



INVITATION TO QUOTE

FLORIDA TAX EXEMPT
#85-8012621749C-1

Purchasing Services
2725 Judge Fran Jamieson Way,
Bldg. C, 3rd Floor, Suite C-303
Viera, FL 32940
(321) 617-7390

FEDERAL TAX EXEMPT
#59-6000523

FAX (321) 617-7391 or (321) 637-5302

Company: _____
Address: _____
Attention: _____

**THIS IS NOT
AN ORDER**

Date: April 22, 2011

Quote#/Description: **Q-5-11-08/Complete Lawn Maintenance –
Transit Svcs.(SCAT)**

Purchasing Agent: A. Chapman Date/Time Due: May 13, 2011 @ 3:30pm

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS AND INSTRUCTION
TO QUOTERS APPLICABLE TO THIS QUOTATION.

A **MANDATORY** pre-quote meeting is scheduled for : May 5, 2011 @ 9:00am in the Atlantic Room, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd flr, Viera, FL 32940. All prospective vendors must attend in order to submit a quote.

Original quote and one (1) copy must be submitted in a sealed envelope marked, on the outside of the envelope, with the following: Quote number, description, date, time due, and submitted to the above address prior to the quote opening.

NO FAXED QUOTES WILL BE ACCEPTED

TECHNICAL QUESTIONS SHOULD BE ADDRESSED TO:

Via FAX to Purchasing Agent at: (321) 617-7391 or (321) 637-5302

DELIVERY TO:

Prompt Payment Discount*

Number of Days Required to
Ship: _____

As per
Spec.

☐

Non-Compliance with
Delivery: _____/ARO

It is hereby certified and affirmed that the Quoter will accept any awards made to him as a result of this quote. It is further agreed that prices quoted will remain firm for a minimum period of 60 days from quotation opening date. Your signature below represents this quote was made without prior understanding, agreement, or connections with any corporation, firm or person submitting a quote for the same materials, supplies, or equipment, and is in all respects, fair and without collusion or fraud. I have read and agree to comply with all General Conditions, Special Conditions, Scope of Work, and Specifications that pertain to the above referenced quote (as applicable).

Vendor Signature/Title: _____ Date: _____

THIS FORM MUST BE NOTARIZED BELOW.

Sworn to and subscribed to me this ____ day of _____, 20___. Personally known: ☐ Or produced
identification: ☐ Type of ID: _____

Notary: Signature _____
State of _____

My commission expires : _____
(AFFIX SEAL or STAMP)

PR-24

INSTRUCTIONS TO QUOTERS

BREVARD COUNTY IS EXEMPT FROM ALL TAXES. PRICE MUST BE LESS ALL TAXES. PRICES ARE TO INCLUDE ALL TRANSPORTATION CHARGES UNLESS SPECIFIED SEPARATELY.

TERMS AND CONDITIONS

1. As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all quotes or waive any minor irregularity or technicality in quotes received. Therefore, all vendors should put forth their best and final pricing when submitting their quotes, without reference to alternative pricing arrangements. Quoters are cautioned to make no assumptions unless their quote has been evaluated as being responsive. All awards made as a result of this quote shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded quote upon due cause, i. e. vendor misrepresentation, vendor negligence, non-performance etc. via written notice. The vendor will be responsible for any attorney fees in the event the vendor defaults and court action is required. All quotes must be submitted on Brevard County format to be considered. No alternate quotes will be accepted. Inclusion of alternate quotes will necessitate rejection of your entire quote.

In case of default of the awarded quotation, Brevard County may procure the articles or services from other sources and charge the Quoter as liquidated damages any excess cost or damages occasioned thereby.

2. **Contract Termination:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon sixty (60) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
3. All costs accruing from a quotation challenged as to quality, etc., (tests, etc.) will be assumed by the challenger.

