? YES/NO)	(NAME CONTRACTOR) (SMBE? YES/NO)
(ADDRESS)	(ADDRESS)
(SCOPE OF WORK TO BE PERFORMED)	(SCOPE OF WORK TO BE PERFORMED)
\$	\$
(TOTAL \$ VALUE) (% OF TOTAL CONTRACT)	(TOTAL \$ VALUE) (% OF TOTAL CONTRACT)
(NAME OF CONTRACTOR) (SMBE? YES/NO)	(NAME OF CONTRACTOR) (SMBE? YES/NO)
(ADDRESS)	(ADDRESS)
(SCOPE OF WORK TO BE PERFORMED)	(SCOPE OF WORK TO BE PERFORMED)
\$	\$
(TOTAL \$ VALUE) (% OF TOTAL CONTRACT)	(TOTAL \$ VALUE) (% OF TOTAL CONTRACT)
(NAME OF CONTRACTOR) (SMBE? YES/NO)	(NAME OF CONTRACTOR) (SMBE? YES/NO)
(ADDRESS)	(ADDRESS)
(SCOPE OF WORK TO BE PERFORMED)	(SCOPE OF WORK TO BE PERFORMED)
\$	\$
(TOTAL \$ VALUE) (% OF TOTAL CONTRACT)	(TOTAL \$ VALUE) (% OF TOTAL CONTRACT)

Signature: _____ **Title:** _____ **Date:** _____