



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor

Maria G. Marino
Dave Kerner

Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Form L

July 11, 2022

Plant Partners, Inc.
d/b/a Botanica/Tropex
Charlene Lenger
3220 Whitfield Avenue
Sarasota, FL 34243

TERM CONTRACT #700171C

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for PLANT AND FOLIAGE MAINTENANCE SERVICES based on:

RENEWAL OF CONTRACT based on SOLICITATION #700171/KP in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 08/21/2022 through 08/20/2023, and has an estimated dollar value of \$79,200.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kristen Monnett
Purchasing Manager

c: Shawna Larose, Department of Airports
File

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay



Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
RFQ #700171/KP**

PLANT AND FOLIAGE MAINTENANCE SERVICES, TERM CONTRACT

SEE TERM #40 FOR MANDATORY SITE INSPECTION INFORMATION

RFQ SUBMISSION DATE: JULY 11, 2019 AT 4:00 P.M.

****** FAXED OR E-MAILED RESPONSES ACCEPTABLE ******

It is the responsibility of the vendor to ensure that all pages are included. Therefore, all vendors are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Palm Beach County Purchasing Department.

Quotations are requested for furnishing the goods/services as described herein and in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the County.

By submitting an offer which is accepted by the County, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this Request for Quotation (RFQ)

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If vendor intends to use subcontractors, vendor must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of quotes.

Palm Beach County shall not be responsible for the completeness of any solicitation that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
REQUEST FOR QUOTATION

RFQ #700171/KP	TITLE: PLANT AND FOLIAGE MAINTENANCE SERVICES, TERM CONTRACT
BUYER: Kerry L. Parker	PHONE: 561.616.6814
FAX: 561.242.6714	E-MAIL: kparker@pbcgov.org

**** FAXED OR E-MAILED RESPONSES ACCEPTABLE ****

To ensure that your offer is considered, it must be received in Palm Beach County Purchasing no later than 4:00 P.M., PALM BEACH COUNTY LOCAL TIME, by the submission date. Offers received after this time will not be considered.

This Request for Quotation, General Conditions, Instructions to Vendors, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this RFQ solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR VENDORS

GENERAL CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between Palm Beach County (referred to as County) and Vendor.

1. CONDITIONED OFFERS

Vendors are cautioned that any condition, qualification, provision, or comment in their quote, or in other correspondence transmitted with their quote, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their quote and shall be considered as non-responsive.

2. MODIFICATIONS

No modifications of this order/contract, including but not limited to these terms and conditions, shall be binding upon County unless approved by an authorized representative of County's Purchasing Department.

3. ASSIGNMENTS

Assignments are prohibited unless prior written consent is given by the County and the Vendor.

4. EXCUSABLE DELAYS

The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order/contract.

5. DEFAULT

The County may, by written notice of default to the successful vendor, terminate the order/contract in whole or in part if the successful vendor fails to satisfactorily perform any provisions of this solicitation or resultant order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant order/contract, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this order/contract in whole or in part because of default of the successful vendor, the County may procure goods and/or services similar to those terminated, and the successful vendor shall be liable for any excess costs incurred due to this action.

If it is determined that the successful vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of,

or without the fault or negligence of, the successful vendor), the rights and obligations of the parties shall be those provided in "Termination for Convenience".

6. TERMINATION FOR CONVENIENCE

The County may, whenever the interests of the County so require, terminate the order/contract, in whole or in part, for the convenience of the County upon five (5) days written notice to Vendor. Unless directed otherwise in the notice of termination, the Vendor shall incur no further obligations in connection with the order/contract.

7. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

8. NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or successful vendor.

9. FOB

The F.O.B. point shall be destination. If the County agrees, freight charges may be prepaid by the Vendor and listed on the invoice; however, Vendor retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

10. PAYMENT TERMS

In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful vendor's quote must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and

/ or order. Invoices must bear the purchase order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

11. INVOICING

Successful vendors **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall **not** be accepted.

**PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036**

12. TAXES

The County is exempt from Federal and State taxes.

13. PURCHASE ORDER

The County will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

14. ORDER/CONTRACT

Vendor agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the County (i.e. Purchase Order, Term Contract Notice) a binding contract is formed in accordance with the County's terms, conditions and specifications as set forth in the solicitation **and** this purchase order. Vendor certifies that the offer has been made by an officer or employee having the authority to bind the Vendor. Accordingly, payment will **only** be made to the company and the address as provided in the Vendor's offer unless prior written authorization is received from the County.

15. PRICING

- (a) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
- (b) The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response.
- (c) Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
- (d) Prices shall remain firm for the initial and any subsequent term.
- (e) All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (f) In the event of mathematical error(s), the unit price shall prevail and the vendor's total offer shall be corrected accordingly. **QUOTES HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE VENDOR PRIOR TO SUBMISSION TIME. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE RFQ SHALL BE REJECTED.**

16. DELIVERIES

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

17. INSPECTION/ACCEPTANCE

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the County.

18. QUANTITIES

Quantities specified in the order/contract cannot be changed without County approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

19. DISCRIMINATION PROHIBITED

A. COMMERCIAL NON-DISCRIMINATION :

Item No. 1: Vendor's Representations and Agreement.