For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of Brevard County Purchase Order form. Quoters may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

4. It is agreed that items quoted shall comply with all Federal, State or local laws relative thereto, and that the Quoter shall defend actions or claims brought and save harmless the Purchasing Agent/County from loss, cost or damage by reason of actual or alleged infringements of any patents.
5. A quote received in response to this Invitation to Quote (ITQ) will be considered to be firm offer held for acceptance for sixty (60) days from quote due date. Quoter shall insert unit price and extension, as required, opposite each item. Where the unit price and the extension price are at variance, the unit price will prevail.
6. If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Quotes offering "equal" products will be considered for award if such products are clearly identified in the quote and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Quoter

clearly indicates in his quote that he is offering an “equal” product, the quote shall be considered as offering the same brand name product referenced in the specifications. If the Quoter proposes to furnish an “equal” product, the brand name if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of quotes and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Quoter. Purchasing Services is not responsible for locating or securing any information which is not identified in the quote and reasonable available to Purchasing Services. To ensure that sufficient information is available the Quoter shall furnish as part of the quote all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Quoter proposes to furnish and what the County would be binding itself to purchase by making any award.

7. All material herein shall be fully guaranteed by the Quoter against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer’s standard warranty (said warranty must accompany quote) will be corrected by the Quoter at no expense to Brevard County.
8. Any and all attachments hereto including but not limited to technical specifications, insurance requirements, etc., are an integral part of the ITQ.
9. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor’s license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
10. The County of Brevard reserves the right to allow for the clarification of questionable entries for the correction of OBVIOUS MISTAKES. Quoters are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITQ. Failure of the Quoter to examine all pertinent documents shall not entitle him to any relief from the conditions imposed.
11. No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Quoter. Every request for such interpretation must be in writing, addressed to Purchasing Services or faxed to the attention of the Purchasing Agent. To be given consideration, such requests must be received at least five (5) days prior to the date fixed for the opening of the quotes. Any and all such interpretation and supplemental instruction will be in the form of written addendum, which, if issued, will be sent to all prospective Quoters at the respective addresses furnished for such purposes. Failure of any Quoter to receive any such addendum or interpretation shall not relieve said Quoter from any obligation under his quote as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Quoter received a copy of such addendum, it being understood that all Quoters are responsible to verify that they have received any such addenda prior to submitting their quote.
12. The County of Brevard reserves the right to reject quotes containing any additional terms or conditions not specifically requested in the original conditions and specifications. Brevard County reserves the right to use delivery as a factor in the award.
13. The County of Brevard reserves the right at its sole discretion to increase, decrease, or delete any portion of this contract at any time without cause.
14. All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Quoter represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

15. Brevard County is not liable for any cost incurred by any vendor prior to any award. Costs for developing a response to this request for quote are entirely the obligation of the Quoter and shall not be chargeable in any manner to Brevard County.
16. No materials or supplies for the work shall be purchased by the vendor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
17. No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from vendors which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
18. Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
19. The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services, for which, the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury. The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, agreed including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.
20. Any purchase order issued pursuant to this quote and the moneys which may become due thereunder are not assignable except with the prior written approval of the Purchasing Manager.
21. All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
22. All firms are hereby placed on notice that the County Commission and staff shall not be contacted about this Quote. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of the designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Quote; and written correspondence in regard to Quotes may be submitted to the County Manager. Each Quote will have one non-voting member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
23. Unless otherwise noted in the quote document, vendors shall submit one quote only.
24. Quotes will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Quoter's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Quoter's ability to perform. The County reserves the right to reject quotes where evidence or evaluation is determined to indicate inability to perform.
25. Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a quote on a contract to provide goods or services to a public entity, may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
26. Drug Free Workplace: Whenever two or more quotes which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a quote received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
27. Vendors not intending to quote, please indicate the reason, such as, insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, on the ITQ cover sheet. Failure to quote or return no quote comments prior to the quote due and opening date and time indicated in this ITQ, may result in your firm being deleted from Brevard County's list for the commodity or services, requested in this ITQ, after the third non-response.

