

IFB NO. 19-R070680CB  
SODS, GRASS SEEDS, HERBICIDES AND  
RELATED CHEMICALS  
(790-20, 790-50, 675-90)  
JANUARY 7, 2019

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT  
INVITATION FOR BID  
NO. 19-R070680CB**

**Sods, Grass Seeds, Herbicides and Related Chemicals**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide sods, grass seeds, mulch, herbicides and related chemicals, as specified in this Invitation for Bid to include supplying wood pallets for sod orders, pallet pick-up from County locations, and loading sod onto County vehicles at Bidder's site. Bidders may submit a bid on Group 1, Sods; on Group 2, Grass Seeds and Mulch; on Group 3, Herbicides, Insecticides and Related Chemicals; or on any combination of two or more Groups.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this IFB is **January 30, 2019 at 3:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 and the Bidder's name and total bid amount will be read aloud. Interested parties may attend the opening.

**SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference will be held at 2:00 pm on January 16, 2019 at the Manatee County Administration Building, 1112 Manatee Ave. West, Suite 803, Bradenton, FL 34205. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Procurement Division is January 22, 2019 at 3:00 pm. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.15 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Charles Bentley, Senior Buyer  
(941) 749-3036, Fax (941) 749-3034  
Email: [charles.bentley@mymanatee.org](mailto:charles.bentley@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: \_\_\_\_\_

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**SECTION A**  
**INSTRUCTIONS TO BIDDERS**  
**IFB No. 19-R070680CB**

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

**A.01 BID DUE DATE**

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **January 30, 2019 at 3:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

**A.02 PUBLIC OPENING OF BIDS**

Sealed Bids will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid, the city and state in which they reside, and the total bid price. No review or analysis of the Bids will be conducted at the bid opening.

**A.03 SUBMISSION OF BIDS**

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- Two (2) bound copies clearly identifying Bidder and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive 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 Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFB No. 19-R070680CB, Sods, Grass Seed, Herbicides and Related Chemicals, Bidder's name, and Bidder's address. Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

**A.04 BID FORMS**

Bids must include the forms provided in this IFB. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

**A.05 ENVIRONMENTAL SUSTAINABILITY**

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of its environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

**A.06 STANDARDS FOR MATHEMATICAL ERRORS**

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
4. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

**A.07 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this IFB are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Online Services, Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute Bids. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Additionally, the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

**A.08 ADDENDA**

Any interpretations, corrections or changes to this IFB will be made by addendum. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

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

**A.09 BID EXPENSES**

All costs incurred by Bidder in responding to this IFB will be the sole responsibility of the Bidder.

**A.10 QUESTION AND CLARIFICATION PERIOD**

Each Bidder shall examine all terms, conditions and requirements in the IFB documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or request for changes or interpretations, clarification or additional information pertaining to this IFB shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) prior to the Deadline for Questions and Clarifications. Bidder shall furnish any data or information it deems necessary for the County to evaluate requests to modify the terms, conditions or requirements of this IFB. Any changes or modifications to the terms, conditions and requirements of this IFB will be at the sole discretion of the County. All questions received and responses given will be provided to potential Bidders via an addendum to this IFB.

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

**A.11 FALSE OR MISLEADING STATEMENTS**

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

**A.12 UNBALANCED BIDDING**

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified given bid requirements and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

1. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

**A.13 WITHDRAWAL OR REVISION OF BIDS**

Bidders may withdraw Bids under the following circumstances:

- a. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid 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 Bids. A copy of the request shall be retained and the unopened Bid returned to the Bidder; or
- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Procurement Official.

**A.14 JOINT VENTURES**

Bidders intending to submit a bid 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.15 LOBBYING**

After the issuance of any solicitation, no prospective Bidders, or their agents, representatives or persons acting at the request of such Bidder, 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. This requirement ends upon final execution of the contract 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.16 IRREVOCABLE OFFER**

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the goods or services set forth in this IFB or until one or more of the Bids have been duly accepted by County, whichever occurs first.

**A.17 ERRORS OR OMISSIONS**

Once a Bid is opened, the County will not accept any request by Bidder to correct errors or omissions in the Bid other than as identified in paragraph A.13.

**A.18 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

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

To be responsive a Bidder must submit a Bid that conforms in all material respects to the requirements of this IFB and contains all the information, fully completed attachments and forms, and other documentation required. Bids that are deemed non-responsive will not be considered.

To be responsible, a Bidder must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this IFB. Bids submitted by Bidders that are deemed non-responsible will not be considered.

**A.19 SCRUTINIZED COMPANIES FORM**

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. To the extent certification is required, it shall be provided on Attachment C, *Vendor Certification Regarding Scrutinized Companies Lists*.

**A.20 LOCAL PREFERENCE FORM**

To qualify for local preference, a local business, as defined in Section D, Terms and Conditions, must provide certification to County by completing an 'Affidavit as to Local Business' form which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on 'Affidavit for Local Business' to access and print the form. Complete, notarize, and return the original with Bidder's Bid. It

is the responsibility of the Bidder to ensure accuracy of the affidavit and notify County of any changes affecting its local business status.

**A.21 COLLUSION**

Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Bid 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 Bidder from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Bidder 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 Bidder.

**A.22 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 a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 five 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 Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

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in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable

opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A *Public Contracting and Environmental Crimes Certification* form is attached herein and must be submitted with Bidder's Bid.

**A.23 DISCOUNTS AND PRICING**

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFB, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award. When there is a discrepancy between the unit prices and any extended prices, the unit prices shall prevail.

**A.24 PROTEST**

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

**A.25 LICENSES AND PERMITS**

The successful Bidder 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 Bidder 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.

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**A.26 CONFLICT OF INTEREST**

Manatee County Code of Laws prohibits contracts where conflicts are found to exist. Bidder shall not be currently engaged in, or if awarded, will not become engaged in any obligations,

undertakings or contracts that will require Bidder to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

**A.27 BASIS OF AWARD**

Award(s) will be made to the responsive, responsible Bidder having the lowest Bid. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. Whenever the lowest Bid is submitted by two or more Bidders and are equal with respect to price, quality, and/or service, the Bid received from a local business shall be given preference in the award. Whenever two or more lowest Bids are received from local businesses and are equal with respect to price, quality, and/or service, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the solicitation for Bids, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.

**A.28 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference, Manatee County Administration Building, 1112 Manatee Ave. West, Suite 803, Bradenton, FL 34205	January 16, 2019 2:00pm
Question and Clarification Deadline	January 22, 2019, 3:00pm
Final Addendum Posted	January 24, 2019
Bid Response Due Date and Time	January 30, 2019, no later than 3:00 p.m.
Projected Award	February 2019

**END OF SECTION A**

**SECTION B  
MINIMUM QUALIFICATIONS**

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

1. Bidder 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. If bidding on Group 1, Sod, Bidder must possess a current, valid Agricultural Dealer's License issued by the Florida Department of Agriculture and Consumer Services (FDACS).