The Vendor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Vendor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Vendor retaliate against any person for reporting instances of such discrimination. The Vendor shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Vendor understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Vendor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Item No. 2: Vendor's Agreement to Apply to Subcontracts

The Vendor covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

- B. DISCRIMINATION PROHIBITED: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

20. LEGAL REQUIREMENTS

The Vendor must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The UCC shall prevail as the basis for contractual obligations between the Vendor and the County for any terms and conditions not addressed. The County shall not be liable to the Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

21. CRIMINAL HISTORY RECORDS CHECK ORDINANCE

Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair,

deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The vendor is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the vendor acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

22. PUBLIC ENTITY CRIMES

In accordance with the Florida Public Entity Crime Statute 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

23. S/M/WBE PROGRAM

PLEASE NOTE THAT ALL FORMS RELATED TO THE EBO PROGRAM CAN BE FOUND AT
<http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

Item 1 – Policy

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. A vendor must comply with the requirements contained in this Section for a vendor to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Contract Award Criteria

For purchases made as a result of this solicitation, the County shall make an award to the vendor who is certified as a small business with Palm Beach County and who is within 10% of the lowest responsive, responsible vendor, providing that the small business is also deemed responsive and responsible to the terms and conditions of the solicitation.

Item 3 – Quote Submission Documentation

S/M/WBE vendors, responding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime vendors own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE vendor intends to perform 100% of the work with their own workforce.

S/M/WBE Subcontractor/subconsultant documentation shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors/Subconsultants

A completed Schedule 1 submitted by the prime shall list the names of all Subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of this contract with their work force.

Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this

Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed Subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor/subconsultant on this form. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and 2 will result in no S/M/WBE consideration given.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a Subcontractor/subconsultant listed at the time of quote submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the Subcontractor/subconsultant, along with the price and /or percentage.

Item 4 – S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of quote submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY. It is the responsibility of the vendor to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that vendors visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Decertification

As part of the consideration for quote award under the EBO Ordinance, any firm/proposer decertified by Palm Beach County shall be considered non-responsive to the S/M/WBE requirements.

Item 6 – EBO Program Compliance - Penalties

Under the EBO Ordinance, the Office of Equal Business Opportunity ("OEBO") is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All quoters are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a quoter in its quote, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Quoter/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Vendor does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of OEBO or designee in consultation with the Originating Department regarding the failure of a contractor, vendor, respondent or quoter or other business representative to comply with any portion of the EBO Ordinance, the Director of the OEBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the OEBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or quoter, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

24. LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) quoters having a permanent place of business in Palm Beach County or (2) quoters having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

- A. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible quoter is a non-Glades business, all quotes received from responsive, responsible Glades businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining ranking and award.
- B. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to quoters having a permanent place of business in Palm Beach County. If the lowest responsive, responsible quoter is a non-local business; all quotes received from responsive, responsible local businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining ranking and award.
- C. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a quoter must have a permanent place of business in existence prior to the County's issuance of this Request for Quotation. A permanent place of business means that the quoter's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the quoter has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the quoter will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the quoter is exempt from the business tax receipt requirement by law, and will be used to verify that the quoter had a permanent place of business prior to the issuance of this Request for Quotation. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the quote at the time of quote submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the quoter to not receive a local preference.

25. INDEMNIFICATION

To the extent authorized by law, Vendor shall indemnify, save and hold harmless the County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees pursuant to the terms and conditions of this order/contract.

26. SAFETY DATA SHEETS (SDS)

Any toxic substance provided to the County as a result of this solicitation or resultant order/contract shall be accompanied by its SDS.

27. ENDORSEMENTS

No endorsements by the County of the goods and/or services will be used by the Vendor in any way, manner or form.

28. VENUE AND GOVERNING LAW

Any and all legal action necessary to enforce the award or the resultant order/contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all legal action necessary to enforce the award or the resultant order/contract shall be governed by the laws of the State of Florida.

29. PUBLIC RECORDS, ACCESS, AND AUDITS

The vendor agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the vendor's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the vendor, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding vendor might consider to be confidential. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The COUNTY shall have the right to request and review vendor's books and records to verify vendor's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its quote. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of the Contract. Vendor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the four (4) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Vendor : **(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Vendor shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The Vendor is specifically required to:

- (a) Keep and maintain public records required by the County to perform services as provided under this Order/Contract.
- (b) Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Order/Contract term and following completion of the Order/Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- (d) Upon completion of the Order/Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the

Vendor unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Order/Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Order/Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Vendor acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Vendor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Order/Contract. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ORDER/CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

30. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the County. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract. The successful vendor warrants that the price(s) shall not exceed the successful vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful vendor offers more favorable pricing to one of its customer(s), the successful vendor shall extend to the County the same pricing or the then current market price, whichever is lower.

31. PERFORMANCE DURING EMERGENCY

By submitting a response, vendor agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under this order/contract. Vendor agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Vendor shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority

basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the vendor to sanctions from doing further business with the County.

32. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

33. BUSINESS INFORMATION

If vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

34. ANNUAL APPROPRIATIONS

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

35. CONFLICT OF INTEREST

Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required by this contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.

36. SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into an Order/Contract or performing any work in furtherance hereof, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting Order/ Contract from this Request for Quotation may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Order/Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Order/Contract renewal.

37. RFQ SUBMISSION

A. SUBMISSION OF QUOTES: All responses must be submitted on the provided Request for Quotation "Response" Form. Responses on vendor letterhead/quotation forms shall not be accepted. **Responses must be typewritten, or written in ink** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE RESPONSE FORM WHERE INDICATED SHALL BE CAUSE FOR REJECTION OF THE RFQ.** Responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble.

B. VENDOR'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION: In accordance with Palm Beach County Code Section 2-80.24, the undersigned vendor hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Vendor has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination

Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the quote submitted by the vendor for this Solicitation, and to terminate any contract awarded based on the response.

Vendor shall indicate its agreement to the foregoing, by checking the box provided on the Response Page.

At the time of quote submission, the vendor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the vendor discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Vendor shall indicate that it has attached pages with legal/administrative proceeding information, if applicable, by checking the box provided on the Response Page.

Vendor's failure to meet these requirements shall render its response non-responsive.