28. All Quoters are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a quote on a contract to provide any goods or services to public entity, may not submit a quote on a contract 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 a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$25,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
29. In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
30. Brevard County will not accept quotes from vendors who knowingly employ unauthorized alien workers, constitution a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section 274A (e) of the Immigration and Nationality Act "INA"). The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded quote.
31. Specific Printing Industry Conditions: The following conditions apply to all printing quotes.
 - A. Quote shall include all costs associated with design, layout, and proofing to include any revisions necessary. All artwork, including camera ready artwork developed as a result of this quote, becomes the property of Brevard County and shall be returned with delivery to the County department. Payment will not be made until all artwork is delivered.
 - B. Unless otherwise indicated, delivery will be made within five (5) to seven (7) business working days after notification of order by Brevard County.
 - C. If proof is required, delivery of proof will be within three (3) to five (5) business working days after notification of award and/or receipt of artwork, unless otherwise stated in the specifications. If changes or revisions are made to proof due to vendor error, corrections will be made at no charge to the County and a revised proof will be delivered to user agency in a timely manner. Delivery of final product will be made within three (3) to five (5) business working days after final approval of proof.
 - D. If colors are to be matched, samples will be provided by user agency prior to printing order. A proof will be required prior to printing as specified.
32. It is the intent and purpose of Brevard County that this ITQ promote competitive bidding. It shall be the Quoter's responsibility to advise the Purchase Service Department at the address listed under Submittal Requirements, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this ITQ to a single source. Such notification must be submitted in writing and must be received by the Purchasing Services Department no later than seven (7) days prior to quote opening.
33. In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
34. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
35. **GREEN PROCUREMENT POLICY:** The BOCC's approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
36. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained

by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

37. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information which it deems is exempt under Florida/federal law and identify the statute by number which exempts that information. Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.
38. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.
39. **LOCAL PREFERENCE:** The Board of County Commissioners of Brevard County, Florida adopted Resolution No. 2010-122 on July 13, 2010 to extend Resolution No. 2009-146 for a local business preference policy. Businesses located within Brevard County and the State of Florida will be given preference through the procedures established by the resolution. The entire resolution may be viewed at www.brevardcounty.us (Purchasing/Bids) or www.brevardcounty.us/purchasing. It is understood that the submission of a Local Vendor Affidavit of Eligibility to Brevard County Purchasing Services with the bid/proposal is for the Brevard County Board of County Commissioners only, and the Affidavit is valid only for the bid/RFP specified. The bidder/proposer also understands that failure to maintain the requirements of the vendor category stated on the Local Vendor Affidavit of Eligibility through completion of the awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards.
40. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:**
In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.
41. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.
42. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
 - Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
 - Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
 - In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

44. POSTING OF AWARD NOTICES

- A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.
- B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

II. PROCEEDINGS

- A. Any bidder, Quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.
- B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.
- C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department is not assigned; one (1) Assistant County Managers, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee will record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.
- D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. A copy of the Committee's recommendation shall be included in the agenda report and mailed or otherwise furnished immediately to the Protester after submittal to and approval by the County Manager.

III. STAY OF PROCUREMENTS DURING PROTESTS

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, Payment of Invoices.

THE COUNTY OF BREVARD RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTES, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY QUOTE AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY. UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM TO COUNTY FINANCE

COMPLETE LAWN MAINTENANCE SERVICES-TRANSIT SERVICES (SCAT)

QUOTE #Q-5-11-08

BIDDER CHECKLIST

The items indicated are required for submission with your quote. Failure to submit any items indicated as required may result in rejection of the quote. Offers to provide required items after the date and time designated for the receipt of quote will not be considered

	<u>Required</u>	<u>Not Required</u>
☐ Signed/Notarized Invitation To Quote	☒	☐
☐ Signed Price Sheet, Acknowledgement of terms and conditions	☒	☐
☐ Copy of Business Tax Receipt	☒	☐
☐ Copy of Pest Control Certification	☒	☐
☐ Completed Insurance Indemnification Form	☒	☐
☐ Copy of Equipment List	☒	☐
☐ Local Vendor Affidavit of Eligibility Form (if applicable)	☒	☐
☐ Completed Reference Form: Minimum of three(3)	☒	☐
☐ Completed Trade Reference Form: Minimum of two(2)	☒	☐
☐ Complete Federal Transit Administration Best Practices Forms	☒	☐

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response

COMPLETE LAWN MAINTENANCE SERVICES-TRANSIT SERVICES (SCAT)
QUOTE # Q-5-11-08
GENERAL CONDITIONS

INTRODUCTION

Brevard County Purchasing Services, on behalf of Space Coast Area Transit (SCAT), is contacting interested vendors to provide complete lawn maintenance services at the following locations: Cocoa Bus Operations, 401 S. Varr Ave., Cocoa, FL 32922 and Melbourne Bus Operations, 480 S. Harbor City Blvd., Melbourne, FL 32901.

