

REQUEST FOR OFFERS
No. 24-TA005166AF
SUPPLEMENTAL LABORATORY
SERVICES
FEBRUARY 14, 2023

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205
purchasing@mymanatee.org



**NOTICE TO OFFERORS, REQUEST FOR OFFERS No. 24-TA005166AF
SUPPLEMENTAL LABORATORY SERVICES**

Manatee County, a political subdivision of the State of Florida, will receive Offers from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Offerors), to provide supplemental laboratory services, as specified in this Request for Offers (RFO).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Offers in response to this RFO is **March 14, 2024 by 3:00 P.M. ET.** Offers must be emailed to the Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

There is no Information Conference scheduled for this solicitation.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this RFO to the Manatee County Procurement Division by **February 28, 2024 at 3:00 P.M. ET.** Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.09 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Ashley Forrest, Procurement Agent II

(941) 749-3044, Fax (941) 749-3034
Email: ashley.forrest@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

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SECTION A, INSTRUCTIONS TO OFFERORS

To receive consideration, Offerors must meet the minimum qualification requirements and comply with the instructions contained in this RFO. Offers will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 OFFER DUE DATE

The Due Date and Time for submission of Offers in response to this RFO is **March 14, 2024 by 3:00 P.M. ET**. It will be the responsibility of the Offeror to email its Offer to the Designated Procurement Contact by the Due Date and Time for submission of Offers in response to this RFO.

A.02 SUBMISSION OF OFFERS

Offeror may submit its offer by either of the delivery method options below:

A. OPTION ONE – By courier or hand delivery

The contents of the Offer package, if submitted by courier or hand delivery, must include:

- One (1) bound copy identifying Offeror and marked “COPY” with all required information and identical to the Original; and
- One (1) electronic format “Original” copy(s) identifying Offeror. Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Offer copies. Electronic copies must contain an identical Offer to the original.

Submit the Offer package with the following information clearly marked on the outside: **RFO 24-TA005166AF Supplemental Laboratory Services and Offeror’s name** and deliver to Manatee County Procurement Division at the following address:
Manatee County, Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205

B. OPTION TWO – Via EMail

The contents of the Offer package, if submitted via EMail, must include:

- One (1) electronic format Original identifying Offeror and containing all information required.

Email submission should be submitted in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in a single document. Do not password protect or otherwise encrypt electronic Offer submission. Submit the electronic Offer via Email with the following information in the Email ‘Subject Line’: **RFO 24-TA005166AF Supplemental Laboratory Services and Offeror’s name**. Electronic package is to be delivered to the Designated Procurement Contact via email at ashley.forrest@mymanatee.org prior to the Due Date and Time.

A.03 ORGANIZATION OF OFFERS

Offers must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

Offers must clearly indicate the legal name, address and telephone number of the Offeror. Offers must be signed by an individual authorized to make representations for the Offeror.

A.04 ADDENDA

Any interpretations, corrections or changes to this RFO will be made by addenda. Addenda will be posted on the Procurement Division’s web page of the Manatee County Government (hereinafter referred to as County) website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will also be posted on the third-party distribution system on the ‘Planholders’ link.

All addenda are a part of the RFO and each Offeror will be bound by such addenda. It is the responsibility of each Offeror to read and comprehend all addenda issued. Failure of any Offeror to acknowledge an issued addendum in its Offer will not relieve the Offeror from any obligation contained therein.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.05 OFFEROR EXPENSES

All costs incurred by Offeror in responding to this RFO and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Offeror.

A.06 FALSE OR MISLEADING STATEMENTS

Offers which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Offeror, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Offer, and the attribute, condition or capability is a requirement of this RFO. Such Offeror will be disqualified from consideration for this RFO and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.07 WITHDRAWAL OR REVISION OF OFFERS

Offerors may withdraw Offers under the following circumstances:

- A. If Offeror discovers a mistake(s) prior to the Due Date and Time. Offeror may withdraw its Offer by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time

for receiving Offers. A copy of the request shall be retained and the unopened Offer returned to the Offeror; or

- B. After the Offers are opened but before a contract is signed, Offeror alleges a material mistake of fact if:
1. The mistake is clearly evident in the solicitation document; or
 2. Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made in the Offer. Request to withdraw an Offer must be in writing and approved by the Procurement Official.

A.08 JOINT VENTURES

Offerors intending to submit an Offer as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.09 LOBBYING

After the issuance of any solicitation, no prospective Offerors, or their agents, representatives or persons acting at the request of such Offeror, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.10 EXAMINATION OF OFFERS

The examination and evaluation of the Offers submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days. Therefore, Offers submitted in response to this RFO must be valid for ninety (90) calendar days after the Due Date.

A.11 ERRORS OR OMISSIONS

Once an Offer is opened, the County will not accept any request by Offeror to correct errors or omissions in the Offer other than as identified in paragraph A.07.

A.12 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Offers received to determine if the Offeror is responsible and responsive.

To be responsive an Offeror must submit an Offer that conforms in all material respects to the requirements of this RFO and contains all the information, fully completed attachments and forms, and other documentation required. Offers that are deemed non-responsive will not be considered or evaluated.

To be responsible, an Offeror must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFO. Offers submitted by Offerors that are deemed non-responsible will not be considered or evaluated.

A.13 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Offers, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Offer is received, the County reserves the right to negotiate with the Offeror. The County reserves the right to award the contract to a responsive and responsible Offeror which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Offeror to perform the work or service requested. Upon request by the County, Offeror shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Offeror; verification of availability of equipment and personnel; and past performance records.

A.14 APPLICABLE LAWS

Offeror must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.15 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Offeror is prohibited from delineating a separate line item in its Offer for any sales or service taxes.

The Offeror who is awarded the Agreement (Successful Offeror) will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.16 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.17 COLLUSION

Offeror certifies that its Offer is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting an Offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Offeror from participation in future County solicitations for a specified period.

The County reserves the right to disqualify an Offeror during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Offeror.

A.18 CODE OF ETHICS

With respect to this Offer, if any Offeror violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Offeror will be disqualified from eligibility to perform the work described in this RFO, and may also be disqualified from submitting any future bids or Offers to supply goods or services to Manatee County.

A.19 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an Offer on a contract to provide any goods or services to a public entity, may not submit an Offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit Offers on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Procurement Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Offeror must complete Attachment C, Public Contracting and Environmental Crimes Certification Form and submit with its Offer.

A.20 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or Offer opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.21 EQUAL EMPLOYMENT OPPORTUNITY

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

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.23 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this RFO become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119. Offers become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b).

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

Pursuant to Florida Statute 119, to the extent Successful Offeror is performing services on behalf of County, Successful Offeror must:

- A. Keep and maintain public records required by public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time.
- 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.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records.

IF THE SUCCESSFUL OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, LACY.PRITCHARD@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

A.24 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of an Offer in response to a RFO are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of an Offer in response to the RFO shall belong exclusively to County.

To the extent that Offeror desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material must be submitted in accordance with Exhibit 2, Offer Response Requirements; Section 2.02, Offer Format; Tab 4, Trade Secrets.

In conjunction with trade secret designation, Offeror acknowledges and agrees that:

- A. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Offerors request for trade secret at any time; and
- B. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and

- C. That after notice from County that a public records request has been made pursuant to Offeror's Offer, the Offeror at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Offeror in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Offeror will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Offer as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Offer is non-responsive.

Offeror will indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Offeror, including actions or claims arising from County's non-disclosure of the trade secret materials.

A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- A. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- B. Successful Offeror agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Offeror receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.26 E-VERIFY

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

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

By submission of an Offer in response to this RFO, the Successful Offeror commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The Successful Offeror shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.27 LICENSES AND PERMITS

The Successful Offeror shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Offeror is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.28 BINDING OFFER

Offers will remain valid for a period of ninety (90) days following the Due Date and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of an Offer will be taken as prima facie evidence that the Offeror has familiarized itself with the contents of this RFO.

A.29 SOLICITATION SCHEDULE

The following schedule has been established for this solicitation process:

Scheduled Item	Scheduled Date
There is no Information Conference scheduled for this solicitation	
Question and Clarification Deadline	February 28, 2024, by 3:00 P.M. ET
Offer Response Due Date and Time	March 14, 2024, by 3:00 P.M. ET
Projected Award	April, 2024

SECTION B, EVALUATION OF OFFERS

B.01 EVALUATION

Evaluation of Offers will consider all information submitted by each responsible and responsive Offeror, any clarification information provided by an Offeror, feedback received from Offeror’s references, and any other relevant information received regarding Offeror, to ascertain the ability of the Offeror to perform the scope of services as stated in this RFO. Each Offeror must ensure that its Offer contains all the information requested in this RFO and reflects Offeror’s best offer.