38. CERTIFICATIONS, LICENSES AND PERMITS

Unless otherwise directed by the Local Preference term stated above, or the Special Conditions of this RFQ, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the successful vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the successful vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

SPECIAL CONDITIONS

39. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

40. POST AWARD MEETING

Within five (5) days after receipt of notification of award of quote, successful quoter shall meet with County representative(s) to discuss job procedures and scheduling.

The successful quoter shall contact Brian Richards at 561.471.7465 to arrange meeting.

41. INSPECTION OF SITE(S) (MANDATORY)

Quoters must visually inspect the site where items are to be installed or services are to be performed. All quoters are required to attend this site inspection which will be held at Palm Beach International Airport (PBI), Main Terminal - at the Lions Head Fountain, 1000 Turnage Boulevard, West Palm Beach, Florida, 33460 on June 26, 2019 commencing at 9:00 am. **THE QUOTER'S FAILURE TO VISUALLY INSPECT THE SITE(S) SHALL RESULT IN DISQUALIFICATION OF THEIR BID.** Bidders are advised to make a thorough inspection of the extent of work. After the bid has been awarded, no extra charge or compensation will be allowed unless by reason of unforeseeable causes beyond the successful bidder's control and without fault or negligence, including, but not restricted to, Acts of God. Said change must be approved, in writing, by the Director of Purchasing. Quoters are reminded that statements and information provided at this meeting/inspection are not binding unless issued in writing as an amendment to the Bid.

All interested parties/quoters shall sign an attendance sheet. The attendance sheet will be collected at 9:10 am. (10 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory site inspection.

42. QUALIFICATION OF QUOTERS

This quote shall be awarded only to a responsive and responsible quoter, qualified to provide the goods and/or service specified. The quoter shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The quoter should submit the following information with their quote response; however, if not included, it shall be the responsibility of the quoter to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a quoter to provide the required information within the specified time frame is considered sufficient cause for rejection of their quote. **Information submitted with a previous quote shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the quoter'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 are unable to answer specific questions regarding the requirement.
- B. The quoter shall provide written evidence (copies of current licenses/certifications) that show that the firm (quoter) or a principal in the firm be licensed to contract the scope of work in Palm Beach County with the following:
 1. Lawn & Ornamental Pest Control License.

43. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport)

All individuals working at the Palm Beach International Airport ("PBI") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBI Security Identification Display Area ("SIDA"), Sterile Area and the Air Operations Area ("AOA"), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports' Security Office ("Airport Security Office") will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The successful quoter shall be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement or entry on any security program, record, application, report, access, or identification media, or any other document that is kept, made or used to show compliance with the CHRC requirements. The term "persons" includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The County reserves the right to suspend any Contractor, subject to the requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the County regarding a badged Contractor employee or Subcontractor employee that has been terminated.

44. AWARD BASED ON THE TOTAL FACTORED RATE

Palm Beach County shall award this quote to the lowest, responsive, responsible quoter on an all-or-none total factored rate basis. The County reserves the right to reject quotes which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a quoter for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

45. TIME AND MATERIAL CONTRACT (MATERIAL PRICING AT COST) - ITEM #2

The price to be paid for materials sold to Palm Beach County as a result of this quote award shall be based on the quoter's cost of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the quoter shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. In no event shall the prices, based on cost, exceed the quoter's price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower. Any Federal or State taxes paid by the quoter to its suppliers for materials sold to Palm Beach County as a result of this quote award are not reimbursable by Palm Beach County to the quoter.

46. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

47. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Quote responses showing other than F.O.B. destination shall be rejected. Quoter retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

48. RENEWAL OPTION

The successful quoter shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices quote shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful quoter is suspended by the Purchasing Department prior to the commencement of the renewal period.

49. WORK SITE SAFETY/SECURITY

The successful quoter shall at all times guard against damage or loss to the property of Palm Beach County, the quoter's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful quoter shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful quoter shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful quoter or its agents.

50. INSURANCE REQUIRED

It shall be the responsibility of the successful quoter to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o JDi Data Corporation (JDi), 100 W. Cypress Creek Rd., Suite 1052, Fort. Lauderdale, FL 33309, using the **CTrax Portal** unless otherwise directed by the County. Subsequently, the successful quoter shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to JDi using the **CTrax Portal**, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful quoter shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$1,000,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Pollution – Herbicide/Pesticide Applicator – Legal Liability. Successful quoter shall agree to maintain Pollution Legal & Remediation Liability at a minimum limit not less than \$500,000 per occurrence / \$1,000,000 annual aggregate providing coverage for damages including, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the County reserves the right to review and request a copy of the successful quoter's most recent annual report or audited financial statements. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Alternatively, this requirement may be satisfied with the inclusion of the "CG22 64 Pesticide or Herbicide Applicator Coverage Endorsement" to the Commercial General Liability.

Note: When applicable, if the designated sub-contractor holds the requisite herbicide/pesticide applicator's license then proof of General Liability without the endorsement must be provided by the successful quoter PLUS proof of General Liability with the endorsement must be provided by the designated sub-contractor.

Business Auto Liability Insurance. Successful quoter shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful quoter neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful quoter to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the quoter indicating either the quoter does not own any vehicles, and if vehicles are acquired throughout the term of the contract, quoter agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful quoter shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

Waiver of Subrogation hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then successful quoter shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. **This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should successful quoter enter into such an agreement on a pre-loss basis.**

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful quoter in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your quote non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o JDi Data Corporation, 100 W. Cypress Creek Rd., Suite 1052, Ft. Lauderdale, FL 33309. It is the responsibility of the successful quoter to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Quoter shall agree that all insurance coverage required herein shall be provided by Quoter to County on a primary basis.

SPECIFICATIONS
RFQ #700171/KP

PLANT AND FOLIAGE MAINTENANCE SERVICES, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Request for Quotation (RFQ) is to secure firm, fixed pricing and establish a term contract for plant and foliage maintenance services for Palm Beach County.