This agreement shall have an anticipated start date of May 30, 2011 through May 29, 2012 with an option for one (1) additional one-year extension. Optional extension of quote terms are subject to negotiations.

I. PRE-QUOTE MEETING

A **mandatory pre-quote meeting will be held on May 5, 2011 at 9:00am to clarify specifics of the maintenance service and ensure understanding of the scope of services and cooperation of all parties.** All interested vendors will meet at the Atlantic Room located at Brevard County Government Center, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd flr, Viera, FL 32940. **No quotes will be considered unless the vendor has attended this meeting.** It is recommended that you visit the sites prior to the meeting to insure all of your specific questions are addressed at that time.

II. SUBMITTAL REQUIREMENTS

Quotes will be received by Brevard County Purchasing Services, located at 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite C303 Viera, FL, **until 3:30 p.m. on May 13, 2011** at which time the quotes will be publicly opened. Vendors shall submit one (1) original and one (1) copy of their quote. **NO FACSIMILE QUOTES WILL BE ACCEPTED.** Quotes must be marked accordingly and must be presented in a sealed envelope with the following information on the outside of the envelope: Vendor's Name, Quote Number, Quote Title, Date & Time of opening. All quotes must be submitted on County format to be considered.

III. QUESTIONS CONCERNING ITQ/NO CONTACT PROVISION

Questions concerning any portion of this ITQ shall be directed in writing to the below named individual who shall be the official point of contact for this ITQ. Questions should be submitted at least five (5) days prior to the closing date.

QUESTION: ITQ NO. Q-5-11-08, Space Coast Area Transit (SCAT) Lawn Maintenance

April Chapman, Purchasing Agent
Brevard County Purchasing Services
2725 Judge Fran Jamieson Way Building C
Viera, Florida 32940
Tel: (321) 617-7390
Fax: (321) 617-7391
Email: April.Chapman@brevardcounty.us

Delivery of Quotes

All quotes shall be sealed and delivered or mailed to (faxes will not be accepted):

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Room #303
Viera, Florida 32940

Mark package(s): ITQ No. Q-5-11-08, Space Coast Area Transit (SCAT) Lawn Maintenance

Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your Bid only to Purchasing Services on the third (3rd) floor at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the vendor's risk. To be considered, a Bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the Bid is delivered anywhere else, it may not reach Purchasing Services in time.

IV: ADMINISTRATIVE CONDITIONS

The landscape maintenance vendor shall furnish the following documentation at the time of the submitted quote: (NO EXCEPTIONS) Failure to submit required documentation will result in proposer being deemed unresponsive, and no further consideration will be given.

1. **FEDERAL TRANSIT ADMINISTRATION DOCUMENTS:** Due to Transit Service (SCAT) receiving federal grants and funding, vendors are required to submit Federal Transit Administration (FTA) documents in package.
2. **Proof of all licensing, certification and/or permitting** as necessary to fulfill all of the required complete lawn maintenance operations and to do business in Brevard County. Include licensing, certification and permits for any subcontractors. Vendor and/or employee must possess a "limited commercial" or "L&O Pest Control certified applicator" for the herbicide applications. The name, address, telephone number, and appropriate license and certification (including doing business with Brevard County) shall be attached to quote upon submittal. Under no circumstances shall this work be performed without prior approval of Brevard County.
3. **Proof of liability insurance** for vendor as required. See Indemnification form for required limits. A copy of General & Auto Liability insurance certificate(s) with the limits set in the Indemnification Form. These documents shall be provided within five (5) days after notification of award of quote. THE VENDOR WILL PROVIDE WORKER'S COMPENSATION INSURANCE, ON BEHALF OF ALL EMPLOYEES WHO ARE TO PROVIDE SERVICE UNDER THIS QUOTE REGARDLESS IF COMPANY POSSESSES STATE OF FLORIDA EXEMPTION.
4. THERE SHALL BE **NO** SUB-CONTRACTING OF ANY LANDSCAPE SERVICES. The vendor submitting the quote **MUST** be licensed to perform work, this should be stated on the price sheet and the proper licensing certification attached to the proposal upon submittal. Under no circumstances shall this work be performed without prior approval of the County.
5. **Price Sheet:** Cost for annual service based on twelve (12) months.
6. **Equipment List:** List of equipment and machinery to be used to perform the requirements of this quote.
7. **References:** Contractor will provide addresses of a minimum of three (3) maintenance projects currently being performed with name and address of commercial projects, beginning and ending contract dates, owners or owner's representative (i.e., landscape architect, architect and grounds maintenance supervisor or manager) including telephone, FAX numbers, and/or e-mail address. **This information must be accurate and complete and must prove that the vendor is providing maintenance to a satisfactory standard for the project. Written references cannot be substituted. Past performance on County contracts shall be taken into consideration for evaluation of references.**
8. **Trade References.** A minimum of two (2) current (less than two years) trade references along with telephone numbers and contact personnel. This information should include, but are not limited to suppliers, nurserymen, and repair services.