As part of the evaluation process the County may request additional information or clarification from Offerors for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Offeror, and (c) understanding of the offer submitted. Additional information and/or clarification must be submitted by Offeror within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Offerors as part of the evaluation process. If conducted, only those Offerors that are deemed by the County as having a reasonable probability of being selected for award will be invited to meet with the County. The interviews, presentations and/or demonstrations are closed to the public.

B.02 EVALUATION CRITERIA

The following evaluation criteria has been established for this RFO:

Criteria	Maximum Points
Proposer & Team's Experience	30
Capacity	30
Approach	25
Fee Rate Schedule	15

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

- A. The Offer will serve as a basis for any negotiations.
- B. Upon submission, all Offers become the property of Manatee County which has the right to use any or all ideas presented in any Offer submitted in response to this RFO whether, or not, the Offer is accepted.
- C. All products and papers produced by Offeror and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

A recommendation will be made as to the Offeror(s) with whom the County should enter into negotiations, if any. Upon approval of the recommendation, the Successful Offeror will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

C.03 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the Successful Offeror(s) will be presented for approval per County ordinances, policies and procedures.

C.04 AGREEMENT

The selected Offeror(s) will be required to enter into an agreement. The agreement may or may not include all elements of this RFO or the successful Offeror's Offer where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

C.05 AWARD

County may not make award to an Offeror who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Offeror attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Offeror's statement is discovered to be false, Offeror will be subject to suspension and/or debarment and County may terminate any contract it has with Offeror.

Award of an agreement is subject to the successful negotiations and the approval as provided for in the Manatee County Procurement Code.

END SECTION C

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

- Addendum No.: _____ Date Received: _____
- Addendum No.: _____ Date Received: _____
- Addendum No.: _____ Date Received: _____
- Addendum No.: _____ Date Received: _____
- Addendum No.: _____ Date Received: _____
- Addendum No.: _____ Date Received: _____
- Addendum No.: _____ Date Received: _____
- Addendum No.: _____ Date Received: _____

Print or type Offeror’s information below:

Name of Offeror: _____

Telephone Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Website Address: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

Return this fully executed form with your Offer.

ATTACHMENT B, OFFER SIGNATURE FORM

The undersigned represents that:

- (1) by signing the Offer, that he/she has the authority and approval of the legal entity purporting to submit the Offer and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the Offer are true and correct;
- (3) if the Offeror is selected by County to negotiate an agreement, that Offeror’s negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFO;
- (4) by submitting an Offer and signing below, the Offeror agrees to all terms and conditions in this RFO, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Offeror understands that if it submits exceptions to the Contract in its Offer, the Offeror’s Offer may be determined non-responsive; and
- (5) the Offeror, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Offeror’s information below:

Signature of Authorized Official / Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Name of Offeror: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Website URL: _____

Return this fully executed form with your Offer.

ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

[Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall

include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Supplier Signature]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____ by _____
_____ who is personally known ____ OR Produced _____
_____ [Type of identification]

Notary Public Signature

My commission expires _____

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

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

Return this fully executed form with your Offer.

ATTACHMENT D, INSURANCE REQUIREMENTS

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The SUPPLIER shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$1,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee

- \$500,000 Disease Policy Limit

Worker’s Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers’ compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer’s Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements. NOTE: Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

OTHER INSURANCES

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a ‘smooth’ limit
- \$ General Aggregate

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed

and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder’s Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, SUPPLIER shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate

Hazardous Waste Transportation Insurance

SUPPLIER shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper's Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER’S care, custody and control

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- A. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the SUPPLIER, his agents, representatives, and employees; products and completed operations of the SUPPLIER; or automobiles owned, leased, hired or borrowed by the SUPPLIER. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers. In addition to furnishing a Certificate of Insurance, the SUPPLIER shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- B. The SUPPLIER'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of SUPPLIER'S insurance and shall be non-contributory.
- C. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

- A. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- B. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- C. The project's solicitation number and title shall be listed on each certificate.
- D. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- E. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- F. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- G. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
- H. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- I. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.
- J. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.

- K. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

- L. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

ATTACHMENT D, SUPPLIER’S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of the Agreement and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Return this fully executed form with your Offer.

ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT

RFO No. 24-TA005166AF

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
_____, as [INSERT TITLE] _____ of [INSERT
CONSULTANT NAME] _____, with full authority to bind (hereinafter
"CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for _____

DATED this ____ day of _____, 20____.

CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____
_____, 20____, by [NAME]_____, as [TITLE] _____
_____ of [CONSULTANT]_____. He / She is personally
known to me or has produced _____ [TYPE OF
IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

Return this fully executed form with your Offer.

EXHIBIT 1, SCOPE OF SERVICES
RFO No. 24-TA005166AF

1.01 BACKGROUND INFORMATION

It is the intent of Manatee County (hereinafter in this Scope referred to as County) to establish an annual agreement or multiple agreements, on an "as required" basis, for the procurement of sampling and/or analytical services to supplement the Utilities Department's internal laboratory capabilities. The purpose of this Request for Offer is to establish an agreement(s) for the required services to secure the cost and availability for procurement. Quantities listed on the interactive excel spreadsheet are estimates only and are not guaranteed.

1.02 SCOPE

Successful Offeror (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide supplemental laboratory services that will meet the requirements of the Agreement.

Sampling will normally be conducted by County staff, except for some Landfill Section projects or when other sections are short-staffed, or project requires special sampling protocols that County staff are not either equipped or trained to perform. The County may request the Contractor to provide sampling services on an as required basis. The Contractor shall be responsible for providing labeled sample containers, sample preservatives, and field sampling services according to Florida Administrative Code (FAC) 62-160, Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) and as required for methods employed for use as approved under 40 CFR Part 136 (for wastewater samples – Section B), upon request, and the SOP referenced therein.

The County will provide the Contractor with a Sample Request Letter (via email) prior to the beginning of the sampling event which will delineate the analyses required, guidance on where to find information detailing use of approved methodology (if applicable), analytical methods to be utilized (if preference/permit required), detection limits (if project required) and the schedule for sampling.

Whether performing the sampling or not, the Contractor shall also be responsible for supplying the County with dedicated coolers, sample bottles/kits and courier services/shipping to and from the County facilities for analyses subcontracted to Contractor. Sample bottles/kits provided must meet analytical method requirements such that data is not qualified as being improperly preserved when analyzed. To ensure sample integrity and sample holding times are met, the laboratory performing sample collection and field measurements, shall be located within a 300-mile radius of the County Administration Building.

The Contractor shall be responsible for ensuring that all samples will be analyzed

within the prescribed holding time. All samples received by the Contractor from the County shall be retained after the date of the final report submittal to the County to ensure that reanalysis is possible if requested. Contractor is responsible to ensure that sufficient sample volume is collected such that reanalysis is possible, if requested. Samples shall be retained for the following time frames: a minimum of 90 days for metal samples and 45 days for all other samples.

A final report (electronic format [.pdf and .csv files]) and associated invoice shall be delivered to the County within 10 days for Wastewater Compliance samples and 20 days for all other samples from receipt of the sample to ensure timely reporting to regulatory agencies. Chain of Custodies will reflect if samples submitted are Wastewater Compliance samples to ensure 10-day turnaround time is met.

The County reserves the right to add or remove services as required.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

- A. Deliver on an "as required" basis only as directed by the Central Lab, Water Treatment Quality Control Lab, and the Landfill Operations at the following locations:
 - 1. Central Laboratory- 4751 66th Street West, Bradenton, FL 34210
 - 2. Water Treatment Laboratory - 17915 Waterline Road, Bradenton, FL 34212
 - 3. Landfill Operations - 3333 Lena Road, Bradenton, FL 34202
- B. Normal delivery and pick-up hours are between 8:00 AM and 3:00 PM, Monday through Friday. Delivery and pick-up outside these hours shall require an appointment and special security assistance.
- C. Volatile Organic Compounds (VOC) trip blanks as necessary.
- D. Maintain and submit a copy of FL Certificate and Scope of Accreditation. If any changes occur to FL Certificate or Scope of Accreditation impacting work performed on behalf of the County, Contractor must notify County Laboratory Manager(s) as soon as possible. If Contractor is using a third-party subcontractor, then approval must be given by County Laboratory Manager(s) for use of subcontractor and a copy of the subcontractor's FL Certificate and Scope of Accreditation shall be submitted with approval request.
- E. County reserves the right to inspect Contractor's facilities during normal business hours, to verify compliance with specifications outlined herein, prior to agreement award and throughout the duration of the agreement.
- F. When possible, supply a sample acceptance communication/report/form via email for each sampling event/sample submission event that details the samples received. Date and time of receipt of samples, analytes and corresponding methods of analysis shall be included in the sample acceptance communication.
- G. Report data utilizing units (e.g., mg/L, etc.), as specified, on Chain of Custody submitted with samples.