**Bidder is submitting a Bid on Group 1**       Yes       No

**If yes, provide a copy of Bidder's Agricultural Dealer's License issued by the FDACS with bid.**

3. If bidding on Group 2, Grass Seeds and Mulch, Bidder must possess a current, valid Seed Dealer License issued by the Florida Department of Agriculture and Consumer Services (FDACS).

**Bidder is submitting a Bid on Group 2**       Yes       No

**If yes, provide a copy of Bidder's Seed Dealer License issued by the FDACS with bid.**

4. If bidding on Group 3, Herbicides, Insecticides, and Related Chemicals, Bidder must possess a current, valid Pesticide Dealer License issued by the FDACS.

**Bidder is submitting a Bid on Group 3**       Yes       No

**If yes, provide a copy of Bidder's Pesticide Dealer License issued by the DDACS with bid.**

5. Has provided sod, grass seed, mulch and chemical delivery services for at least three commercial clients since January 1, 2017.

**Provide the following information for the three qualifying clients:**

- a) Name of client
  - b) Location (City/State)
  - c) Client contact name
  - d) Contact phone
  - e) Contact email
  - f) Service dates (Start/End)
6. Bidder has not been convicted of a public contracting or environmental crime per Section 287.133, Florida Statutes in the past five years.

**Complete Attachment C and submit with Bidder's Bid attesting that it has not been convicted of a public contracting and environmental crime in the past five years.**

7. If Bidder 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 Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.**

8. Bidder has no reported conflict of interests in relation to this IFB.

**Complete and return Attachment F, Conflict of Interest Affidavit, disclosing the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Bidder must make acknowledgement to that effect on Attachment F.**

END OF SECTION B

## SECTION C SCOPE OF WORK

### C.01 BACKGROUND

The County routinely has requirements for sods, grass seed, mulch, herbicides, and related chemicals at various job sites within Manatee County. Depending upon the requirements of the job, items may be picked-up by the County, delivered to the County job site by the successful Bidder, or delivered and installed by the successful Bidder.

### C.02 SCOPE

Successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary provide sods, grass seed, mulch, herbicides, and related chemicals that will meet the requirements of the County.

### C.03 GENERAL REQUIREMENTS

1. Successful Bidder for Group 1, Sod, must possess a current, valid Agricultural Dealer's License issued by the Florida Department of Agriculture and Consumer Services (FDACS) for the term of the Agreement.
2. Successful Bidder for Group 2, Grass Seeds and Mulch, must possess a current, valid Seed Dealer License issued by the FDACS for the term of the Agreement.
3. Successful Bidder for Group 3, Herbicides, Insecticides, and Related Chemicals, must possess a current, valid Pesticide Dealer License issued by the FDACS for the term of the Agreement.

### C.04 MATERIALS

All sod and grass seed delivered and installed under this Agreement shall meet or exceed the requirements of Division II and III of the most current edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. Including, but not limited to Sections 981 and 575 as follows:

1. SOD
  - a. Material Quality: Sod shall conform to the requirements of this bid and subsection 981.2, entitled "SOD", of the FDOT specification and in particular sub-paragraphs 981-2.2 and 981-2.3.
  - b. Construction Method: The Successful Bidder(s) shall perform work in accordance with subsection 575-3.1 through 575-3.4 of the FDOT's most current specifications for sod. In lieu of extended watering and fertilization as stated therein, the Successful Bidder(s) shall provide only preliminary effort in this area and shall provide the County's designee with written instructions on such extended care up to 60 days after completion of the installation.
  - c. Fertilizing: All sod, regardless of quantity, shall be fertilized in accordance with the Florida Urban Turf Rule 5E-1.003(2). The cost of fertilizing shall be incorporated in the square foot price bid for each variety of sod indicated on the Bid Form.
  - d. Guarantee: The Successful Bidder(s) shall guarantee the sod for a minimum of 60 days against weed content which shall not to exceed 15% volume of Bahia Sod, 0% of St. Augustine Sod, and 0% of 419 Bermuda
  - e. Successful Bidder shall guarantee the sod and against the presence or infestation of bugs.
  - f. The Successful Bidder(s) shall provide the required maintenance services or sod replacement within 60 days of notification of County of excessive weed content or bug infestation. This guarantee shall be provided at no additional charge to the County.

- g. Minimum Order (Sod): Orders of less than **one** pallet of sod may be picked up by County staff utilizing County trucks. Pricing shall be based on the square foot County pick-up price for 1-4 pallets indicated on the Bid Form. The County reserves the right to purchase ninety (90) pieces of sod or less from the successful Bidder in closest proximity to the work site.
- h. Pallet Pick-Up: Each County department shall store used pallets for pick-up by the successful Bidder. Successful Bidder shall provide pick-up services at no additional cost to the County.
- i. Description of Work: The following details the responsibilities of the successful Bidder and County for each type of SOD service required:

**(i) Delivered and Spot Placed:**

Product:	Pallet of sod equivalent to 150 pieces of 16" x 24"
FOB:	Destination
Installation:	Pallets to be spot placed
Wood Pallets:	Successful Bidder supplied
Handling Equipment:	Successful Bidder's equipment for loading onto County's carrier
Site Transportation:	County's carrier
Labor used to Handle:	Successful Bidder's for loading onto County's carrier at Successful Bidder's site
Watering:	County supplied and applied

**(ii) County Pick-Up:**

Product:	Pallet of sod equivalent to 150 pieces of 16" x 24"
FOB:	Successful Bidder's site
Installation:	County's personnel
Wood Pallets:	Successful Bidder supplied
Handling Equipment:	Successful Bidder's equipment for loading onto County's carrier
Site Transportation:	County's carrier
Labor used to Handle:	Successful Bidder's personnel for loading onto County's carrier at Successful Bidder's site
Watering:	County supplied and applied

**(iii) Delivered and Installed:**

Product:	Pallet of sod equivalent to 150 pieces of 16" x 24" <b>OR</b> Rolled Sod at least 24" wide
FOB:	Destination
Installation:	Successful Bidder's personnel
Handling Equipment:	Successful Bidder's equipment
Site Transportation:	Successful Bidder's carrier
Labor used to Handle:	Successful Bidder's personnel
Watering:	County supplied and applied

**(iv) Slope Delivery and Installation**

Product:	Pallet of sod equivalent to 150 pieces of 16" x 24" <b>OR</b> Rolled Sod at least 24" wide
FOB:	Destination
Installation:	Successful Bidder's personnel

Handling Equipment:	Successful Bidder's equipment
Site Transportation:	Successful Bidder's carrier
Labor used to Handle:	Successful Bidder's personnel
Watering:	County supplied and applied

(v) **Stakes or Staples (Installed by Successful Bidder(s)):**

On areas where the sod may slide due to height and slope, the County may direct the sod be pegged with either stakes or staples driven through the sod blocks into firm earth at suitable intervals. Stakes or staples will be supplied by the County to the Successful Bidder(s).