COMPLETE LAWN MAINTENANCE SERVICES-TRANSIT SERVICES (SCAT)

QUOTE #Q-5-11-08 SCOPE OF SERVICES

It is the intent of SCAT to have the flowers, plants, annuals, lawns, shrubs, trees, and the area around the facility maintained by the successful contractor in a well kept professional, clean and attractive condition "AT ALL TIMES".

All lawn maintenance is to be evenly scheduled through out each month. Example: Two services a month performed on the 9th and 19th and weekly services performed on the same Tuesday or Thursday(Cocoa only) each week, etc. Attachment III depicts the frequency that each task will be performed.

MOWING/CUTTING:

Mowing must include all areas of the facility including along the sides, front and back of the property. The mowing and or cutting and removal of weeds, etc. in retention areas are required. Mowing/Trimming is required all the way to the fence: north, south, east, and west. Mowing is also required on east side of the fence around passenger shelters at Cocoa terminal. Contractor is to remove and dispose of materials (cuttings, clippings, etc.) that are not acceptable in a dumpster.

EDGING:

Edging of all walkways, driveways, buildings, and plant bedding areas on the same days the contractor mows the facility.

SWEEPING/BLOWING:

Cleaning of all concrete areas after each mowing, trimming, and edging.

MONOFILAMENT TRIM:

Monofilament trimming must be performed on all areas that can **not** be mowed. Any trees and/or plants that are damaged by monofilament trimming (weed eating) are the responsibility of the lawn service and must be replaced at once. Areas next to and/or around the building, fence, posts, signs, sheds, and containment areas are to be trimmed and kept weed free.

PRUNING/TRIMMING:

The pruning, cutting and trimming of shrubs, tree limbs (large and small), bushes, hedge, and plants are to maintain desired shape and appearance. Vines shall be removed from fence and trees. Dead and/or diseased plants, trees and/or shrubs shall be removed. All sizes of trees and shrubs are included. See Ground Maintenance Guide/Check List for direction and/or instructions.

BED MAINTENANCE:

Weeding (including hand weeding) of all plants, shrubs, trees, flower beds and mulched areas around the facility including the parking lot is required per schedule to maintain a weed free environment at all times.

TRASH & DEBRIS REMOVAL AND DISPOSAL:

All loose trash such as paper, cans bottles, etc., is to be picked up during each scheduled mowing function. Tree and/or shrub trimmings are disposed of by the contractor.

CHEMICAL WEED KILL:

Chemicals for weed kill are to be supplied and applied by awarded contractor. Weed kill such as "Round-Up" to be used on all areas including along the bottom of fence lines, around buildings, fuel containment area, posts, trees and gravel in retention areas, etc.- to prevent grass and weeds

from growing up into or around areas listed and to maintain a neat appearance. Vendor must possess a State of Florida Limited Commercial Maintenance certification license or a State of Florida licensed Lawn & Ornamental Pest Control certified employee in order to provide this service.

MULCHING:

Mulching shall be done one(1) time per year at both locations. Mulch will be supplied by SCAT. Lawn contractor is responsible for distribution and spreading of twenty(20) yds at each terminal. Mulch is to be spread in bedding areas, around hedge and shrubs, in the parking lot islands, etc.