- H. Ensure County personnel sign, date, and time stamp each pick-up and delivery. Deliveries and pick-up to include, but not limited to, samples collection, sample kits, etc.
- I. Perform the services in accordance with Florida Administrative Code 62-160, FDEP SOP and as required for methods employed for use as approved under 40 CFR Part 136 (for wastewater samples – Section B), upon request, and the SOP referenced therein.

1.04 SERVICE REQUIREMENTS

Contractor services shall include but not be limited to:

- A. Court defensible chain of custody forms for all samples shall be always maintained for the duration of the agreement. A signed copy of the sample chain of custody shall be provided with the analytical results of each sample.
- B. Contractor Laboratory Director/Manager (defined as the individual responsible for the overall daily operation of the laboratory), shall be, upon request, accessible to the County Laboratory Manager(s) to resolve issues, disputes and questions related to the agreement and analytical reports.
- C. Required Turn-Around Time
 - Final reports and electronic data are to be received by the County within 10 days from sample receipt for all Wastewater Compliance samples and within 20 days of sample receipt for all other samples by the Contractor. However, there may be occasions when a 24-hour, three (3) business day, or five (5) business day turnaround time will be required; in these instances, the County will pay the agreement list price employing the appropriate cost markup, and final reports shall be provided to the County within the required and agreed upon expedited turn-around time. In instances where the Contractor does not meet the required and agreed upon analysis turn-around time, a 10% reduction in agreement cost per required analysis shall be assessed as a penalty for each additional business day the final report delivery date is delayed.
- D. Immediately notify the appropriate County representative via telephone or email in the event of any sample holding times that are missed, accuracy problems, reporting problems, exceedances of any Maximum Contaminant Level, or if abnormal test results become apparent to the Contractor, prior to release of the final report. If final reports are held up due to longer than normal turnaround times on certain analytes, partial reports may be requested by the County prior to issuance of final hard copy and electronic reports.
- E. Additional tests or methods may be required by various regulatory agencies over the term of the agreement. These tests, and others, may be added to the agreement at the discretion of the County at prices not to exceed the cost of comparable tests already part of the agreement.
- F. Reanalysis of suspect data (possible invalid data) shall be provided by the Contractor at the request of the County. Reanalysis results require a five (5) business day turnaround time, and final analytical reports for samples requiring reanalysis will include all required reporting elements for both the original sample analysis and its

reanalysis. Cost for reanalysis of questionable data shall be borne by the County unless the original result is invalidated due to Contractor error, or reanalysis does not support the original sample analysis (within laboratory published precision limits), in which case cost of the original analysis and reanalysis shall be borne by the Contractor. Locations which shall be re-sampled and reanalyzed due to Contractor error, analyses out of holding time, lost samples, equipment failure, etc., shall be the sole responsibility of the Contractor. Any re-sampling by the Contractor shall be coordinated with the County representative.

- G. Maintain FDEP Environmental Laboratory Certification Program (ELCP) certification throughout the duration of the agreement.
- H. Achieve a minimum 95% acceptance on all proficiency tests participated in for the duration of the agreement.
- I. Submit Laboratory Quality Manual and Field Sampling Quality Manual and any revised copies of these documents for the duration of the agreement to the County.
- J. All sample handling, tracking, analysis, reporting, and disposal shall be performed in accordance with the most recent approved standards from The NELAC Institute (TNI) as noted in FAC 64E-1.
- K. Quality assurance data shall be included with all analytical laboratory reports. Reports at minimum must include:
 - 1. Blank summary
 - 2. Duplicate summary
 - 3. Matrix spike/matrix spike duplicate summary
 - 4. Calibration verification data summary
 - 5. Surrogate summary
 - 6. Extraction and analysis time(s) and date(s)
- L. The Minimum Detection Limit (MDL) and/or the Practical Quantitation Limit (PQL) to be used in the analysis of the individual parameters shall be approved by the County. Contractor shall not elevate the MDL and/or PQL without approval from the County.
- M. Provide a copy of all Quality Assurance/Quality Control correspondence between the Contractor and the Florida Department of Health and the FDEP related to the services provided.
- N. Dioxin analyses must be high-resolution scans, not screens.
- O. All Wastewater and Wastewater Compliance sample analyses shall follow/employ analytical protocols specified in 40 CFR Part 136 for aqueous samples, 40 CFR Part 503 for biosolid samples, and EPA SW-846 for TCLP analyses. Any deviation or exception from this requirement must be approved in writing by the County.
- P. Where applicable and when requested, provide written analytical reports on FDEP approved forms. Final reports and electronic data shall be provided to County within 10 days of sample receipt for all Wastewater Compliance samples and within 20 days of all other sample receipt, unless otherwise arranged with Contractor (e.g. there may be occasions when shorter turn-around times are required; in those instances, the County will pay agreement prices employing the appropriate cost markup, and final reports shall be provided to the County within the required expedited turn-around time). Contractor shall provide reports in hard

copy and electronic form (.csv and .pdf via email). Appropriate FDEP qualifier codes shall be used when required. Data from all sampling events for all parameters shall be retained by the Contractor for five (5) years. All laboratory analysis reports shall be submitted with a copy of the appropriate invoice.

1.05 SAMPLING EVENTS

- A. Provide the County labeled sample containers as defined in FAC 62-160. Containers shall contain the proper amount and type of preservative for the parameters to be analyzed. Contractor shall provide dedicated coolers in sufficient quantity to meet the sampling requirements of the County and this agreement. Contractor shall be responsible for transport to and from the County. Coolers shall be used for no other purpose than transport of County samples and shall be kept in good repair. The County will provide the Contractor a Sample Request Letter with a parameters list.
- B. Prepare and mark all containers. Only waterproof labels and markers shall be used on bottles. Samples will be shipped to the Contractor on wet ice. Sampling Kit shall contain a packing list indicating the bottles which were included. The Sample Kits are required to be delivered to the County during normal working hours, Monday through Friday only.
- C. Coolers are to be packed by sampling event (i.e., segregated kits for different events). The sampling location, as designated by the Sample Request Letter, shall be on all packing lists. All bottles (including VOC bottles) shall be labeled with the site name, sample identification, type of preservative, and the sample analytes. The label shall include space for sample date and time, which will be completed by County staff.
- D. Samples received by the Contractor will have the Chain of Custody indicating the parameters to be analyzed; the appropriate portion of the Sample Request Letter will be attached to the Chain of Custody, as required.
- E. If the Contractor is requested to perform field sampling, the Contractor will be responsible for following all FDEP requirements as outlined in FAC 62-160, and the SOP referenced therein. The Contractor shall be responsible for exercising strict chain of custody over all County samples. Copies of all chain of custody forms shall accompany the reports of analysis to the County. The Contractor is responsible for providing the County with written explanations for all Quality Assurance irregularities regarding FDEP, NELAC and County specifications.

1.06 FORMAT OF DATA

Hardcopy: A formatted paper copy of the results shall be submitted. The appropriately signed hard copy report may be submitted in PDF format (or other pre-approved format) via email. Each report shall comply with the most recent approved version of TNI Standards as noted in FAC 64E-1. Each report shall be signed by the Laboratory QA/QC Officer, the Laboratory Director or Manager, and/or the Project Manager. The format of the results shall be consistent with the appropriate regulatory reporting standard. In addition, original laboratories standard reporting forms are also required.

Electronic: An electronic copy of the results shall be submitted. The electronic

storage of the data shall be submitted to the County in Microsoft Excel and/or Microsoft Access and shall include, at a minimum, the following data fields:

1. Sample collection date and time
 2. Analysis start date and time
 3. Sample preparation start date and time
 4. Result
 5. Units
 6. Parameter name
 7. County sample ID
 8. Analyst performing analysis
 9. Method MDL
 10. Method PQL
 11. Qualifier code(s)
 12. QC Batch ID and corresponding County samples ID(s) associated with the QC Batch
- A. Reports associated with Section C of the attached spreadsheet (Solid Waste - Lena and Erie Road Landfills) shall be provided in an electronic format consistent with the requirements for importing into the FDEP website.
- B. The County reserves the right to modify the database file format throughout the agreement period as required for any possible changes that may occur due to regulatory or other updates. Upon notification from the County, the Contractor will have up to four (4) weeks to implement said changes except in those instances where regulatory authority dictates a more expeditious time frame. The County shall not be responsible for additional cost incurred by the Contractor due to these changes Protection's databases as summarized on the FDEP's website at: <http://www.dep.state.fl.us/waste/categories/shw/pages/ADaPT.htm>.
- C. Contractors electronic report format shall allow for the seamless migration of data to the County's two (2) Laboratory Information Management Systems. A report consists of one (1) individual sampling event. The electronic results may be submitted via email, preferably as a .csv file.