2. SEED

- a. **Material Quality:** Seeds shall conform to the requirement of this IFB and subsection 981.1 entitled "**SEED**" of the FDOT specifications and in particular sub-paragraphs 981-1.1 and 981-1.2.
- b. **Description of Material:** The following details the responsibilities of the successful Bidder and the County for seed:
- c. **Seed (Delivered Only):**  
Specifications:
  - Shipped in 50 lb. bags
  - Pensacola Bahia Seed
  - Rye Grass (October through March usage)
  - Brown Top Millet (April through September usage)
  - Bermuda Seed (Hulled)

3. MULCH (Delivery Only):

- Specifications:
- Shipped in 50 lb. bales
  - Cellulose Mulch (60% paper, 40% wood fiber)

4. HERBICIDES / ALGICIDES / FUNGICIDES / INSECTICIDES / ADJUVANTS

- a. **Material Quality:** Herbicides/Algicides, Fungicides, Insecticides, and Adjuvants shall conform to the requirements of this IFB and shall be properly labeled per Florida Statutes Chapter 487.
- b. **Description of Materials:** The following details the specifications for each herbicide type:
  - (i) **VETERAN 720 (Delivery Only) – Riverdale**
    - Shipped in 2.5-gallon containers
    - Dimethylamine salt of dicamba
    - (3,6-dichloro-o-anisic acid) 12.82%
    - Equivalent to 10.5% 3,6-dichloro-o-anisic acid
    - Dimethylamine salts of related acids 3.19%
    - Dimethylamine salt of 2, 4 dichloro-phenoxyacetic acid 24.58%
    - Equivalent to 20.4% 2, 4-dichlorophenoxyacetic acid by AOAC isomer specified method 6. D01-5
    - Inert Ingredients: 59.41%
    - Contains 2 pounds Diquat Cation per gallon as 3.73 pounds salt per gallon.

- (ii) ISOPROPYLAMINE SALT OF GLYPHOSATE (Delivery Only), (Generic Roundup) – Non-Aquatic with Adjuvant in mix, Shipped in 2.5-gallon containers
- (iii) ROUNDUP PRO (Delivery Only),
  - Generic Form allowed
  - Shipped in 2.5-gallon containers
  - Isopropylamine salt of Glyphosate 41.0%
  - Inert Ingredients 59.0%
  - Contains 480 grams per liter or four pounds of the active ingredient isopropylamine salt of N-(phosphonomethyl) glycine per U.S. gallon. Equivalent to 359 grams per liter or pond per U.S. gallon of the acid, glyphosate.
- (iv) RODEO, AQUA CLEAR – MONSANTO, Generics (Delivery Only)
  - Shipped in 2.5 or 30-gallon containers
  - AquaNeat-Riverdale, GlyPro-Dow Agri, Eagre – Griffin
  - Isopropylamine Salt of Glyphosate 53.8%
  - Inert Ingredients: 46.2%
  - Contains 648 grams/liter or 5.4 lbs. per U.S. gallon of active Ingredient, glyphosate, in the form of its isopropylamine salt, Equivalent to 480 grams/liter or 4 lbs. per U.S. gallon of the acid, glyphosate.
- (v) SONAR (Q) – SePRO (Delivery Only)
  - Active Ingredient: 5%
  - Fluridone: 1 methy-3phenyl-5-[3-(trifluoromethyl) phenyl] – 4(1H)-pyridinone
  - Inert Ingredients: 95%
  - Q – Contains 2 pounds active ingredient per 40-pound container
- (vi) SONAR (A.S.) – Griffin (Delivery Only)
  - Active Ingredient: 41.7%
  - Fluridone: 1 methyl-3phenyl-5-[3-trifluoromethyl) phenyl]
  - Inert Ingredients: 58.3%
  - Contains 4 pounds active ingredient per gallon
- (vii) SILNET 200 (Aquatic Label) (Delivery Only) (No substitutions allowed)
  - Shipped in 1-gallon containers
  - Active Ingredient: Proprietary blend of polyalkyleneoxide
  - Modified polydimethylsiloxane and nonionic surfactants 99.00%
  - Constituents ineffective as spray adjuvant 1.00%
- (viii) DIQUAT DIBROMIDE (Delivery Only) (Generic form allowed)
  - Shipped in 2.5-gallon containers
  - Active Ingredient: [6,7-dihydrodipyrido (1,2-a:2',1'-c) pyrazinediium dibromide], 37.3%
  - Inert Ingredients 62.7%

(ix) SENCORE 75 TURF – Bayer (Delivery Only)(No substitutions allowed)

- Shipped in 5-pound containers
- Active Ingredient: 4-Amino-6 (1.1 dimethylethyl)-3 (methylthio) 1, 2, 4 triazin-5(4H)-one 75.0%
- Inert Ingredients: 25.0%

(x) MEC AMINE – D – Verdigon (Delivery Only)

- Shipped in 2.5-gallon containers
- Active Ingredients: Dimethylamine Salt of 2, 4-Dichlorophenoxyacetic acid 30.66%
- Dionethyamine Salt of 2 – (2-mthyl-4-chlorophenoxy)
- Proplonic acid 16.34%
- Dimethylamine Salt of Dicamba 2.77%
- Inert Ingredients: 50.23%

(xi) GARLON 4 – Dow Agro Sciences (Delivery Only) (Generic form allowed)

- Shipped in 2.5-gallon containers
- Active Ingredients 61.6%
- Inert Ingredients: 38.4%

(xii) GARLON3A – Dow Agro Sciences (Delivery Only) (Generic allowed)

- Shipped in 2.5-gallon or 30-gallon containers

(xiii) PLATEAU BASF (Delivery Only) (No substitutions allowed)

- Shipped in 2.5-gallon containers
- Active Ingredient: Ammonium salt of imazapic (+/-)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-Imidazole-2-yl]-5-methyl-3-pyridinecarboxylic acid. 23.6%
- Inert Ingredients: 76.4%

(xiv) MILESTONE – Dow AgroSciences (Delivery Only) (No substitutions allowed)

- Shipped in 2.5-gallon containers
- Active Ingredient: trisopropanolammonium salt of 2- Pyridine carboxylic acid, 4 amino-3, 6-dicloro – 40.6%
- Inert Ingredients: 59.4%

(xv) ISOPROPYLAMINE SALT OF IMAZAPYR – Habitat (Delivery Only) (Generic form allowed)

- Aquatic Labeled herbicide
- Shipped in 2.5-gallon containers
- Shipped in 2.5-gallon containers
- Isopropylamine salt of imazapyr 28.7%
- Contains 240 grams per liter or 2 pounds of the active ingredient isopropylamine salt of imazapyr per U.S. gallon.
- Equivalent to 240 grams per liter or 2 pounds acid per U.S. gallon

c. Fungicides

The following details the specifications for fungicide:

ALIETTE WDG – Bayer (Delivery Only) (Generic form allowed)

- Shipped in 5.5-lb. containers
- Active Ingredient: Aluminum tris (O-ethyl phosphonate) 80%
- Inert Ingredients: 20%

d. Insecticides

The following details the specifications for each insecticide type:

(i) ORTHENE (acephate) – (Delivery Only) (Generic form allowed)

- Shipped in 1-lb. or 10-lb. bags
- Active Ingredient: Acephate (O, S-dimethyl acetylphosphoramidothioate) 75%
- Inert Ingredients: 25%

(ii) AMDRO – American Cyanamid Company (Delivery Only) (No substitutions allowed)

- Shipped in 1-lb. or 25-lb. containers
- Granular ant bait

(iii) TALSTAR F – FMC Corp (Delivery Only) (Generic form allowed)

- Shipped in 1-gallon containers
- Active Ingredient: Bifenthrin 7.9%
- Inert Ingredients: 92.1%

e. Adjuvants and Additives (for Delivery Only)

The following details the specifications for each adjuvant and additive type:

(i) DEFOAMER – Foambuster

- Shipped in 1-qt. containers
- A concentrated high strength silicone emulsion defoamer which kills foam and prevents the reforming of foam in spray tank.