GENERAL

This service is for Palm Beach International Airport terminal, concourses and multi-level parking garages that require maintenance services for plants and foliage, as specified herein.

All planted areas, interior and exterior, are to be kept in a continuous neat, clean and debris free condition for the duration of the contract as part of routine maintenance services.

SCOPE OF WORK

Service shall include monthly maintenance consisting of a minimum of three days per week, on Monday, Wednesday, and Friday between 7:30 am – 4:00 pm.

Cleaning or spraying of larger plants in sterile and non-sterile areas where the public may be exposed to a hazard shall be done between the hours of 9:00 pm and 3:00 am on Monday, Wednesday or Friday.

Night work shall be performed quarterly within a four (4) hour window (between the hours of 12:00 pm to 4:00 am) in addition to the required three (3) day per week regular service.

All night work shall be scheduled in advance with approval from the Airport representative so proper coordination and security measures can be addressed.

COUNTY'S RESPONSIBILITIES

The County shall:

- A. Provide a term contract delivery order (DO) identifying services required.
- B. Reserve the right to have full discretion when scheduling services.
- C. Provide clear access to the work areas where services will be rendered.
- D. Make all major repairs to the irrigation system (i.e., broken pipes, valves, and electrical problems).

SUCCESSFUL QUOTER'S RESPONSIBILITIES

The successful quoter shall:

- A. Furnish all labor, materials and equipment necessary to maintain all plants in a healthy, vigorous growing condition.
- B. Monitor all irrigation time clocks located in the multi-level parking garage to ensure adequate watering times are maintained.
- C. Provide replacement parts, including, but not limited to nozzles, heads and/or tubing, as needed for minor repairs to the irrigation system.
- D. Submit invoices within thirty (30) days of service completion, and shall include term contract delivery order (DO) number and dates of service.
- E. Require employees to wear uniform shirts with identification nametags to include employee's name, company name and/or logo.

- F. Post all normal safety signs, necessary lighting, and temporary barriers around work areas, in accordance with Occupational Safety and Health Administration requirements, while the work is in progress.
- G. Keep all personnel out of areas not designated for the successful quoter's use.
- H. Have employees park their automobiles, trucks, or other vehicles in assigned parking areas only.

TECHNICAL REQUIREMENTS

In addition to the requirements listed herein, services shall include, but not be limited to the following:

1. Inspection of soil moisture levels and replenishment as necessary (using a moisture meter).
2. Inspection for soil and foliar insects, pests, diseases and other such infestations.
3. Trimming, cleaning and removal of dead foliage as necessary.
4. Removal of debris from soil surface.
5. Addition of soil, moss and/or environmentally safe cypress mulch to soil surfaces as necessary and directed.
6. Rotation of plants as necessary relative to any predominant light source in order to maintain an attractive shape and healthy plant specimen.
7. Maintenance of proper growing medium nutrient levels.
8. Cleaning of any portable planters as necessary.

FERTILIZATION

The successful quoter shall use a 100% soluble form of organic nitrogen in a balanced fertilizer with trace elements applied to the soil in conjunction with the watering program. Fertilizer must be odor free and must not touch the plant, planter edges, furniture or floors. Fertilizer should not be in just a single or split application, but distributed over a one month period with slightly heavier rates.

INSECT / DISEASE CONTROL

The successful quoter shall constantly examine all plant materials, including large trees, to identify live insects, pupa, larva, eggs and disease. Insects and/or disease shall be controlled as soon as they are identified and shall continue to be controlled until the problem is solved. The successful quoter shall prepare an integrated pest management (IPM) schedule listing all pesticides, intervals of application, and anticipated insects and/or diseases. Application shall be performed at a time when; 1.) the airport is least occupied, 2.) there is sufficient lead time for any spray odors to be exhausted from the building, and 3.) there is sufficient time for the foliage to dry.

PRUNING

The successful quoter shall prune all leaves and fronds when they begin to die. Foliage which only shows tip burn will have the burn removed by shearing each leaf while retaining the natural foliar shape. Major branch pruning shall only be done, as required, at the direction of the County representative. Pruning shall follow the natural form of the plant; no arbitrary man made forms (balls, poodles, columns) will be permitted. Tree wound dressing will be applied as necessary. All pruning debris will be removed from the immediate work area before proceeding to the next planter.

DUST REMOVAL

The successful quoter shall have all foliage effectively dust free at all times. Dust removal is to be confined to the immediate planter areas. Mechanically blowing the dust toward other areas, or transferring dust and dirt, is not acceptable. Dust may be washed or syringed into the planter areas, or removed by hand but at all times the County's property (planters, furniture, carpet, lighting fixtures, etc.) must be protected from the plant cleansing operations. No phytotoxic cleaning solutions shall be used on the foliage. The successful quoter shall use a very diluted plant sheen product in the cleaning solution. The intent is for all foliage to appear natural, healthy and clean in appearance. High gloss sheen is not acceptable.

TRASH REMOVAL - PLANTER CLEANING

The successful quoter's trash removal shall only be in the planting areas as is incidental to regular weekly dust removal and watering operations. Trash shall include, but not be limited to, the debris of Palm Beach International Airports patrons (food, cups, paper, cigarettes, etc.) and debris generated by the successful quoter, such as, pruning waste, fertilizer/pesticide containers, spoiled mulch, etc. The successful quoter is prohibited from using the trash cans located inside the terminal and concourses, however the Department of Airports trash compactor located just east of the loading dock may be used to dispose of vegetation and trash as necessary in accordance with duties. All unused chemicals and containers shall be disposed of properly off site and according to Environmental Protection Agency (EPA) Regulations. Both moveable and built-in planters shall be dry wiped down in conjunction with any foliage cleaning operation.