1.07 ACCESSIBILITY

Contractor shall ensure all electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meet the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END EXHIBIT 1

EXHIBIT 2, OFFER RESPONSE REQUIREMENTS

RFO No. 24-TA005166AF

This section identifies specific information which must be contained within the Offer and the order in which such information should be organized. The information each Offeror provides will be used to determine those Offerors with the background, experience and capacity to perform the scope of services as stated in this RFO and which Offer best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Offers.

2.01 INFORMATION TO BE SUBMITTED

The contents of each Offer will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Offer should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

2.02 OFFER FORMAT

A. FORMAT

The contents of the Offer package, if submitted in hard copy include:

- (1) One bound hard copy original
- (2) One electronic format copy in a single continuous file. Do not submit electronic Offer in separate files for each TAB section shown below. Do not password protect or otherwise encrypt electronic submissions. Electronic submissions should be submitted on a Universal Serial Bus (USB) drive in Microsoft Office® or Adobe Acrobat® PDF format.

The contents of the Offer package, if submitted electronically include:

- (1) One electronic format original submitted via email to the Designated Procurement Contact.

NOTE: Electronic submissions should be submitted on a USB drive in Microsoft Office® or Adobe Acrobat® PDF format **in one file** that includes all required TAB sections shown below in a continuous file. Do not submit Offer in separate files for each TAB section. Do not password protect or otherwise encrypt electronic submissions.

For more information regarding submission of offers, refer to the Request for Offers, Section A.02, Submission of Offers.

B. TAB 1 - INTRODUCTION

In Tab 1, include the following:

1. A cover page that identifies Offeror, the RFO by title and the RFO number.
2. An introductory letter/statement that describe your Offer in summary form (limit 2 pages).
3. A table of contents.

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2, submit the information and documentation requested that confirms Offeror meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Offeror must possess a current, valid Environmental Laboratory Certification issued by Florida Department of Health.

Provide a copy of Offeror’s Environmental Laboratory Certification issued by Florida Department of Health

3. The Offeror has provided supplement laboratory services for at least three (3) client references for which Offeror has provided services similar in the scope of work as defined in this RFO, who are agreeable to responding to an inquiry by the County

Provide the following information for the three (3) following references.

- a. Client name
- b. Client address
- c. Client contact name
- d. Client contact phone number
- e. Client contact email address
- f. Brief description of all services provided (1-2 sentences)
- g. Performance period (start/end dates)

4. Offeror Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No documentation is required. The County will verify.

5. Offeror is not on the Florida Department of Management Services Suspended, Debarred, and Convicted Vendor Lists.

No documentation is required. The County will verify.

6. Offeror has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five (5) years.

Offeror must complete Attachment C, Public Contracting and Environmental Crimes Certification Form and submit with its Offer attesting

that it has not been convicted of a public entity crime or environmental law in the past five (5) years.

7. If Offeror is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Offeror is a joint venture, provide a copy of Offeror's approved filing with the Florida Department of Business and Professional Regulation.

8. Offeror has no reported conflict of interests in relation to this RFO.

If no conflicts of interests are present, Offeror must submit a fully completed copy of Attachment E, Conflict of Interest Affidavit.

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Offeror's firm or any of its branches.

D. TAB 3 – FORMS

In Tab 3, provide the completed and executed Attachments included in this RFO:

1. Attachment A, Acknowledgement of Addenda Form
2. Attachment B, Offer Signature Form
3. Attachment C, Public Contracting and Environmental Crimes Certification Form
4. Attachment D, Supplier's Insurance Statement
5. Attachment E, Conflict of Interest Affidavit

E. TAB 4 - TRADE SECRETS

In Tab 4, Pursuant to Section A.24, Trade Secrets, identify any trade secret being claimed. **NOTE: Designation of the entire Offer as "Trade 'Secret', 'Proprietary' or 'Confidential' is not permitted and may result in a determination that the Offer is non-responsive and therefore will not be evaluated or considered.** Offeror must submit purported trade secret information as follows:

1. Trade secret material must be segregated in a separate document, from the portions of the Offer that are not being declared as trade secret. **NOTE: Trade secret requests made after the Due Date and Time are not allowed.**
2. Offeror shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Offeror shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.
3. Offeror shall provide an additional hard copy and electronic copy of its Offer that redacts all designated trade secrets.

F. TAB 5 - OFFEROR STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Offeror as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Offeror's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Offeror's W-9.
6. Contact information for Offeror's corporate headquarters and local office (if different) NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties. Include the following:
 - a. Address
 - b. City, State, Zip
 - c. Phone
 - d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Offeror's primary and secondary representatives during this RFO process to include the following information:
 - a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address
 - e. City, State, Zip
9. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Offeror, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any ownership changes to Offeror's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

G. TAB 6 – OFFEROR AND TEAM'S EXPERIENCE (30 POINTS)

In Tab 6, provide details of Offeror and its team's experience to include the following:

1. Provide a summary of Offeror's background, size and years in business.
2. Provide Offeror's years of experience in Supplemental Laboratory Services, particularly for other government agencies in Florida.
3. Identify and include information regarding experience and qualifications of Offeror's key staff (e.g., project lead, managers, supervisors) to be assigned to the services. Include the address of their current primary office location, email address and phone number.
4. Identify any proposed sub-contractors to accomplish the work. Include the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to Supplemental Laboratory Services.
5. Describe any significant or unique accomplishments or recognition received by

Offeror or its subcontractors in previous similar services.

H. TAB 7 - CAPACITY (30 POINTS)

In Tab 7, provide the following information regarding Offeror's capacity for the provision of services.

1. Specify the location(s), including the complete physical address, where the work for these services will be performed, including work performed by subcontractors, if applicable.
2. Details of Offeror's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
3. If Offeror's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
4. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each other.
5. If Offeror is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
6. An explanation, in general terms, of Offerors' financial capacity to perform the scope of services. If Offeror is jointly filing an Offer with other entities, details must be provided to demonstrate financial capacity of each entity.
7. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Offeror, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Offeror's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Purchasing Official, which will be placed in the Offer files for subsequent use, review, and discussions during evaluations.
8. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Offeror through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
9. Detail Offeror and any subcontractor's current workloads and any projected changes to the workload within the next six (6) months.
10. Any additional information that would assist the County in the evaluation of Offeror's capacity.

I. TAB 8 – APPROACH (25 POINTS)

In Tab 8, provide Offeror's project approach to include the following:

1. A narrative of Offeror's approach to project management and the provision of services as outlined in Exhibit 1, Scope of Services.
2. A narrative that clearly demonstrate Offeror's ability and willingness to meet the requirement of the services described in Exhibit 1, Scope of Services.
3. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
4. Offeror shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - b. How the Offeror physically plans on attending pre-scheduled meetings
 - c. How the Offeror plans on ensuring accessibility and availability during the term of the Agreement
5. Describe the latest processes that your company is using, that are technically proven and the most cost effective means possible, for supplemental laboratory services.
6. Provide one (1) sample report of supplemental laboratory services.
7. Detail Offeror's accessibility under Section 508 of the Rehabilitation Act strategies and processes as follows:
 - a. Are all documents offered as part of this RFO compliant with Section 508 and/or WCAG 2.0 AA? If no, provide an itemized list of those items that are not compliant and identify who will pay to remediate any necessary fixes.
 - b. If not compliant, detail Offeror's strategies and approach to meeting the accessibility compliance standards.
8. Any additional information that would assist the County in the evaluation of Offeror's approach.

J. FEE RATE SCHEDULE (15 POINTS)

Offerors should use the Fee Rate Schedule in the separately attached Microsoft® Excel spreadsheet for submitting fees. Fees must be submitted as all-inclusive to provide supplemental laboratory services in accordance with the requirements set forth in this RFO.