(ii) LOVELAND X-77 SPREADER

- (Non-Ionic type spreader and activator)
- Shipped in 1-gallon containers
- Principal Functioning Agents: Alkylaryl polyoxyethylene, Glycols, Free Fatty Acids, Isopropanol
- Constituents effective as a Spray Adjuvant 90%
- Constituents ineffective as a Spray Adjuvant 10%

(iii) PROMATE ACCURACY, WINDBRAKE, AIRTIGHT (No substitutions allowed)

- Shipped in 1-qt. containers
- Principal Function Agent: Polyvinyl polymer
- (Polyacrylamide) 30%
- Inert Ingredients: 70%

(iv) OIL OF LIMONENE – Cide Kick (Delivery Only) (Generic form allowed)

- Spray adjuvant for Pesticides

- Shipped in 1-gallon containers
- d-limonene and related isomers plus selected emulsifiers 100%

(v) SPRAY INDICATOR/MARKER DYE (BLUE) Turf Mark, Terra Mark (Delivery Only) (Generic form allowed)

- Shipped in 1-gallon containers
- product must be non-toxic under OSHA standard 29 CFR 1910.1200 and SARA Title III. Must not contain chromium or other inert metals which are listed as California Proposition 65 or other regulatory guidelines.

END OF SECTION C

**SECTION D**  
**TERMS AND CONDITIONS**  
**IFB No. 19-R070680CB**

**D.01 AGREEMENT**

The agreement resulting from the acceptance of a bid shall be in the form of a contract and/or a purchase order. The agreement shall be for a period of two years from date of award with one, two-year renewal option.

**D.02 NON-EXCLUSIVE**

Unless otherwise stated in this IFB, successful Bidder understands and agrees that any resulting contractual relationship is non-exclusive and the County reserves the right to contract with more than one Bidder or seek similar or identical goods and services elsewhere if deemed in the best interest of the County.

**D.03 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 Bidder 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 Bidder 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.

**D.04 PURCHASING COOPERATIVE**

It is the intent of this IFB to include requirements and to obtain bids on behalf of Manatee County and reserve the right to authorize entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain purchases utilizing the terms, conditions and pricing of this IFB. This opportunity is also made available to all local and county governments and agencies, public educational institutions, non-profits, and State of Florida agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. Manatee County will not be financially responsible for the purchases of other entities utilizing this IFB and any resulting contract or purchase order.

**D.05 LOCAL PREFERENCE**

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its Bid that for at least six (6) full months prior to the advertisement of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location. Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.
4. To qualify for local preference under this section, **a local business must certify to County** by completing an **“Affidavit as to Local Business Form,”** which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.
5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

**D.06 SUPPLIER REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

**D.07 RESERVED RIGHTS**

The County reserves the right to accept or reject any and all Bids, 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 bid is received, the County reserves the right to negotiate with the Bidder. The County reserves the right to award to the lowest responsive and responsible Bidder.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Bidder to perform the work or service requested. Upon request by the County, Bidder 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 Bidder; verification of availability of equipment and personnel; and past performance records.

**D.08 APPLICABLE LAWS**

Bidder 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.

**D.09 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 Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The Successful Bidder 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.

**D.10 CODE OF ETHICS**

With respect to this and any bid, if a Bidder 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 Bidder will be ineligible for award to perform the work described in this IFB, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld.

**D.11 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 bid opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**D.12 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 Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Invitation for Bid 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.

**D.13 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES**

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.

**D.14 QUALITY**

Unless otherwise specifically provided in the IFB documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**D.15 DELIVERY**

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

**D.16 AUTHORIZED PRODUCT REPRESENTATION**

Bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**D.17 ROYALTIES AND PATENTS**

The successful Bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful Bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

**D.18 PUBLIC RECORDS**

Upon receipt, all inquiries and responses to inquiries related to this Bid become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or when notice of intent to award is made, whichever occurs first, as provided by Florida Statutes § 119.071(1)(b).

If County rejects all Bids and concurrently notices its intent to reissue the solicitation, the rejected Bids 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. A bid is not exempt for longer than twelve (12) months after the initial notice of rejection of all Bids.

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

1. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in

accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder 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 THE SUCCESSFUL BIDDER 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, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

**D.19 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Bid in response to a Request for Bid 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 a Bid in response to the Request for Bid shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Bid that are not declared as trade secret. In addition, Bidder shall cite, for

each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the

information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Bid that redacts all information designated as trade secret.

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

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders 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 Bidder's bid, the Bidder 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 Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

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

#### **D.20 ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

#### **D.21 FUNDING**

This IFB is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions herein. The County shall provide prompt written notice to the successful Bidder that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this IFB, and shall,

effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated whichever occurs first, be thereafter released of all further obligations in any way related to this IFB.

#### **D.22 CONDITIONS FOR EMERGENCY EVENTS**

A critical challenge in emergency situations is to obtain essential supplies, goods and equipment in the affected areas. It is the County's priority that public property, life, safety, and health are protected during any emergency as declared by the State and/or the County. Therefore, before, during and after a disaster, hurricane, flood, act of terrorism, or other public emergency event, whether natural or man-made, successful Bidder shall make delivery to the County of the goods and services in this IFB its first-priority.

Successful Bidder will ensure that contract prices are billed to the County for deliveries as part of an emergency event. Upon award of a contract, successful Bidder shall furnish an email and phone number in which successful Bidder can be contacted twenty-four (24) hours per day, seven days per week for emergency services.

#### **D.23 TERMINATION**

The County, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this IFB with or without cause immediately upon providing written notice to the successful Bidder. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under the contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to the date of the notice of termination.

The County reserves the right to terminate any contract entered into pursuant to this IFB, in part or in whole, or place the successful Bidder on probation in the event it fails to perform in accordance with the terms and conditions stated herein. Notification will be made by providing written notice of such failure or default and by specifying a reasonable time period within which the successful Bidder must cure any such failure to perform or default. If the successful Bidder fails to cure the default within the time specified, the County may then terminate the subject contract by providing written notice to the successful Bidder. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances and/or policies. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.

#### **D.24 PRECEDENCE**

Statements contained in the Scope of Work or Bid Summary Sections of this IFB, which vary from the information contained in this Section D, shall have precedence.