REPLACEMENT PLANTING

All plant replacements shall be made with the same species, size, and grade plant(s) as were in place at the beginning of the service period, or with another plant of comparable value which is acceptable to the County.

The successful quoter **shall be** responsible for **all costs** related to the replacement of all woody or herbaceous plant materials which "decline" or die during the contract period, regardless of the cause. A plant will be considered dead if it defoliates 40% or more or if in the opinion of the County representative its overall quality has depreciated to such a degree that it detracts from the planting area.

The successful quoter shall document and be excused from replacement responsibility of those materials which have been subject to damaging conditions beyond his/her control providing the loss or damage is documented and provided to the County representative within thirty (30) days of the occurrence. Conditions shall include, but not limited to the following:

- a. Theft.
- b. Temperature extremes above 89 degrees F and below 60 degrees F (does not apply to exterior & multi-level parking garage planters).
- c. All major catastrophes such as fire, flood, hurricane, explosion, freeze, etc.
- d. Accidental or malicious damage by other than the successful quoter or their employees.
- e. Well intentioned care (maintenance) by other than the successful quoter or their employees.
- f. Damage from cleaning solutions, toxic chemicals or gases.

All replacements are to be Florida #1, shade grown (interior only) or sun grown as applicable dependent upon the application identical in size, quality and quantity as the original existing installation. Replacement plants shall be weed, disease and insect free. Replacements shall be coordinated and approved by the County representative, and take place during a time when the public is least affected.

Replacement installation shall include dead plant removal, foliage, root mass and soil as necessary during the installation process. The successful quoter shall correct any subterranean conditions which caused death or plant depreciation prior to installing replacement materials. All materials shall be directly planted in a pocket of fresh planting mixture which is twice the diameter of the plant's growing container and no less than 6" mixture below the root mass.

WEED CONTROL

The successful quoter shall remove all weeds from the planters and dispose of them in the Department of Airports compactor or off site. Pre-emergent herbicides may be used in the parking garage planters to assist in maintaining a weed free environment. The use of chemicals shall be in compliance with the label and proper horticultural practices and approved by the County representative. Material Safety Data Sheets (MSDS) will be required on all chemicals used inside and out. Application must be at a time when; 1.) the airport has the least amount of traffic, 2.) there is sufficient lead-time for any spray odors to be exhausted from the building and 3.) there is sufficient time for the foliage to dry.

DECORATIVE MOSS

All decorative moss shall be maintained and replenished as needed with a high quality fire retardant moss covering any exposed styrofoam or supporting materials used to keep the potted plant straight and upright while covering the plant base and bare soil.

ARTIFICIAL PLANT CLEANING

All artificial plants shall be dusted with a dust attractant type duster or lamb's wool duster at a minimum of one (1) time per month. Upon completion of the cleaning process the successful quoter shall ensure all leaves and limbs have been left in a natural shape and appearance as they would in a show room. All methods of cleaning shall be approved in advance by the County representative.

INSPECTION

The successful quoter shall make a visual inspection of all foliage monthly, with the County representative, at which time a report will be provided to the County representative outlining the general health, pests encountered, vandalism and repair/replacement recommendations.

COUNTY ACCEPTANCE

Payment shall be rendered ONLY upon the County's acceptance of said services. Acceptance is defined as a receipt signed by the designated County representative(s), as acknowledgement of services rendered.

PAYMENT

Payment is based on the total factored rate provided on the quote response page(s). Payment shall be rendered ONLY upon the County's satisfaction and acceptance of items delivered and services rendered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation, travel, manpower, fuel, installation, mobilization, demobilization and other facilities and services necessary to fully and completely provide the items and services as specified herein. No additional compensation shall be offered or paid.

**PALM BEACH INTERNATIONAL AIRPORT TERMINAL
PLANT COUNT/LOCATIONS AS OF 04/08/2019**

<p>INTERIOR TERMINAL LEVEL 2 2-SILK DISHES 9-AGLONEMA 1-SCHEFFLERA 92-DRACAENA 5-MASS CANE 3-FICUS 4-FISHTAIL 20-SPATHIPHYLLUM 2-SANSEVIERA 16-ADONIDIA 2-WHITE BIRD 4-PHILODENDRON 1-ZZ 4-RHAPIS 30-POTHOS</p>	<p>EXTERIOR PLANTERS 1ST LEVEL 29-FISHTAIL 128- FERNS 165- POTHOS 15-SANSEVIERA 1-PONY TAIL 16-DRACAENA 1-AGLONEMA</p>
<p>INTERIOR LEVEL 3 1-DRACAENA 1-AGLONEMA</p>	<p>EXTERIOR PLANTERS 3RD LEVEL 9-ROEBELLINI PALM 159-POTHOS 3-PONYTAIL 4-AGLONEMA 7-SANSEVIERA 7-DRACAENA 8-CROTON 6-PHILODENDRON</p>
<p>CONCOURSE B 19-DRACAENA 2-AGLONEMA 3-MASS CANE 4-RHAPIS 1-ZZ 2-PALM</p>	<p>CONCOURSE C 17-DRACAENA 6-AGLONEMA 6-SANSEVIERA 1-MASS CANE 3-WHITE BIRD</p>
<p>EXTERIOR 4TH LEVEL PARKING GARAGE PLANTERS 55-BOUGAINVILLEAS</p>	
<p>EXTERIOR 5TH LEVEL PARKING GARAGE PLANTERS 96-BOUGAINVILLEAS</p>	
<p>EXTERIOR 6TH LEVEL PARKING GARAGE PLANTERS 116-BOUGAINVILLAS</p>	
<p>INTERIOR LEVEL 2-A/B SECURITY CHECK PLANTER-ARTIFICIAL 6- PHILODENDRON 4-MONSTERA 4-FISHTAIL 7-DIEFFENBACHIA</p>	