END EXHIBIT 2

**EXHIBIT 3, FEE RATE SCHEDULE
SUPPLEMENTAL LABORATORY SERVICES
RFO 24-TA005166AF**

**SECTION A:
TESTS FOR WATER TREATMENT PLANT**

DRINKING WATER

1.	NAME OF TEST: PRIMARY INORGANICS		Tests per year	Unit Price	Extended Cost
	Asbestos		1		\$0.00
	Antimony		4		\$0.00
	Arsenic		4		\$0.00
	Barium		4		\$0.00
	Beryllium		4		\$0.00
	Cadmium		4		\$0.00
	Chromium		4		\$0.00
	Cyanide		4		\$0.00
	Fluoride		4		\$0.00
	Lead		4		\$0.00
	Mercury		4		\$0.00
	Nickel		4		\$0.00
	Nitrate (as N)		8		\$0.00
	Nitrite (as N)		8		\$0.00
	Selenium		4		\$0.00
	Sodium		4		\$0.00
	Thallium		4		\$0.00
2.	NAME OF TEST: TOTAL TRIHALOMETHANES - INCLUDING 4 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Bromoform	Dibromochloromethane	120		\$0.00
	Bromodichloromethane	Chloroform			
3.	NAME OF TEST: HALOACETIC ACIDS - INCLUDING 5 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Monochloroacetic acid	Trichloroacetic acid	75		\$0.00
	Dichloroacetic acid	Dibromoacetic acid			
	Monobromoacetic acid				
4.	NAME OF TEST: VOLATILE ORGANIC COMPOUNDS - INCLUDING 21 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Contaminant:	1,1,1-Trichloroethane	4		\$0.00
	Vinyl Chloride	Cis-1,2-Dichloroethylene			
	Benzene	1,2-Dichloropropane			
	Carbon Tetrachloride	Ethylbenzene			
	1,2-Dichloroethane	Monochlorobenzene			
	Trichloroethylene	O-Dichlorobenzene			
	para-Dichlorobenzene	Styrene			
	1,1-Dichloroethylene	Tetrachloroethylene			
	Toluene	Dichloromethane			
	Trans-1,2-Dichloroethylene	1,2,4-Trichlorobenzene			
	Xylenes (Total)	1,1,2-Trichloroethane			
5A.	NAME OF TEST: PESTICIDES / PCBS - INCLUDING 29 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Alachlor	Lindane	4		\$0.00
	Atrazine	Methoxychlor			
	Carbofuran	Polychlorinated Biphenyl (PCB)			
	Chlordane	Pentachlorophenol			
	Dibromochloropropane	Toxaphene			
	2,4-D	2,4,5-TP (Silvex)			
	Endrin	Dalapon			
	Ethylene Dibromide	Di(2-Ethylhexyl) Phthalate			
	Heptachlor	Di(2-Ethylhexyl) Adipate			

**EXHIBIT 3, FEE RATE SCHEDULE
SUPPLEMENTAL LABORATORY SERVICES
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	Heptachlor Epoxide	Diquat			
	Endothall	Benzo (A) Pyrene			
	Glyphosate	Picloram			
	Hexachlorobenzene	Simazine			
	Hexachlorocyclopentadiene	Dinoseb			
	Oxamyl (vydate)				
5B.	NAME OF TEST: Dioxin		Tests per year	Unit Price	Extended Cost
	Dioxin (2, 3, 7, 8 - TCDD)		1		\$0.00
6A.	NAME OF TEST: NITROGEN PESTICIDES / PCBS FOR RMP AND ULWP (Surface Water) - INCLUDING 15 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Simazine	PCB-1016	32		\$0.00
	Atrazine	PCB-1221			
	Metribuzin	PCB-1232			
	Alachlor	PCB-1242			
	Bromacil	PCB-1248			
	Metolachlor	PCB-1254			
	Butachlor	PCB-1260			
	Toxaphene				
6B.	NAME OF TEST: CHLORINE PESTICIDES / PCBS FOR RMP AND ULWP (Surface Water) - INCLUDING 20 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Endrin	P,P-DDE	32		\$0.00
	G-BHC (Lindane)	Dieldrin			
	A-BHC	P,P-DDT			
	B-BHC	P,P-DDD			
	D-BHC	Hexachlorobenzene			
	Heptachlor	Hexachlorocyclopentadiene			
	Aldrin	Methoxychlor			
	Heptachlor epoxide	Propachlor			
	Endosulfan I	Endrin aldehyde			
	Endosulfan II	Endosulfan sulfate			
7.	NAME OF TEST: SECONDARY INORGANICS & PHYSICAL FACTORS		Tests per year	Unit Price	Extended Cost
	Aluminum		4		\$0.00
	Chloride		4		\$0.00
	Color (in color units)		4		\$0.00
	Copper		4		\$0.00
	Foaming Agents		4		\$0.00
	Iron		4		\$0.00
	Manganese		4		\$0.00
	Odor (ton)		4		\$0.00
	pH		4		\$0.00
	Silver		4		\$0.00
	Sulfate		4		\$0.00
	Total Dissolved Solids		4		\$0.00
	Zinc		4		\$0.00
8.	NAME OF TEST: GROUP I: UNREGULATED ORGANICS - INCLUDING 13 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Aldrin	Butachlor	4		\$0.00
	Dieldrin	Carbaryl			
	Aldicarb	Methomyl			
	Aldicarb Sulfoxide	Metolachlor			
	Aldicarb Sulfone	Metribuzin			
	Dicamba	Propachlor			
	3-Hydroxycarbofuran				

**EXHIBIT 3, FEE RATE SCHEDULE
SUPPLEMENTAL LABORATORY SERVICES
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9.	NAME OF TEST: GROUP II: UNREGULATED ORGANIC CONTAMINANTS - INCLUDING 23 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Bromobenzene	4		\$0.00
	Bromodichloromethane			
	Bromoform			
	Chloroform			
	Chloromethane			
	Dibromochloromethane			
	Dichlorodifluoromethane			
	1,3-Dichloropropene			
	1,1,2,2-Tetrachloroethane			
	1,1-Dichloropropylene			
	Methyl Tert-Butyl-Ether (MTBE)			
	P-Chlorotoluene			
	Trichlorofluoromethane			
	Bromomethane			
	Chloroethane			
	P-Chlorotoluene			
	1,2,3-Trichloropropane			
	Dibromomethane			
	1,1-Dichloroethane			
	1,3-Dichloropropane			
	2,2-Dichloropropane			
	1,3-Dichlorobenzene			
	1,1,1,2-Tetrachloroethane			
10.	NAME OF TEST: GROUP III: UNREGULATED ORGANIC CHEMICALS - INCLUDING 11 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	2-Chorophenol	4		\$0.00
	Phenol			
	2-Methyl-4,6-Dinitrophenol			
	2,4,6-Trichlorophenol			
	Butyl Benzyl Phthalate			
	Di-N-Butylphthalate			
	Dimethylphthalate			
	Isophorone			
	Dioctylphthalate			
	Diethylphthalate			
	2,4-Dinitrotoluene'			
11.	NAME OF TEST: RADIONUCLIDES	Tests per year	Unit Price	Extended Cost
	Gross Alpha	15		\$0.00
	Uranium	15		\$0.00
	Radium 226	15		\$0.00
	Radium 228	15		\$0.00
	Radon	8		\$0.00
12.	NAME OF TEST: GENERAL PARAMETERS: (for monitoring wells or samples from river, etc.)	Tests per year	Unit Price	Extended Cost
	Total Hardness (as CaCO3)	2		\$0.00
	Total Alkalinity (as CaCO3)	2		\$0.00
	Calcium	2		\$0.00
	Magnesium	2		\$0.00
	Bicarbonate (as HCO3)	2		\$0.00
	Carbon Dioxide (as CO2)	2		\$0.00
	Carbonate (as CaCO3)	2		\$0.00
	Hydroxide (as CaCO3)	2		\$0.00
	Conductivity	2		\$0.00
	Hydrogen Sulfide	2		\$0.00
	Nitrogen:			
	TKN (as N)	2		\$0.00
	Ammonia (as N)	2		\$0.00
	Chemical Oxygen Demand	2		\$0.00
	Oils and Grease	2		\$0.00
	Phosphorus:			
	Total (as P)	2	EPA 508 standards	\$0.00
	Reactive (as P)	2	same as ortho phosphorus	\$0.00
	Total Solids	2		\$0.00
	Biochemical Oxygen Demand	2		\$0.00
	Potassium	2		\$0.00
	Foaming agents	2		\$0.00
	Silica	2		\$0.00
	Total Organic Carbon (TOC)	4		\$0.00

**EXHIBIT 3, FEE RATE SCHEDULE
 SUPPLEMENTAL LABORATORY SERVICES
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13.	SPECIAL SERVICES:		Amount	% Markup	Extended Cost
	24 hour turnaround	vendor to supply %	\$1,000.00		\$0.00
	3 day turnaround	vendor to supply %	\$1,000.00		\$0.00
	5 day turnaround	vendor to supply %	\$1,000.00		\$0.00
TOTAL SECTION A (Items 1 - 13):					-

**EXHIBIT 3, FEE RATE SCHEDULE
SUPPLEMENTAL LABORATORY SERVICES
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**SECTION B:
TESTS FOR WASTEWATER TREATMENT PLANTS & WASTEWATER (INDUSTRIAL) COMPLIANCE**

PRIMARY DRINKING WATER STANDARDS (for Reclaim Water):