#### **D.25 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Bidder 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 Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Bidder 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 a bid in response to this IFB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder 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.

#### **D.26 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful Bidder 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 Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

**Only those individuals determined eligible to work within the United States shall be employed to perform the work specified in this IFB.**

By submission of a Bid in response to this IFB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful Bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful Bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

**D.27 RECOMMENDATION FOR AWARD**

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

**END SECTION D**

**ATTACHMENT A**  
**ACKNOWLEDGMENT OF ADDENDA**  
**IFB No. 19-R070680CB**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder's information below:

Name of Bidder	Telephone Number
Street Address	City/State/Zip
Email Address	Website Address
Print Name & Title of Authorized Officer	Signature of Authorized Official
	Date

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT B**  
**BID SIGNATURE FORM**  
IFB No. 19-R070680CB

The undersigned represents that:

- (1) By signing the bid, that he/she has the authority and approval of the legal entity purporting to submit the bid 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 bid are true and correct;
- (3) By submitting a bid and signing below, the Bidder agrees to all terms and conditions in this IFB, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (4) The Bidder, 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 Bidder's information below:

Name of Bidder	Telephone Number
Street Address	City/State/Zip
Email Address	Web Address
Print Name & Title of Authorized Officer	Signature of Authorized Officer      Date

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT C**  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**  
IFB No. 19-R070680CB

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,  
MANATEE COUNTY PROCUREMENT CODE

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

This sworn statement is submitted to Manatee County by \_\_\_\_\_:  
[print individual's name and title]

For \_\_\_\_\_  
[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 contract 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 the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount 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 Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_ My commission expires \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
[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.

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT D**  
**INSURANCE AND BOND REQUIREMENTS**  
**IFB No. 19-R070680CB**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability:</b></p>	<p>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:            \$ <u>1,000,000</u> combined single limit; OR            \$ <u>500,000</u> bodily injury and \$ <u>500,000</u> property damage.            \$<u>10,000</u> Personal Injury Protection (No Fault)            \$<u>1,000,000</u> Hired, Non-Owned Liability            \$<u>10,000</u> Medical Payments.  <i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability:</b>  <b>(Per Occurrence form only; claims-made form is not acceptable)</b></p>	<p>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:            \$ <u>1,000,000</u> single limit per occurrence;            \$ <u>2,000,000</u> aggregate            \$ <u>1,000,000</u> Products/Completed Operations Aggregate            \$ 1,000,000 Personal and Advertising Injury Liability            \$ <u>100,000</u> Fire Damage Liability            \$ <u>10,000</u> Medical Expense, and            \$ <u>1,000,000</u>, Third Party Property Damage.            \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)  <i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability</b></p>	<p>Coverage limits of not less than:            \$<u>100,000</u> each accident            \$<u>500,000</u> disease each employee            \$<u>500,000</u> disease policy limit</p>
<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation</b>  <input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act coverage</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>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.</li> </ul>

<input type="checkbox"/> Jones Act coverage	<ul style="list-style-type: none"> <li>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>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.</p> <p><u>Note:</u> 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.</p>
<b>OTHER INSURANCES</b>	<b>REQUIRED LIMITS</b>
5. <input type="checkbox"/> Aircraft Liability	<input type="checkbox"/> <b>Aircraft</b> 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 <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. \$ _____ General Aggregate.  <input type="checkbox"/> <b>Unmanned Aircraft (Drone)</b> 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.
6. <input type="checkbox"/> Installation Floater	When the contract or agreement <b>does not</b> 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: <ul style="list-style-type: none"> <li>100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>

<p>7. <input type="checkbox"/> <b>Professional Liability and/or Errors and Omissions (E&amp;O) Liability Insurances</b></p>	<p>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:</p> <p>\$ _____ Bodily Injury and Property Damage Each Occurrence          \$ _____ General Aggregate</p>
<p>8. <input type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>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.</p>
<p>9. <input type="checkbox"/> <b>Cyber Liability</b></p>	<p>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:</p> <p>\$ _____ 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</p> <ul style="list-style-type: none"> <li>• Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</li> </ul>

10.  Hazardous Materials Insurances (as noted)

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, Successful Proposer 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.

<p><b>11. <input type="checkbox"/> Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer 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.</p> <p>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:</p> <p>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</p>
<p><b>12. <input type="checkbox"/> Liquor Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Each Occurrence and Aggregate.</li> </ul>
<p><b>13. <input type="checkbox"/> Garage Keeper's Liability Insurance</b></p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p><b>14. <input type="checkbox"/> Bailee's Customer Liability Insurance</b></p>	<p>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.</p> <p>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:</p> <p>Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</p>

<p>15. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence;</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage.</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>16. <input type="checkbox"/> <b>Other (Please Specify)</b></p>	

**BOND REQUIREMENTS**

<p>17. <input type="checkbox"/> <b>Bid Bond</b></p>	<p>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.</p> <p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p>18. <input type="checkbox"/> <b>Payment and Performance Bond</b></p>	<p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

## INSURANCE REQUIREMENTS

### I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

#### 1. 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 Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. 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 Successful Proposer 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 Successful Proposer'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 Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

#### 2. 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 Successful Proposer for the County.

### II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. 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, Successful Proposer 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. In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida  
Attn: Purchasing Division - Procurement  
1112 Manatee Avenue West  
Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. 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.
  4. Successful Proposer shall provide thirty (30) days written notice 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.
  5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Proposer waives all subrogation rights against Manatee 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.
  7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer 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 the requirements set forth to the procurement representative.
  9. 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 Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Proposer 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 Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- IV. Successful Proposer 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.
- V. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

**ATTACHMENT E**  
**INSURANCE STATEMENT**  
IFB No. 19-R070680CB

**THE UNDERSIGNED** has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Return this signed statement with your bid or proposal.***

**ATTACHMENT F**  
**CONFLICT OF INTEREST AFFIDAVIT**  
IFB No. 19-R070680CB

The award of this contract is subject to the provisions of Manatee County Code of Laws. Bidder must disclose within its Bid: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, all Bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

By signing below, Bidder confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this IFB.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this IFB.

Acknowledged and attested to by:

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Name and Title (Print or Type)

\_\_\_\_\_ Date

**Return this fully executed form with your bid.**

**ATTACHMENT G**  
**PRICING FORM**  
IFB No. 19-R070680CB

1. Bidders must complete **Attachment G, Bid Form, in Microsoft Excel® spreadsheet format, which is posted on the Procurement webpage of the County's website with this solicitation and available for download. Bidder must provide a hard copy and an electronic copy of the Pricing Form with its Bid per the requirements of this IFB.**
2. Provide a firm, fixed cost. Costs must be all-inclusive, including any delivery fees, to provide the goods and/or services.