**RESPONSE PAGE
RFQ #700171/KP**

PLANT AND FOLIAGE MAINTENANCE SERVICES, TERM CONTRACT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	ANNUAL OFFER
1.	PLANT AND FOLIAGE MAINTENANCE SERVICES, INTERIOR & EXTERIOR, PALM BEACH INTERNATIONAL AIRPORT (PBI), AS SPECIFIED HEREIN	12	MONTH	\$ _____	\$ _____ Interior & Exterior
$ \begin{array}{c} \$ \text{ _____} \\ \text{ANNUAL OFFER} \end{array} \times .80 = \$ \text{ _____} \text{ (A)} \\ \text{FACTORED RATE} $					

ITEM	DESCRIPTION	UNIT	HOURLY RATE OFFERED
2.	HOURLY RATE FOR PLANT AND FOLIAGE SERVICES OUTSIDE OF REGULARLY SCHEDULED TASKS	HR	\$ _____ Interior & Exterior
$ \begin{array}{c} \$ \text{ _____} \\ \text{HOURLY RATE OFFERED} \end{array} \times .20 = \$ \text{ _____} \text{ (B)} \\ \text{FACTORED RATE} $			

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**RESPONSE PAGE
RFQ #700171/KP**

PLANT AND FOLIAGE MAINTENANCE SERVICES, TERM CONTRACT

TOTAL FACTOR RATE (A + B) \$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Site Inspection was made, per Term #41? YES/INITIAL _____

Acknowledge Qualification of Quoters information is included, per Term #42? YES/INITIAL _____

Acknowledge Criminal History Records Check requirement, per Term #43? YES/INITIAL _____

Acknowledge Insurance requirements, per Term #50? YES/INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFQ)**

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's RFQ solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to the submission time.

Per General Term and Condition #33, if vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

Per General Term and Condition #37B., the undersigned hereby certifies that the information set forth in General Term and Condition #37B. is true and correct to the best of my knowledge. [] **Check, if agreed to and acknowledged.**

Per General Term and Condition #37B., if there has been within the immediate past 4 years a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the undersigned discriminated against its subcontractors, vendors, suppliers or commercial customers, then the undersigned shall attach a description of the status or resolution of that complaint, including any remedial action taken. [] **Check, if attachment.**

FIRM NAME: (Enter the entire legal name of the quoting entity)

DATE:

*** SIGNATURE:** _____

PRINT NAME:

PRINT TITLE:

ADDRESS: _____

CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # ()

E-MAIL:

TOLL FREE # ()

FAX #: ()

APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____

FEDERAL ID # _____

DRUG-FREE WORKPLACE CERTIFICATION
RFQ #700171/KP

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (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 number (1).
- (4) In the statement specified in number (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 893, Florida Statutes, 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

CERTIFICATION OF BUSINESS LOCATION
RFQ #700171/KP

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) quoters having a permanent place of business in Palm Beach County ("County") or (2) quoters having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, quoters must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the quoter to provide the goods/services being solicited by the County, and will be used to verify that the quoter had a permanent place of business prior to the issuance of the solicitation. The quoter must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the quoter to not receive a local preference.

In instances where the quoter is exempt by law from the requirement of obtaining a Business Tax Receipt, the quoter must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the quoter had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said quoters for additional information related to this requirement after the quote due date.

I. Quoter is a:

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

Headquarters located in Palm Beach County

Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades

Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of quoter's County Business Tax Receipt verifies quoter's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Quoter)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the quoter on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the quoter.

(Signature)

(Date)

**QUALIFICATION OF QUOTERS
REFERENCES FOR RFQ #700171/KP**

Quoter shall list references in accordance with the requirements set forth in the Qualification of Quoters.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____
 NAME OF PRIME RESPONDENT/BIDDER: _____
 CONTACT PERSON: _____
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: _____
 ADDRESS: _____
 PHONE NO.: _____ E-MAIL: _____
 DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____

Total SBE - M/WBE Participation _____

I hereby certify that the above information is accurate to the best of my knowledge: _____
 Signature Title

- Note:**
1. The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/Consultant and a Subcontractor/Subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/Subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(es) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage

The undersigned Subcontractor/Subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/Subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/Subconsultant

Print Name of Prime

Print Name of Subcontractor/Subconsultant

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title

Title

Date: _____

Date: _____

**REFERENCE CHECK
(One reference per sheet)
SOLICITATION #700171/KP**

Firm Name:	Balton Isles Country Club
Company Reference Name:	Plant Partners
The following information was verified with: (Name of Contact Person)	Rob Selmsen

1. **What type of goods / services has the above Firm provided for your Company?**

Notes: All interior Plants / Holiday Displays

How Long? 12 years

What are the start and completion dates for goods / services provided?

Contract Start Date:	Contract Completion Date:
-----------------------------	----------------------------------

What is / was the dollar amount spent for the goods / services? \$66,000

2. **Were you satisfied with the goods / services?** yes

If no, explain why:

3. **Did the above Firm have the proper equipment and personnel to provide the goods / services?**

Yes [✓]

If no, explain why:

4. **How would you rate the Firm's overall performance in meeting your required needs? Check below:**

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[X]	[]	[]	[]	[]

Explain why performance was fair or poor: _____

5. **Would you recommend this Firm for future goods / services?**

Yes [X]

If no, explain why:

Comments: Overall very happy with service.

Palm Beach County Department Signature: 	Date 7/23/19
---	---------------------

**REFERENCE CHECK
(One reference per sheet)
SOLICITATION #700171/KP**

Firm Name:	Northern Trust Bank
Company Reference Name:	Plant Partners
The following information was verified with: (Name of Contact Person)	NATY KAGNUS

1. What type of goods / services has the above Firm provided for your Company?

Notes: Plant / Foliage maintenance for approx. 20 Florida Locations

How Long? 7/8/10 - current

What are the start and completion dates for goods / services provided? usually 5 year's done thro payment company

Contract Start Date: N/A Contract Completion Date: N/A

What is / was the dollar amount spent for the goods / services?