1.	NAME OF TEST: INORGANIC PARAMETERS	Tests per year	Unit Price	Extended Cost
	Antimony	6		\$0.00
	Arsenic	45		\$0.00
	Barium	6		\$0.00
	Beryllium	6		\$0.00
	Cadmium	45		\$0.00
	Chromium	45		\$0.00
	Cyanide	6		\$0.00
	Fluoride	6		\$0.00
	Lead	45		\$0.00
	Mercury	6		\$0.00
	Nickel	6		\$0.00
	Nitrate	6		\$0.00
	Nitrite	6		\$0.00
	Selenium	6		\$0.00
	Sodium	45		\$0.00
	Thallium	6		\$0.00

2.	NAME OF TEST: INORGANIC PARAMETERS	Tests per year	Unit Price	Extended Cost
	Asbestos	3		\$0.00

SECONDARY DRINKING WATER STANDARDS (for Reclaim Water):

3.	NAME OF TEST: INORGANIC PARAMETERS	Tests per year	Unit Price	Extended Cost
	Aluminum	3		\$0.00
	Chloride	20		\$0.00
	Color	6		\$0.00
	Copper	6		\$0.00
	Fluoride	6		\$0.00
	Foaming agents	6		\$0.00
	Iron	3		\$0.00
	Manganese	3		\$0.00
	Odor	5		\$0.00
	pH	5		\$0.00
	Silver	6		\$0.00
	Sulfate	20		\$0.00
	Total dissolved solids	5		\$0.00
	Zinc	6		\$0.00

DRINKING WATER STANDARDS (for Reclaim Water):

4.	NAME OF TEST: TOTAL TRIHALOMETHANES - SUM OF CONCENTRATIONS OF 4 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Bromodichloromethane	50	Trichloromethane (Chloroform)	\$0.00
	Dibromochloromethane		Bromoform	
5.	NAME OF TEST: RADIOCHEMICALS - INCLUDING ALL 4 ANALYTES BELOW:	Tests per year	Unit Price	Extended Cost
	Gross alpha	15	Radium 228	\$0.00
	Radium 226		Uranium	

**EXHIBIT 3, FEE RATE SCHEDULE
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6.	NAME OF TEST: VOLATILE ORGANICS - INCLUDING 21 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	1,2,4 trichlorobenzene	Carbon tetrachloride	12	\$0.00
	Cis - 1,2 - dichloroethylene	1,2 - dichloropropane		
	Xylenes (total)	Trichloroethylene		
	Dichloromethane	1,1,2 - trichloroethane		
	O-dichlorobenzene	Tetrachloroethylene		
	Para - dichlorobenzene	Monochlorobenzene		
	Vinyl chloride	Benzene		
	1,1 - dichloroethylene	Toluene		
	Trans - 1,2 - dichloroethylene	Ethylbenzene		
	1,2 - dichloroethane	Styrene		
	1,1,1 - trichloroethane			
7.	NAME OF TEST: PESTICIDE / PCB'S - INCLUDING 29 ANALYTES LISTED BELOW:	Tests per year		
	Endrin	Oxamyl (vydate)	5	\$0.00
	Lindane	Simazine		
	Methoxychlor	Di (2 - ethylhexyl) phthalate		
	Toxaphene	Picloram		
	Dalapon	Dinoseb		
	Diquat	Hexachlorocyclopentadiene		
	Endothall	Carbofuran		
	Glyphosate	Atrazine		
	Di (2 - ethylhexyl) adipate	Alachlor		
	Heptachlor	Pentachlorophenol		
	Heptachlor Epoxide	PCB		
	2,4 - D	Dibromochloropropane		
	2,4,5 - TP (silvex)	Ethylene dibromide		
	Hexachlorobenzene	Chlordane		
	Benzo (a)pyrene			
8.	NAME OF TEST: PESTICIDE / PCB'S	Tests per year	Unit Price	Extended Cost
	2,3,7,8 - TCDD (Dioxin)	Quantitative Only, NO scans accepted	6	\$0.00
9.	NAME OF TEST: HALOACETIC ACIDS -INCLUDING 5 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Monochloroacetic acid	Trichloroacetic acid	11	\$0.00
	Dichloroacetic acid	Dibromoacetic acid		
	Monobromoacetic acid			
PRIORITY POLLUTANTS (40 CFR PART 122 APPENDIX D; TABLES II, III):				
10.	NAME OF TEST: VOLATILES - INCLUDING 29 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Acetone		4	\$0.00
	Acrolein	1,2 - dichloropropane	26	\$0.00
	Acrylonitrile	1,3 - dichloropropylene		
	Benzene	Ethylbenzene		
	Bromoform	Methyl bromide		
	Carbontetrachloride	Methyl chloride		
	Chlorobenzene	Methylene chloride		
	Chlorodibromomethane	1,1,2,2 - tetrachloroethane		
	Chloroethane Ethylbenzene	Tetrachloroethylene		
	2 - chloroethylvinyl ether	Toluene		
	Chloroform	1,2 - trans - dichloroethylene		
	dichlorobromomethane	1,1,1 - trichloroethane		
	1,1 - dichloroethane	1,1,2 - trichloroethane		
	1,2 - dichloroethane	Trichloroethylene		
	1,1 - dichloroethylene	Vinyl chloride		

**EXHIBIT 3, FEE RATE SCHEDULE
SUPPLEMENTAL LABORATORY SERVICES
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11.	NAME OF TEST: ACID COMPOUNDS - INCLUDING 11 ANALYTES LISTED BELOW (Also analyzed in Sections 14 and 20):	Tests per year	Unit Price	Extended Cost
	2-chlorophenol	2-nitrophenol	15	\$0.00
	2,4,6 - trichlorophenol	4-nitrophenol		
	2,4 - dichlorophenol	p-chloro-m-cresol		
	2,4 - dimethylphenol	Pentachlorophenol		
	4,6 - dinitro-o-cresol	Phenol		
	2,4 - dinitrophenol			
12.	NAME OF TEST: BASE / NEUTRAL - INCLUDING 46 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Acenaphthene	2-chloronaphthalene	15	\$0.00
	Acenaphthylene	4-chlorophenyl phenyl ether		
	Anthracene	Chrysene		
	Benzidine	Dibenzo (a,hl) anthracene		
	Benzo(a) anthracene	1,2 - dichlorobenzene		
	Benzo (a) pyrene	1,3 - dichlorobenzene		
	3,4 - benzofluoranthene	1,4 - dichlorobenzene		
	Benzo (ghi) perylene	3,3 - dichlorobenzidine		
	Benzo (kl) fluoranthene	Diethyl phthalate		
	Bis (2-chloroethoxy) methane	Dimethylphthalate		
	Bis (2-chloroethyl) ether	Di-n-butyl phthalate		
	Bis (2-chloroisopropyl) ether	2,4 - dinitrotoluene		
	Bis (2-ethylhexy) phthalate	2,6 - dinitrotoluene		
	4-bromophenyl phenyl ether	Di-n-octyl phthalate		
	Butylbenzyl phthalate	Fluoranthene		
	1,2 - diphenylhydrazine (as azobenzene)	Fluorene		
	Hexachlorobenzene	Nitrobenzene		
	Hexachlorobutadiene	N-nitrosodimethylamine		
	Hexachlorocyclopentadiene	N-nitrosodi-n-propylamine		
	Hexachloroethane	N-nitrosodiphenylamine		
	Indeno (1,2,3 - Cd) pyrene	Phenanthrene		
	Isophorone	Pyrene		
	Naphthalene	1,2,4 - trichlorobenzene		
13.	NAME OF TEST: PESTICIDES - INCLUDING 25 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Aldrin	PCB - 1242	15	\$0.00
	Alpha - BHC	PCB - 1254		
	Beta - BHC	PCB - 1221		
	Gamma - BHC	PCB - 1232		
	Delta - BHC	PCB - 1248		
	Chlordane	PCB - 1260		
	4,4' - DDT	PCB - 1016		
	4,4' - DDE	Toxaphene		
	4,4' - DDD	Endrin		
	Dieldrin	Endrin aldehyde		
	Alpha - endosulfan	Heptachlor		
	Beta - endosulfan	Heptachlor epoxide		
	Endosulfan sulfate			