ATTACHMENT G  
 BID FORM

IFB #19-R070680CB

	A	B	C	D	E	F	G	H	I
	ITEM	DESCRIPTION / PRODUCT NAME		CONTAINER / SIZE	SUBSTITUTIONS/ ALTERNATES	ANNUAL EST. QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1									
2									
3									
4	<b>Group 1: Sods</b>								
5	<b>A</b>	<b>BAHIA SOD</b>							
6	<b>1-4 Pallets (400 SF - 1,999 SF)</b>								
7	A1	Delivered & Spot Placed		Pallet	No Substitutions	6,000	SF	\$	
8	A2	County Pick-Up		Pallet	No Substitutions	8,000	SF	\$	
9	A3	Delivered & Installed		Pallet	No Substitutions	4,000	SF	\$	
10	A4	Slope Delivery & Installation		Pallet	No Substitutions	1,000	SF	\$	
11	<b>5-9 Pallets (2,000 SF - 3,999 SF)</b>								
12	A5	Delivered & Spot Placed		Pallet	No Substitutions	5,600	SF	\$	
13	A6	Delivered & Installed		Pallet	No Substitutions	7,600	SF	\$	
14	A7	Slope Delivery & Installation		Pallet	No Substitutions	1,800	SF	\$	
15	<b>10-24 Pallets (4,000 SF - 9,999 SF)</b>								
16	A8	Delivered & Spot Placed		Pallet	No Substitutions	4,000	SF	\$	
17	A9	Delivered & Installed		Pallet	No Substitutions	8,000	SF	\$	
18	A10	Slope Delivery & Installation		Pallet	No Substitutions	12,500	SF	\$	
19	<b>25 or More Pallets (10,000 SF or More)</b>								
20	A11	Delivered & Spot Placed		Pallet	No Substitutions	225,000	SF	\$	
21	A12	Delivered & Installed		Pallet	No Substitutions	400,000	SF	\$	
22	A13	Slope Delivery & Installation		Pallet	No Substitutions	600,000	SF	\$	
23	<b>B</b>	<b>ST. AUGUSTINE - FLORATAM</b>							
24	<b>1-4 Pallets (400 SF - 1,999 SF)</b>								
25	B1	Delivered & Spot Placed		Pallet	No Substitutions	7,600	SF	\$	
26	B2	County Pick-Up		Pallet	No Substitutions	8,000	SF	\$	
27	B3	Delivered & Installed		Pallet	No Substitutions	3,200	SF	\$	
28	B4	Slope Delivery & Installation		Pallet	No Substitutions	250	SF	\$	
29	<b>5-9 Pallets (2,000 SF - 3,999 SF)</b>								
30	B5	Delivered & Spot Placed		Pallet	No Substitutions	2,500	SF	\$	
31	B6	Delivered & Installed		Pallet	No Substitutions	4,800	SF	\$	

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

ATTACHMENT G  
BID FORM

IFB #19-R070680CB

	A	B	C	D	E	F	G	H	I
32	<b>C</b>	<b>419 BERMUDA SOD</b>							
33		<b>1-4 Pallets or Rolled (400 SF - 1,999 SF)</b>							
34		C1	Delivered & Spot Placed	Pallet	No Substitutions	500	SF	\$	
35		C2	Delivered & Installed	Pallet	No Substitutions	1,600	SF	\$	
36		C3	Delivered & Installed	Roll	No Substitutions	200	SF	\$	
37		<b>5-9 Pallets or Rolled (2,000-3,999 SF)</b>							
38		C4	Delivered & Installed	Pallet	No Substitutions	8,000	SF	\$	
39		C5	Delivered & Installed	Roll	No Substitutions	4,000	SF	\$	
40		<b>10-24 Pallets or Rolled (4,000-9,999 SF)</b>							
41		C6	Delivered & Installed	Pallet	No Substitutions	12,000	SF	\$	
42		C7	Delivered & Installed	Roll	No Substitutions	4,000	SF	\$	
43		<b>25 or More Pallets or Rolled (&gt;10,000 SF)</b>							
44		C8	Delivered & Installed	Pallet	No Substitutions	38,000	SF	\$	
45		C9	Delivered & Installed	Roll	No Substitutions	1,000	SF	\$	
46	<b>D</b>	<b>ZOYSIA SOD</b>							
47		D1	1-4 Pallets Delivered (400-1,999 SF)	Pallet	No Substitutions	10,000	SF	\$	
48		D2	1-4 Pallets Delivered & Installed (400-1,999 SF)	Pallet	No Substitutions	800	SF	\$	
49		D3	5-9 Pallets Delivered (2,000-3,999 SF)	Pallet	No Substitutions	5,000	SF	\$	
50		D4	5-9 Pallets Delivered & Installed (2,000-3,999 SF)	Pallet	No Substitutions	400	SF	\$	
51		D5	10-24 Pallets Delivered (4,000-9,999 SF)	Pallet	No Substitutions	4,000	SF	\$	
52		D6	10-24 Pallets Delivered & Installed (4,000-9,000 SF)	Pallet	No Substitutions	400	SF	\$	
53	<b>E</b>	<b>SOD STAPLES</b>							
54		E1	Staples Installed (County Supplied)			100	EA	\$	
55		E2	Staples Installed (Bidder Supplied)			10,000	SF	\$	

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

ATTACHMENT G  
 BID FORM

IFB #19-R070680CB

	A	B	C	D	E	F	G	H	I
56	<b>Group 2: Grass Seeds and Mulch</b>								
57				<b>CONTAINER</b>	<b>SUBSTITUTIONS/ ALTERNATES</b>	<b>ANNUAL EST. QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
58		<b>ITEM</b>	<b>DESCRIPTION / PRODUCT NAME</b>	<b>SIZE</b>					
59	<b>F</b>	<b>SEEDS &amp; MULCH</b>							
60		F1	Pensacola Bahia Seed	50 lb bag		400	BAG	\$	
61		F2	Rye Grass, 50 lb bag (October thru March)	50 lb bag		340	BAG	\$	
62		F3	Brown Top Millet(April thru September)	50 lb bag		340	BAG	\$	
63		F4	Bermuda Seed (Hulled)	50 lb bag		500	BAG	\$	
64		F5	Cellulose Mulch (for Hydro Seeding), 70% Paper, 30% Wood Fiber	30 lb bales		300	BALES	\$	