OTHER:

Maintenance of sprinkler system – within five (5) days of contract beginning, vendor must advise SCAT of any existing problems and/or damage to system or shall assume responsibility for repair. All damaged sprinklers must be repaired by lawn service if damaged by mowers or other lawn service equipment. All other malfunctions of sprinkler heads or system should be reported to the Building Manager at once.

Lawn service will provide a list of machinery and equipment available for use on the work covered by these specifications. This list will be used to determine whether or not the contractor can adequately perform the necessary work.

Service communication between the Building Manager and lawn service will be handled in writing by the use of the Ground Maintenance Guide/Checklist before and after each visit.

Lawn maintenance and service is to be performed weekly on Tuesdays or Thursdays (Cocoa only); except official County holidays; between the hours of 10:00 a.m. and 6:00 p.m. All service work must be done during DAYLIGHT HOURS ONLY. Lawn crew supervisor MUST check-in with designated contract monitor in order to discuss any additional and/or missed duties to be performed during scheduled lawn maintenance cut cycle.

CALLBACKS:

Upon notification of missed lawn assignment(s), vendor shall respond and correct deficiencies within twenty-four (24) hours. Continuous missed duty assignment(s) may be grounds for quote termination.

ATTACHMENT II
COMPLETE LAWN MAINTENANCE SERVICES-TRANSIT SERVICES (SCAT)
QUOTE #Q-5-11-08

WEEKLY GROUND MAINTENANCE GUIDE/CHECKLIST

DAY OF THE WEEK _____ DATE _____
(Tuesday or Thursday – Cocoa only)

MOWING/CUTTING	
EDGING	
SWEEP/BLOWING	
MONOFILAMENT TRIM	
SHRUB & TREE PRUNE AND TRIM	
BED MAINTENANCE	
TRASH PICK-UP DEBRIS & DISPOSAL	
CHEMICAL WEED KILL	
SPREADING MULCH	

SEE ATTACHED SCHEDULE FOR LISTING OF ACTIVITIES AND FREQUENCY.
MARK N/A FOR ALL ITEMS NOT APPLICABLE AT THIS TIME.

NOTE TO LAWN SERVICE:

PLEASE PICK UP THIS FORM FROM GROUND'S MANAGER BEFORE
STARTING WORK AND RETURN TO GROUND'S MANAGER UPON
COMPLETION FOR REVIEW:

SIGNATURE OF _____ DATE _____
CONTRACTOR

COMMENTS _____

ATTACHMENT III
COMPLETE LAWN MAINTENANCE SERVICES-TRANSIT SERVICES (SCAT)
QUOTE #Q-5-11-08
MAINTENANCE SCHEDULE

This schedule depicts the frequency that each task will be performed each month at both Cocoa and Melbourne locations.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MOWING	2	2	2	W	W	W	W	W	W	W	2	2
EDGING	2	2	2	W	W	W	W	W	W	W	2	2
SWEEPING & BLOWING	2	2	2	W	W	W	W	W	W	W	2	2
MONOFILAMENT TRIM	2	2	2	W	W	W	W	W	W	W	2	2
SHRUB & TREE PRUNING & TRIM	1	1	1	1	1	1	1	1	1	1	1	1
BED MAINTENANCE	2	2	2	2	2	2	2	2	2	2	2	2
TRASH DEBRIS PICK-UP & DISPOSAL	2	2	2	W	W	W	W	W	W	W	2	2
CHEMICAL WEED KILL	1	1	1	1	1	1	1	1	1	1	1	1
MULCH SPREADING	0	0	0	0	1	0	0	0	0	0	0	0

W = Weekly

COMPLETE LAWN MAINTENANCE SERVICES-TRANSIT SERVICES (SCAT)
QUOTE #Q-5-11-08
PRICE SHEET

Lawn maintenance services in accordance with specifications for Quote #Q-5-11-08. Prices shall include all items included in Scope of Services and Maintenance Schedule.