**EXHIBIT 3, FEE RATE SCHEDULE
SUPPLEMENTAL LABORATORY SERVICES
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14.	NAME OF TEST: INORGANIC (AND TOTAL PHENOLS)	Tests per year	Unit Price	Extended Cost
	Aluminum	6		\$0.00
	Antimony	6		\$0.00
	Arsenic	10		\$0.00
	Beryllium	6		\$0.00
	Cadmium	35		\$0.00
	Chromium	35		\$0.00
	Chloride	25		\$0.00
	Copper	35		\$0.00
	Iron	6		\$0.00
	Lead	35		\$0.00
	Mercury	6		\$0.00
	Molybdenum	35		\$0.00
	Nickel	35		\$0.00
	Selenium	10		\$0.00
	Silver	30		\$0.00
	Thallium	6		\$0.00
	Zinc	35		\$0.00
	Cyanide	24		\$0.00
	Total phenols	5		\$0.00
TCLP (TOXICITY CHARACTERISTIC LEACHING PROCEDURE):				
15.	TCLP Non-volatile extraction (EPA 1311)	5		\$0.00
16.	TCLP Zero Headspace Extraction (ZHE-EPA 1311)	5		\$0.00
17.	TCLP Target Metals - INCLUDING 8 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Arsenic	5		\$0.00
	Barium			
	Cadmium			
	Chromium			
	Lead			
	Mercury			
	Selenium			
	Silver			
18.	TCLP Target Pesticides - INCLUDING 6 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Chlordane	5		\$0.00
	Endrin			
	Heptachlor (and its hydroxide)			
	Lindane			
	Methoxychlor			
	Toxaphene			
19.	TCLP Target Herbicides - INCLUDING 2 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	2,4-D	6		\$0.00
	2,4,5-TP (Silvex)			
20.	TCLP Target BNA - INCLUDING 13 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	o-Cresol	6		\$0.00
	m-Cresol			
	p-Cresol			
	Cresol (Total)			
	2,4-Dinitrotoluene			
	Hexachlorobenzene			
	Hexachloro-1,3-butadiene			
	Hexachloroethane			

**EXHIBIT 3, FEE RATE SCHEDULE
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	Nitrobenzene			
	Pentachlorophenol			
	Pyridine			
	2,4,5-Trichlorophenol			
	2,4,6-Trichlorophenol			
21.	TCLP Target Volatiles - INCLUDING 11 ANALYTES LISTED BELOW:		Tests per year	Unit Price
	Benzene		6	\$0.00
	Carbon tetrachloride			
	Chlorobenzene			
	Chloroform			
	1,4-Dichlorobenzene			
	1,2-Dichloroethane			
	1,1-Dichloroethylene			
	Methyl ethyl ketone			
	Tetrachloroethylene			
	Trichloroethylene			
	Vinyl chloride			
22.	Full TCLP: SUM of Section B - Subsections 15-22 directly above		Tests per year	Unit Price
	(ZHE+NVE+Metals+Pest+Herb+BNA+VOA)		6	\$0.00
GENERAL PARAMETERS:				
23.	NAME OF TEST: METALS		Tests per year	Unit Price
	Aluminum		168	\$0.00
	Antimony		168	\$0.00
	Arsenic		168	\$0.00
	Barium		168	\$0.00
	Beryllium		168	\$0.00
	Boron		5	\$0.00
	Cesium		5	\$0.00
	Cadmium		168	\$0.00
	Calcium		168	\$0.00
	Chromium		168	\$0.00
	Cobalt		168	\$0.00
	Copper		168	\$0.00
	Iron		168	\$0.00
	Lead		168	\$0.00
	Magnesium		168	\$0.00
	Manganese		168	\$0.00
	Molybdenum		168	\$0.00
	Nickel		168	\$0.00
	Potassium		168	\$0.00
	Selenium		168	\$0.00
	Silver		168	\$0.00
	Sodium		168	\$0.00
	Strontium		5	\$0.00
	Titanium		168	\$0.00
	Tin		168	\$0.00
	Thallium		168	\$0.00
	Silica		5	\$0.00
	Vanadium		168	\$0.00
	Zinc		168	\$0.00
	Mercury by 1631		5	\$0.00

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24.	NAME OF TEST: INORGANIC PARAMETERS		Tests per year	Unit Price	Extended Cost
	Alkalinity (as CaCo3)		40		\$0.00
	Ammonia (as N)		300		\$0.00
	TKN		15		\$0.00
	Nitrate (as N)		10		\$0.00
	Nitrite (as N)		10		\$0.00
	Total N		6		\$0.00
	Chloride		25		\$0.00
	Sulfate		25		\$0.00
	Calcium		168		\$0.00
	Magnesium		168		\$0.00
	Non-filterable residues (TSS)		6		\$0.00
	Volatile residues (VSS)		6		\$0.00
	Specific conductance		6		\$0.00
	Turbidity		6		\$0.00
	Bromide		6		\$0.00
	Hardness		6		\$0.00
	Total phosphorous		168		\$0.00
	Orthophosphate		6		\$0.00
	Total residual chlorine		6		\$0.00
	Oil & grease		15		\$0.00
	Hydrogen sulfide		6		\$0.00
	Sulfite		6		\$0.00
	Odor		50		\$0.00
	% Total Solids		6		\$0.00
	TRPH - (EPA 1664)		15		\$0.00
25.	NAME OF TEST: DEMANDS		Tests per year	Unit Price	Extended Cost
	cBOD5		6		\$0.00
	BOD5		6		\$0.00
	COD		10		\$0.00
	TOC		50		\$0.00
26.	NAME OF TEST: MICROBIOLOGY		Tests per year	Unit Price	Extended Cost
	Fecal coliforms		6		\$0.00
	MPN fecal coliform		6		\$0.00
	Total coliform		6		\$0.00
	Heterotrophic plate count		6		\$0.00
	E. coli		6		\$0.00
	Enterococci		6		\$0.00
27.	NAME OF TEST: BACTERIOLOGICAL QUALITY OF DI WATER (STANDARD METHODS 9020B)		Tests per year	Unit Price	Extended Cost
	Metals	Std methods 9020B (22nd edition); Table 9020:II	2		\$0.00
	Student's T Test		2		\$0.00
	Colony Ratio		2		\$0.00
28.	NAME OF TEST: FIELD PARAMETERS		Tests per year	Unit Price	Extended Cost
	pH		2		\$0.00
	Temperature		2		\$0.00
	Specific conductance		2		\$0.00
	Dissolved oxygen		2		\$0.00
	ORP (Field analysis parameter)		2		\$0.00
	Turbidity		2		\$0.00
	Total Residual Chlorine		2		\$0.00
	Field sampling - Hourly Rate (Additional charges based on Schedule of Reimbursables)		1		\$0.00

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29.	NAME OF TEST: BIOSOLIDS FOR THE DRYER (40 CFR PART 503)		Tests per year	Unit Price	Extended Cost
	503 Metals		48		\$0.00
	Potassium (% Dry Weight)		48		\$0.00
	Total Nitrogen (% Dry Weight)		5		\$0.00
	Total Phosphorus (% Dry Weight)		5		\$0.00
	% Total Solids		5		\$0.00
	pH		5		\$0.00
	Fecal MPN		1		\$0.00
30.	NAME OF TEST: PETROLEUM RANGE ORGANICS		Tests per year	Unit Price	Extended Cost
	FDEP Method FL-PRO		5		\$0.00
OTHER MISCELLANEOUS TESTING:					
31.	NAME OF TEST: HALOACETIC ACIDS - INCLUDING 5 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Monochloroacetic acid	Trichloroacetic acid	75		\$0.00
	Dichloroacetic acid	Dibromoacetic acid			
	Monobromoacetic acid				
32.	NAME OF TEST: TOTAL TRIHALOMETHANES - SUM OF CONCENTRATIONS OF 4 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	Bromodichloromethane	Trichloromethane (Chloroform)	75		\$0.00
	Dibromochloromethane	Bromoform			
33.	TIC (GC/MS) - From lab's existing GC/MS analysis list		3		\$0.00
34.	TIC (GC/MS) - Volatiles		3		\$0.00
35.	TIC (GC/MS) - Semi-Volatiles		3		\$0.00
36.	1,4 Dioxane via EPA 522 or equivalent		10		\$0.00
37.	Sulfide		25		\$0.00
38.	NAME OF TEST: 40 CFR, PART 258, APPENDIX I (ORGANIC CONSTITUENTS) (from Section C)		Tests per year	Unit Price	Extended Cost
38A.	Appendix I organic constituents		4		\$0.00
38B.	Dibromochloropropane (DBCP); Ethylene dibromide (EDB) by EPA 8011		4		\$0.00
39.	EPA 9020, TOX		70		\$0.00
40.	Specific Gravity / Bulk Density		5		\$0.00
41.	Cyanide (Soil Matrix)		5		\$0.00
42.	Sulfide (Soil Matrix)		5		\$0.00
43.	Chlorine Dioxide		3		\$0.00
44.	Bromate		1		\$0.00
45.	Chlorite		1		\$0.00
46.	Uranium		1		\$0.00
47.	Chlorinated Herbicides (Method 615), including 2,4-D , Dinoseb and/or 2,4,5-TP (Silvex)		4		\$0.00
48.	Total Nitrate+Nitrite (NOx)		1		\$0.00
49.	Semi-Volatiles – EPA 525.2 (Including at least Atrazine, Imazine, DEHA)		1		\$0.00
50.	EPA METHOD 1666 - INCLUDING AT LEAST 11 ANALYTES LISTED BELOW:		Tests per year	Unit Price	Extended Cost
	4-methyl-2-pentanone (MIBK)	Isopropyl Ether	2		\$0.00
	Ethyl Acetate	Methyl Formate			
	Heptane	n-Amyl Acetate			
	Hexane	n-Butyl Acetate			
	Isobutyraldehyde	Tetrahydrofuran			
	Isopropyl Acetate				