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

ATTACHMENT G  
BID FORM

IFB #19-R070680CB

	A	B	C	D	E	F	G	H	I
65	<b>Group 3: Herbicides, Insecticides, and Related Chemicals</b>								
66				CONTAINER	SUBSTITUTIONS/ ALTERNATES	ANNUAL EST. QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
67		ITEM	DESCRIPTION / PRODUCT NAME	SIZE					
68	<b>G</b>	<b>HERBICIDES / ALGICIDES</b>							
69		G1	Veteran 720	2.5 GAL		2	EA	\$	
70		G2	Isopropylamine Salt of Glyphosate	2.5 GAL		24	EA	\$	
71		G3	Roundup Pro	2.5 GAL		200	EA	\$	
72		G4	Rodeo, Aqua Clear	2.5 GAL		10	EA	\$	
73		G5	Sonar Q	40 LB	No Substitutions	30	GA	\$	
74		G6	Sonar (A.S)	1 GAL	No Substitutions	5	GA	\$	
75		G7	Silnet 200 (Aquatic Label)	1 GAL	No Substitutions	150	GA	\$	
76		G8	Diquat Dibromide	2.5 GAL		10	EA	\$	
77		G9	Sencor 75 Turf	5 LB	No Substitutions	4	EA	\$	
78		G10	MEC AMINE-D	2.5 GAL		20	EA	\$	
79		G11	Garlon 4 (Generics Allowed)	2.5 GAL		12	EA	\$	
80		G12	Garlon 3A (Generics Allowed)	2.5 GAL		400	EA	\$	
81		G13	Plateau ONLY OFFER 1-GAL	1 GAL	No Substitutions	50	EA	\$	
82		G14	Milestone	2.5 GAL	No Substitutions	50	EA	\$	
83		G15	Isopropylamine Salt of Imazapyr 28.1% A.I. (active ingredient) (Generics Allowed)	2.5 GAL		10	EA	\$	
84	<b>H</b>	<b>FUNGICIDES</b>							
85		H1	Aliette WDG (Generics Allowed)	5.5 LB		5	EA	\$	#VALUE!

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

ATTACHMENT G  
BID FORM

IFB #19-R070680CB

	A	B	C	D	E	F	G	H	I
86				CONTAINER	SUBSTITUTIONS/	ANNUAL EST.	UNIT OF	UNIT	EXTENDED
87	ITEM	DESCRIPTION / PRODUCT NAME		SIZE	ALTERNATES	QUANTITY	MEASURE	PRICE	PRICE
88	I	INSECTICIDES							
89	I1	Orthene		1 LB		10	EA	\$	
90	I2	Orthene		10 LB		10	EA	\$	
91	I3	Amdro 1-LB		1 LB	No Substitutions	10	LB	\$	
92	I4	Amdro 25-LB		25 LB	No Substitutions	20	EA	\$	
93	I5	Talstar F		1 GAL		40	GAL	\$	
94	J	ADJUVANTS & ADDITIVES							
95	J1	Defoamer		1 QT		120	QT	\$	
96	J2	Loveland X-77 Spreader		1 GAL		500	GAL	\$	
97	J3	Promate Accuracy, Windbrake, Airtight		1 QT	No Substitutions	2,000	QT	\$	
98	J4	Oil of Limonene (Generics Allowed)		1 GAL		8	GAL	\$	
99	J5	Spray Indicator/Marker Dye (Blue) (Generics Allowed)		1 GAL		8	GAL	\$	
100									
101	The following applies to Group 1, Group 2, and Group 3								
102	1	Manatee County reserves the right to add to or delete items from the product listing.							
103	2	Pricing shall remain firm for the first twenty-four months of the Agreement. Any increases of pricing must be requested by successful Bidder at least 30 days in advance of the termination of the Agreement or any subsequent renewal period.							
104	3	Price increases or decreases shall be based on the Bureau of Labor Statistics (BLS) Producer Price Index for Agricultural Chemicals and Chemical Compounds #WPU065 increase or decrease for the most recent 12 month period.							
105	4	The quantities listed are estimates only. Actual purchases shall be on an "as needed" basis.							

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

## **EXHIBITS**



**AGREEMENT No. [number]**

**[TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[SUPPLIER NAME]**

**AGREEMENT FOR [TITLE]**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 [corporation/company/limited liability corporation], (“**SUPPLIER**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. COUNTY and SUPPLIER are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, SUPPLIER 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 SUPPLIER to provide the goods and services described in this Agreement; and

**WHEREAS**, this Agreement is a result of SUPPLIER’S submission of a bid or quote in response to [ITQ/IFB number] and COUNTY thereafter conducted a solicitation process in accordance with the Manatee County Procurement Code and Administrative Standards and Procedures.

**NOW, THEREFORE**, the COUNTY and SUPPLIER, 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**

SUPPLIER agrees to provide the goods and/or services as set forth in **Exhibit A**, Scope of Work, which is attached hereto and made a part hereof.

**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** Quoted Prices
- Exhibit C**
- Exhibit D**

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 date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 10, but not to exceed [number years].
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods not to exceed a total of [number] years.

### **ARTICLE 4. COMPENSATION**

The quoted pricing specified in **Exhibit B** shall be pricing for the goods and/or services provided and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

The maximum not-to-exceed amount for the provision of goods and/or services hereunder shall not exceed [Amount In Words], [amount in numerals].

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. COUNTY shall approve of all invoices prior to payment.
- B. COUNTY shall have forty-five (45) days from the receipt of a proper invoice seeking payment of the invoice amount
- C. COUNTY will notify SUPPLIER that the delivered goods and/or services, or any part thereof, is unacceptable, within 20 days of receipt of an invoice and provide SUPPLIER opportunity to cure the deficiency.
- D. If an invoice is rejected by the COUNTY and the SUPPLIER submits a corrected invoice which resolves the deficiency, the corrected (proper) invoice will be paid or rejected on the later of:
  - 1. Ten business days after the date the corrected invoice is stamped as received; or
  - 2. If approval by the COUNTY’S governing board is required, the first business day after the next regularly scheduled meeting of the board held after the corrected invoice is stamped as receive.
- E. All costs of providing the services shall be the responsibility of SUPPLIER, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and SUPPLIER with regard to the percentage of the Work

that has been completed or SUPPLIER'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 SUPPLIER**

- A. SUPPLIER shall perform the work in accordance with the terms and conditions of this Agreement.
- B. SUPPLIER shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- C. SUPPLIER 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 goods and/or services provided pursuant to this Agreement. SUPPLIER attests to this via an Affidavit of No Conflict, **Exhibit C**.
- D. COUNTY may require in writing that SUPPLIER remove from the provision of goods and/or services any of SUPPLIER'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.

#### **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 services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that SUPPLIER is given written notice thereof.
- B. COUNTY shall perform the responsibilities enumerated in this Article at no cost to SUPPLIER.

#### **ARTICLE 8. TERMINATION OF AGREEMENT**

- A. TERMINATION FOR CAUSE:
  - 1. COUNTY shall have the right, by written notice to SUPPLIER, 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 products or services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
    - b. Failure to deliver the supplies or 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 SUPPLIER, affording SUPPLIER 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 SUPPLIER in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER'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, SUPPLIER 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, SUPPLIER shall stop work on the date specified;

**B. TERMINATION WITHOUT CAUSE:**

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide SUPPLIER 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, SUPPLIER shall be entitled to payment for all goods and/or services provided to the satisfaction of the COUNTY under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the SUPPLIER to properly perform pursuant to this Agreement. SUPPLIER shall not be entitled to any other compensation, including anticipated profits on unperformed services.

**ARTICLE 9. DISPUTE RESOLUTION**

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 Procurement Official.