2. Were you satisfied with the goods / services? yes

If no, explain why:

3. Did the above Firm have the proper equipment and personnel to provide the goods / services?

Yes []

If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[<input checked="" type="checkbox"/>]	[]	[]	[]	[]

Explain why performance was fair or poor:

5. Would you recommend this Firm for future goods / services?

Yes []

If no, explain why:

Comments: Overall very satisfied with company. They are very responsive when called. Property Management Company handles the bidding process for the term/length of the contract.

Palm Beach County Department Signature: 

Date: 7/12/19

REFERENCE CHECK
 (One reference per sheet)
SOLICITATION #700171/KP

Firm Name:	Frenchmans Reserve Country Club
Company Reference Name:	Plant Partners
The following information was verified with: (Name of Contact Person)	Anne Cloutier

1. What type of goods / services has the above Firm provided for your Company?

Notes: Plant Foliage Maintenance Interior / Exterior

How Long? 10 years

What are the start and completion dates for goods / services provided? N/A

Contract Start Date: N/A Contract Completion Date: N/A

What is / was the dollar amount spent for the goods / services? \$6,000 years

2. Were you satisfied with the goods / services? yes

If no, explain why:

3. Did the above Firm have the proper equipment and personnel to provide the goods / services?

Yes [X]

If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[X]	[]	[]	[]	[]

Explain why performance was fair or poor: _____

5. Would you recommend this Firm for future goods / services?

Yes [X]

If no, explain why:

Comments: Overall extremely happy with current service

Palm Beach County Department Signature: BUMP	Date 7/12/19
--	---------------------

DEPARTMENTAL EVALUATION FORM

DATE SENT: July 12, 2019	BUYER: Kerry L. Parker
REFERENCE # 700171/KP	TITLE: PLANT AND FOLIAGE MAINTENACE SERVICES, TERM CONTRACT
USER DEPARTMENT: Airports	USER CONTACT: Urlah McCalla

EVALUATE ENCLOSED INFORMATION, SIGN, DATE AND RETURN BY: July 23, 2019

KEYS FOR DEPARTMENT'S EVALUATION (KEYS 2, 3 and 4 ONLY):

- (2) RESPONSIVE AND RESPONSIBLE OFFERER MEETING SPECIFICATIONS
- (3) NOT RESPONSIVE AND / OR RESPONSIBLE TO IFB / RFQ
- (4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS

The following responses have been opened and are attached for your evaluation:

LIST OFFERERS FROM LOWEST TO HIGHEST	TOTAL FACTORED RATE	EVALUATION KEY ONLY (SEE ABOVE)
Plant Partners, Inc.	\$39,881.24	(2)

If an offerer is deemed non-responsive, a detailed justification must be furnished below and / or attached. Generalities will not be accepted as sufficient justification.

REMARKS:

Signature: 

Title: Airport Custodial Contract Admin **Date:** 7/17/19

RESPONSE PAGE
RFQ #700171/KP

PLANT AND FOLIAGE MAINTENANCE SERVICES, TERM CONTRACT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	ANNUAL OFFER
1.	PLANT AND FOLIAGE MAINTENANCE SERVICES, INTERIOR & EXTERIOR, PALM BEACH INTERNATIONAL AIRPORT (PBIA), AS SPECIFIED HEREIN	12	MONTH	\$ <u>4,153.15</u>	\$ <u>49,837.80</u> <small>Interior & Exterior</small>
$\frac{\$ 49,837.80}{\text{ANNUAL OFFER}} \times .80 = \$ \frac{39,870.24}{\text{FACTORED RATE}} \text{ (A)}$					

ITEM	DESCRIPTION	UNIT	HOURLY RATE OFFERED
2.	HOURLY RATE FOR PLANT AND FOLIAGE SERVICES OUTSIDE OF REGULARLY SCHEDULED TASKS	HR	\$ <u>55.00</u> <small>Interior & Exterior</small>
$\frac{\$ 55.00}{\text{HOURLY RATE OFFERED}} \times .20 = \$ \frac{11.00}{\text{FACTORED RATE}} \text{ (B)}$			

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Plant Partners, Inc

RESPONSE PAGE
RFQ #700171/KP

PLANT AND FOLIAGE MAINTENANCE SERVICES, TERM CONTRACT

TOTAL FACTOR RATE (A + B) \$ 39881,24

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Site Inspection was made, per Term #41?

YES/INITIAL CX

Acknowledge Qualification of Quoters information is included, per Term #42?

YES/INITIAL CX

Acknowledge Criminal History Records Check requirement, per Term #43?

YES/INITIAL CX

Acknowledge Insurance requirements, per Term #50?

YES/INITIAL CX

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFQ)**

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's RFQ solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to the submission time.

Per General Term and Condition #33, if vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

Per General Term and Condition #37B, the undersigned hereby certifies that the information set forth in General Term and Condition #37B, is true and correct to the best of my knowledge. [] Check, if agreed to and acknowledged.

Per General Term and Condition #37B, if there has been within the immediate past 4 years a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the undersigned discriminated against its subcontractors, vendors, suppliers or commercial customers, then the undersigned shall attach a description of the status or resolution of that complaint, including any remedial action taken. [] Check, if attachment.