**EXHIBIT 3, FEE RATE SCHEDULE
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51.	EPA METHOD 1671 - INCLUDING AT LEAST 2 ANALYTES LISTED BELOW:	Tests per year	Unit Price	Extended Cost
	Diethylamine	2		\$0.00
	Triethylamine			
52.	SPECIAL SERVICES:	Amount	% Markup	Extended Cost
	24 hour turnaround	vendor to supply %	\$1,000.00	\$0.00
	3 day turnaround	vendor to supply %	\$1,000.00	\$0.00
	5 day turnaround	vendor to supply %	\$1,000.00	\$0.00
TOTAL SECTION B (Items 1 - 52):				-

**EXHIBIT 3, FEE RATE SCHEDULE
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**SECTION C:
SOLID WASTE - LENA AND ERIE ROAD LANDFILLS**

GROUNDWATER PARAMETERS:

1.	NAME OF TEST: 40 CFR, PART 258, APPENDIX I (ORGANIC CONSTITUENTS)	Tests per year	Unit Price	Extended Cost
	Appendix I organic constituents	59		\$0.00
	Dibromochloropropane (DBCP); Ethylene dibromide (EDB) by EPA 8011	62		\$0.00
2.	NAME OF TEST: FIELD PARAMETERS	Tests per year	Unit Price	Extended Cost
	Specific Conductivity	62		\$0.00
	pH	62		\$0.00
	Static Water Level (Before Purging)	62		\$0.00
	Dissolved Oxygen	48		\$0.00
	Turbidity	62		\$0.00
	Temperature	62		\$0.00
	Colors, Sheen (By Observation)	62		\$0.00
	Field sampling - Hourly Rate (Additional charges based on Schedule of Reimbursables)	1		\$0.00
3.	NAME OF TEST: GENERAL PARAMETERS	Tests per year	Unit Price	Extended Cost
	40 CFR Part 258 Appendix I (Inorganic Constituents)	62		\$0.00
	Total Ammonia - N	62		\$0.00
	Chlorides	62		\$0.00
	Iron	62		\$0.00
	Mercury	62		\$0.00
	Nitrate - N	62		\$0.00
	Sodium	62		\$0.00
	Total Dissolved Solids	62		\$0.00

SURFACE WATER PARAMETERS:

4.	NAME OF TEST: 40 CFR, PART 258, APPENDIX I (ORGANIC CONSTITUENTS)	Tests per year	Unit Price	Extended Cost
	Appendix I organic constituents	4		\$0.00
	Dibromochloropropane (DBCP); Ethylene dibromide (EDB) by EPA 8011	4		\$0.00
5.	NAME OF TEST: FIELD PARAMETERS	Tests per year	Unit Price	Extended Cost
	Specific Conductivity	4		\$0.00
	pH	4		\$0.00
	Dissolved Oxygen	4		\$0.00
	Turbidity	4		\$0.00
	Temperature	4		\$0.00
	Colors, Sheen (By Observation)	4		\$0.00
	Field sampling - Hourly Rate (Additional charges based on Schedule of Reimbursables)	1		\$0.00
6.	NAME OF TEST: GENERAL PARAMETERS 40 CFR, PART 258, APPENDIX I (INORGANIC CONSTITUENTS)	Tests per year	Unit Price	Extended Cost
	Chlorophyll A	4		\$0.00
	Unionized Ammonia	4		\$0.00
	Total Hardness	4		\$0.00
	Biochemical Oxygen Demand	4		\$0.00
	Copper	4		\$0.00
	Iron	4		\$0.00
	Mercury , EPA 1631	4		\$0.00
	Nitrate	4		\$0.00
	Zinc	4		\$0.00
	Total Dissolved Solids	4		\$0.00
	Total Organic Carbon	4		\$0.00
	Fecal Coliform	4		\$0.00

**EXHIBIT 3, FEE RATE SCHEDULE
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	Total Phosphorous		4		\$0.00
	Total Nitrogen		4		\$0.00
	Chemical Oxygen Demand		4		\$0.00
	Total Recoverable Iron		4		\$0.00
	Total Suspended Solids		4		\$0.00
7.	SPECIAL SERVICES:		Amount	% Markup	Extended Cost
	24 hour turnaround	vendor to supply %	\$1,000.00		\$0.00
	3 day turnaround	vendor to supply %	\$1,000.00		\$0.00
	5 day turnaround	vendor to supply %	\$1,000.00		\$0.00
TOTAL SECTION C (Items 1-7):					-
TOTAL (SECTIONS A, B, & C):					\$0.00

SCHEDULE OF REIMBURSABLES AND ADDITIONAL CHARGES

COUNTY will reimburse CONSULTANT for the following:

- A. Expense of reproduction beyond the costs associated with providing monthly status, invoices, reports and routine correspondence.

Plan Sheet (24" x 36")	\$1.50 Per Sheet
Plan Sheet (oversize)	Actual Cost
Color Photo Copies (8-1/2" x 11")	\$2.00 Per Page
Copy Machine Reproductions	\$0.15 Per Copy

- B. Actual charges for long distance telephone calls, including applicable local, state and federal taxes, but excluding those made to Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties, as documented by copies of original invoices.

- C. Travel at the written request of COUNTY will be reimbursed in accordance with the limitations provided in Florida Statute 112.061, excluding travel in Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties.

Per Diem	\$36.00 Per Day
Hotel Accommodations	Actual Cost
Mileage	Per Florida Statutes

- D. Actual charges for application fees charged in the process of obtaining the permits outlined in the scope of work as documented by copies of original invoices.

- E. Actual charges for courier service furnished at the request of COUNTY, at rates not to exceed \$12.00 per package and to be documented by copies of original invoices.

- F. Actual time for computer modeling service (to include CAD, GIS, hydraulic modeling, process modeling, and CFD) at rates not to exceed \$12.00 per hour as documented by copies of records of service use.

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AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[CONTRACTOR NAME]
(CONTRACTOR)**

AGREEMENT FOR [TITLE]

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____ (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**COMPANY NAME**], a [<enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.], (“**CONTRACTOR**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONTRACTOR engages in the business of [title]; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, [this Agreement is a result of CONTRACTOR'S submission of a proposal/bid in response to Request for Proposal/Invitation for Bid No. number and COUNTY thereafter conducted a competitive selection process OR this Agreement is a sole source/single source contract] in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and [number] exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the Effective Date and remain in force for an initial term of [number of years], unless terminated by COUNTY pursuant to Article 9.
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the Services shall be the responsibility of CONTRACTOR.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the

Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.
- J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as

otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this

Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

- a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to perform the Services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
 3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.
 4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
 5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop the Services on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
 - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
 - d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in

accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

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

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide 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, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: lacy.pritchard@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 16. INDEMNIFICATION

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid

claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is

necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

[Enter Name, Title]

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 [Division/Department]
 Attn: [Title of Contact person]
 [Name]
 [Address]
 [City/State/Zip]
 Phone: (941) [number]
 Email: [email]

To CONTRACTOR: [Company Name]
 Attn: [Title of Contact person]
 [name]
 [Address]
 [City/State/Zip]
 Phone: ([area code) [number]
 Email: [email]

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ,

contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

CONTRACTOR NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: _____

SAMPLE

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B**.

2. ESCALATION/DE-ESCALATION

<Contractor/Supplier> fees for <type of good/service> shall remain firm for a minimum of <years/months> after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the <identify the index source, index name, and the index number> change in most recent 12- month period. No more than price increase is allowed in a month period.

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
_____, as [INSERT TITLE] _____ of
[INSERT CONTRACTOR NAME] _____, (hereinafter
"CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn,
deposes and says that CONTRACTOR:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for _____

DATED this _____ day of _____, 20_____.

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 20_____, by [NAME] _____, as [TITLE] _____ of [CONTRACTOR] _____. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then

coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper's Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee's Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

REQUIRED BONDS

Bid Bond

A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the

award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a

Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project’s solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

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

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

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

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

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

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

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

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: _____

Contractor's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.