- A. If a dispute between the COUNTY and SUPPLIER cannot be resolved, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction agreement. the dispute must be resolved as follows:

1. The undisputed portion of an invoice will be paid timely as shown above in Article 5.
  2. Proceedings to resolve the dispute will commence no later than 45 days after the date on which the invoice was received and be concluded by final decision not later than 60 days after the date on which the invoice was received.
  3. If the dispute is resolved in favor of the COUNTY, then interest charges shall begin to accrue 15 days after the dispute is resolved.
  4. If the dispute is resolved in favor of the SUPPLIER, then interest shall begin to accrue as of the original date the payment became due.
- B. SUPPLIER 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 10. COMPLIANCE WITH LAWS**

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

#### **ARTICLE 11. NON-DISCRIMINATION**

SUPPLIER 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 without discrimination because of race, color or national origin. 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).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

#### **ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. SUPPLIER 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. SUPPLIER 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 SUPPLIER'S performance. Such materials shall also be

made available to COUNTY upon request for inspection 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 SUPPLIER made by any local, state or federal agency. To the extent such materials are in the possession of a third party, SUPPLIER must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. SUPPLIER 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. SUPPLIER shall obtain any licenses required to provide the Scope of 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 SUPPLIER. SUPPLIER 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 13. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent SUPPLIER is providing goods and/or performing services on behalf of COUNTY, SUPPLIER 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 SUPPLIER 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 SUPPLIER or keep and maintain public records required by COUNTY to perform the service. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of this Agreement, SUPPLIER 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 SUPPLIER 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: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

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

**ARTICLE 14. INDEMNIFICATION**

Each Party shall defend, indemnify, 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.

**ARTICLE 15. 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 Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

**ARTICLE 16. INSURANCE**

A. SUPPLIER 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 services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and 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 SUPPLIER and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

**ARTICLE 17. LEGAL SERVICES**

If notified in writing by the Office of the County Attorney, SUPPLIER agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY'S position in court.
- D. Compensation for litigation services shall not exceed the maximum not-to-exceed amount for the provision of goods and/or services under this Agreement as stated in Article 4.
- E. SUPPLIER'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.

F. SUPPLIER shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

#### **ARTICLE 18. SOLICITATION OF AGREEMENT**

SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER 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 SUPPLIER, 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 19. ASSIGNMENT AND SUBCONTRACTING**

SUPPLIER 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 SUPPLIER asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, SUPPLIER shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve SUPPLIER 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 SUPPLIER 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 SUPPLIER, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 20. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER 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 SUPPLIER, 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 21. SUB-CONTRACTORS**

If SUPPLIER receives written approval from the COUNTY to use the services of a sub-contractor(s), SUPPLIER shall receive prior written approval of COUNTY before the use of the sub-contractor.

**ARTICLE 22. LIABILITY FOR NEGLIGENCE.**

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

**ARTICLE 23. 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: [Name]  
                                  [Address]  
                                  [City/State/Zip]  
                                  Phone: (941) [number]  
                                  Email: [email]

To SUPPLIER:                [Company Name]  
                                  Attn: [name]  
                                  [Address]  
                                  [City/State/Zip]  
                                  Phone: ([area code) [number]  
                                  Email: [email]

**ARTICLE 24. RELATIONSHIP OF PARTIES**

The relationship of SUPPLIER to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to SUPPLIER or any of the officers, employees, personnel, agents, or sub-contractors of SUPPLIER 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 SUPPLIER in connection with this Agreement or for debts or claims accruing to such parties. SUPPLIER shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

## **ARTICLE 25. NO CONFLICT**

By accepting award of this Agreement, SUPPLIER, 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 26. ETHICAL CONSIDERATIONS**

SUPPLIER recognizes that in rendering the services pursuant to the provisions of this Agreement, SUPPLIER is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition SUPPLIER 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. SUPPLIER shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

## **ARTICLE 27. PUBLIC ENTITY CRIMES**

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

## **ARTICLE 28. 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, SUPPLIER is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect SUPPLIER'S normal tax liability.

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

## **ARTICLE 29. 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 30. 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 31. 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 32. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material or design specified by SUPPLIER or supplied by SUPPLIER pursuant to this Agreement shall not knowingly infringe any patent or copyright, and SUPPLIER shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by SUPPLIER in the provision of [type of good/service].

### **ARTICLE 33. 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 34. 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 35. 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 36. 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 37. 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 38. 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.

**[SUPPLIER NAME]**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title of Above Signer

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Theresa Webb, M.A., CPPO, CPPB, CPSM,  
C.P.M., Procurement Official.

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT A**  
**SCOPE OF SERVICES**

SAMPLE

**EXHIBIT B**  
**FEE RATE SCHEDULE**

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 SUPPLIER NAME] \_\_\_\_\_, with full authority to bind  
(hereinafter "SUPPLIER"), who being first duly sworn, deposes and says that SUPPLIER:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require SUPPLIER 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Commission No. \_\_\_\_\_

**EXHIBIT D**  
**INSURANCE AND BOND REQUIREMENTS**

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated 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):

<b><u>STANDARD INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability Insurance:</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability Insurance:</b></p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ <u>1,000,000</u> Personal and Advertising Injury Liability</li> <li>• \$ <u>50,000</u> Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability Insurance</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>500,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> <li>• </li> </ul>
<p>4. <input checked="" type="checkbox"/> <b>Worker's</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all</li> </ul>

<p><b>Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p> <p><input type="checkbox"/> <b>Jones Act Coverage</b></p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> <li>• If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>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.</p> <p>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.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury with no less than <b>\$100,000</b> per passenger each occurrence or a 'smooth' limit.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> 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:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input type="checkbox"/> <b>Professional Liability and/or Errors and Omissions</b></p>	<p>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:</p>

<p><b>(E&amp;O) Liability Insurances</b></p>	<ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ <u>2,000,000</u> General Aggregate</li> </ul>
<p>9. <input type="checkbox"/> <b>Builder’s Risk Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>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.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>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.</p> <p>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:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u></li> </ul>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>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.</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p><b>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</b></p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p><b>13. <input type="checkbox"/> Liquor Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li><u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>
<p><b>14. <input type="checkbox"/> Garage Keeper’s Liability Insurance</b></p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>

<p>15. <input type="checkbox"/> <b>Bailee's Customer Liability Insurance</b></p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER'S care, custody and control.</li> </ul>
<p>16. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>17. <input type="checkbox"/> <b>Other [Specify]</b></p>	

<b><u>BOND REQUIREMENTS</u></b>	
<p>1. <input type="checkbox"/> <b>Bid Bond</b></p>	<p>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.</p> <p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

<p>2. <input type="checkbox"/> <b>Payment and Performance Bond</b></p>	<p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>
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Approved: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

## INSURANCE REQUIREMENTS

### **I. 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.

### **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, 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.
- III.** 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.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the SUPPLIER and shall become a part of the contract.

V. 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.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## **VII. BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a proposal, the SUPPLIER 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 SUPPLIER 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 SUPPLIER further agrees that in case the SUPPLIER 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 SUPPLIER, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER until the SUPPLIER 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 SUPPLIER. Failure of the SUPPLIER 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 SUPPLIER or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the SUPPLIER 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]

SAMPLE

**SUPPLIER'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.

SUPPLIER Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

*Please return this completed and signed statement with your quote/bid.*

SAMPLE