MOWING SCHEDULE			
LOCATION	MONTHS	MONTHLY COST	TOTAL
Cocoa Bus Operations	Jan, Feb, Mar, Nov, Dec: 2 cuts/month	\$ _____	\$ _____ (Monthly cost x5)
Cocoa Bus Operations	Apr, May, Jun, Jul, Aug, Sep, Oct: Weekly cut/month	\$ _____	\$ _____ (Monthly cost x7)
Melbourne Bus Operations	Jan, Feb, Mar, Nov, Dec: 2 cuts/month	\$ _____	\$ _____ (Monthly cost x5)
Melbourne Bus Operations	Apr, May, Jun, Jul, Aug, Sep, Oct: Weekly cut/month	\$ _____	\$ _____ (Monthly cost x7)
MULCHING SERVICES			
LOCATION	MONTHS	TOTAL	
Cocoa Bus Operations (labor only - 20yds mulch)	May	\$ _____	
Melbourne Bus Operations (labor only – 20 yds mulch)	May	\$ _____	
GRAND TOTAL		\$ _____	

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Vendors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Vendor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms: _____

Addenda Acknowledgment:

The undersigned acknowledges receipt of the following addenda (list by number and date appearing on addenda):

Addendum Number

Date Issued

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, and requirements as stated in the Scope of Work, Specifications, and Price Sheet for Quote #Q-5-11-08, Lawn Maintenance-SCAT

VENDOR NAME
ADDRESS
PHONE # FAX#
PRINTED SIGNATURE
AUTHORIZED SIGNATURE

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
QUOTE #Q-5-11-08

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of N/A per claim.

In the event the contract involves services related to building construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ACCEPTED BY:

Vendor Name _____

Address _____

Authorized Signature _____ Date _____

Print Name _____

Telephone Number _____ Fax # _____

REFERENCE FORM

QUOTE #Q-5-11-08

REFERENCES – CLIENT/PROJECTS

List a minimum of three (3) with a maximum of five(5) customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described. Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone #: _____ Fax#/Email: _____
2. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone #: _____ Fax#/Email: _____
3. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone #: _____ Fax#/Email: _____
4. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone #: _____ Fax#/Email: _____
5. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone #: _____ Fax#/Email: _____

Vendor Name _____

Address _____

Authorized Signature _____ Date _____

Print Name _____

Telephone Number _____ Fax # _____

Email: _____

REFERENCES – TRADE

List a minimum of two(2) with a maximum of three(3) trade references for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

6. Name _____
Contact Person: _____
Address _____
Telephone #: _____ Fax#/Email: _____
Affiliation Dates: From: _____ To: _____

7. Name _____
Contact Person: _____
Address _____
Telephone #: _____ Fax#/Email: _____
Affiliation Dates: From: _____ To: _____

8. Name _____
Contact Person: _____
Address _____
Telephone #: _____ Fax#/Email: _____
Affiliation Dates: From: _____ To: _____

Vendor Name _____
Address _____
Authorized Signature _____ Date _____
Print Name _____
Telephone Number _____ Fax # _____
Email: _____

CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date: _____

Signature: _____

Company Name: _____

Title: _____

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The Brevard County Board of County Commissioners. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Brevard County Board of County Commissioners, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

[FTA Circular 4220.1E](#)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Date: _____

Signature: _____

Company Name: _____

Title: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 12%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The Brevard County Board of County Commissioners deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offer or will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from The Brevard County Board of County Commissioners. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Brevard County Board of County Commissioners and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify The Brevard County Board of County Commissioners, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of The Brevard County Board of County Commissioners.

Date: _____

Signature: _____

Company Name: _____

Title: _____

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1E](#)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

STATEMENT OF NO BID
QUOTE #Q-5-11-08
COMPLETE LAWN MAINTENANCE – SCAT

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940
Fax: (321) 617-7391 or (321) 637-5302

WE the undersigned, have declined to bid on your **Quote No. #Q-5-11-08, COMPLETE LAWN MAINTENANCE – SCAT**
for the following reasons:

_____ Specifications too "tight", i.e. geared toward one brand or Company only
(explain below).

_____ Insufficient time to respond.

_____ We do not offer this service or equivalent.

_____ Our product schedule would not permit us to perform.

_____ Specifications unclear (explain below).

_____ Remove our company from bid list.

_____ Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Service Office.

VENDOR NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

PHONE # _____ FAX# _____ DATE _____