FIRM NAME: (Enter the <u>proper</u> legal name of the quoting entity)		DATE:
Plant Partners, Inc		7-9-19
* SIGNATURE: <u>Charlene Lenger</u>		PRINT NAME: <u>Charlene Lenger</u> PRINT TITLE: <u>President</u>
MAILING ADDRESS: <u>3220 Whitfield Ave</u>		
CITY/STATE: <u>Sarasota FL</u>		ZIP CODE: <u>34243</u>
TELEPHONE # (561) <u>266-0706</u>		E-MAIL: <u>charlie@PlantPartnersInc.com</u>
TOLL FREE # (800) <u>273-5807</u>		FAX # (561) <u>265-2010</u>
APPLICABLE LICENSE(S) NUMBER # <u>JB235306</u>		TYPE: <u>Lawn & Ornamental Pest Control</u>
FEDERAL ID# <u>65-0845606</u>		

License

DRUG-FREE WORKPLACE CERTIFICATION
RFQ #700171/KP

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (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 number (1).
- (4) In the statement specified in number (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 893, Florida Statutes, 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Charlene Lenger the
 (Individual's Name)

President of Plant Partners, Inc
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Charlene Lenger
 Signature

7-9-19
 Date

CERTIFICATION OF BUSINESS LOCATION
RFQ #700171/KP

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) quoters having a permanent place of business in Palm Beach County ("County") or (2) quoters having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, quoters must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the quoter to provide the goods/services being solicited by the County, and will be used to verify that the quoter had a permanent place of business prior to the issuance of the solicitation. The quoter must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the quoter to not receive a local preference.

In instances where the quoter is exempt by law from the requirement of obtaining a Business Tax Receipt, the quoter must (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the quoter had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said quoters for additional information related to this requirement after the quote due date.

I. Quoter is a:
 Local Business

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

Headquarters located in Palm Beach County

Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

Glades Business

Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades

Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of quoter's County Business Tax Receipt verifies quoter's permanent place of business.

THIS CERTIFICATION is submitted by Charlene Lenger as
(Name of Individual)
President of Plant Partners, Inc
(Title/Position) (Firm Name of Quoter)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the quoter on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the quoter.

Charlene Lenger
(Signature)

7-9-19
(Date)

**QUALIFICATION OF QUOTERS
REFERENCES FOR RFQ #700171/KP**

Quoter shall list references in accordance with the requirements set forth in the Qualification of Quoters.

REFERENCE NAME:	Northern Trust Bank	
ADDRESS:	11301 U.S. Highway 1, North Palm Beach	
CONTACT NAME:	Naty Kagnus	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 561-803-7560 FAX:	CELL PHONE: EMAIL: NMK4@NTRS.COM
SCOPE OF WORK:	Plant and Foliage Maintenance Services	
CONTRACT DATES:	7-8-10 to current	

REFERENCE NAME:	Ballan Isles Country Club	
ADDRESS:	101 Ballen Isles Drive, Palm Beach Gardens	
CONTACT NAME:	Ryan Wall	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 561-625-515 FAX: 622-0220	CELL PHONE: EMAIL: RWALLS@TROON.COM
SCOPE OF WORK:	Plant and Foliage Maintenance Services	
CONTRACT DATES:	11-19-06 to current	

REFERENCE NAME:	Frenchman's Reserve Country Club	
ADDRESS:	3370 Grand Corniche, Palm Beach Gardens	
CONTACT NAME:	Andre Cloutier	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 561-630-0333 FAX: x128	CELL PHONE: EMAIL:
SCOPE OF WORK:	Plant and Foliage Maintenance Services	
CONTRACT DATES:	8-27-18 to current	

FIRM NAME: Plant Partners Inc
A CLOUTIER @ FRENCHMANS RESERVE.COM

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Item 42B

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
February 26, 2019	JR233006	February 29, 2020

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 402 FOR THE PERIOD EXPIRING: February 29, 2020 AT

3220 WHITEFIELD AVENUE
SARASOTA, FL 34243

PLANT PARTNERS INC
3220 WHITEFIELD AVENUE
SARASOTA, FL 34243

Nicole Fried
NICOLE "NIKE" FRIED, COMMISSIONER

Letter and Ornamental

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

PLANT PARTNERS INC
3220 WHITEFIELD AVENUE
PEST CONTROL COMPANY FIRM

JR233006

HAS PAID THE FEE REQUIRED BY CHAPTER 402 FOR THE PERIOD EXPIRING February 29, 2020

Nicole Fried Signature
COMMISSIONER

Wells Card - FIRM FIRM

BUREAU OF LICENSING & ENFORCEMENT
3125 CORNER BLVD, BLDG. 6
TALLAHASSEE, FLORIDA 32309-1400



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County
 Serving you.

P.O. Box 3363, West Palm Beach, FL 33402-3363
 www.pbctax.com Tel: (561) 355-2284

"LOCATED AT"
 6710 East ROGERS CIR
 BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	ORGANIZATION #	RECEIPT NUMBER PAID	AMT PAID	ISS. #
61-8007 PLANT MAINTENANCE	PLANT PARTNERS INC		818J04221 - 880878	\$33.00	84078008

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT

81 - 1919

BOTANICA INTERIOR PLANTS
 BOTANICA INTERIOR PLANTS
 3220 WHITFIELD AVE
 SARASOTA, FL 34249-3313

LBTR Number: 200709797
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

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 Local Preference

**Palm Beach County
Office of Equal Business Opportunity (OEBO)**

Certifies That

Plant Partners, Inc.

dba Botanica FL, dba Tropex, dba Greenery Unlimited

VENDOR # VC0000125026

is a Small/Women Business Enterprise (S/WBE) as prescribed by section 2-80.21 - 2-80.30 of the Palm Beach County Code for a three-year-period from

June 24, 2019 to June 23, 2022

The following Services and/or Products are covered under this certification:

- 59561 Plants, Indoor
- 59561-30 Plants, Indoor

Allen Gray

Allen Gray, Manager

Monday, June 24, 2019



**Palm Beach County Board of
County Commissioners**

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hai Valoche
Greg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator
Verdenia Baker

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