

RFO No. 20-R074105AJ
TOTAL ORGANIC CARBON (TOC)
COMBUSTION ANALYZER
(NIGP 493-96)
April 22, 2020

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



NOTICE TO OFFERORS, REQUEST FOR OFFERS NUMBER 20-R074105AJ

TOTAL ORGANIC CARBON COMBUSTION ANALYZER

Manatee County, a political subdivision of the State of Florida will receive offers from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Offerors), to provide a Total Organic Carbon (TOC) Combustion Analyzer system for the analysis of environmental samples, as specified in this Request for Offers.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Offers in response to this RFO is **June 3, 2020, by 3:00 P.M. ET**. Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 or via email to the Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

There is no Information Conference scheduled for this solicitation..

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Offers to the Manatee County Procurement Division by May 19, 2020. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT: Abigail Jenkins, Senior Procurement Agent

(941) 749-3062, Fax (941) 749-3034

Email: abigail.jenkins@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

Table of Contents

Request for Offers

Section		Page
A	Instructions to Offerors	4
B	Evaluation of Offers	13
C	Negotiation of the Agreement	14

Attachments

Attachment A, Acknowledgement of Addenda Form	15
Attachment B, Offer Signature Form	16
Attachment C, Public Contracting and Enviro Crime Cert	17
Attachment D, Insurance and Bond Requirements	19

Exhibits

- Exhibit 1, Scope of Services
- Exhibit 2, Offer Response Requirements
- Exhibit 3, Sample Agreement

SECTION A, INSTRUCTIONS TO OFFERORS

RFO NUMBER 20-R074105AJ TOC COMBUSTION ANALYZER

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

A.01 OFFER DUE DATE

The Due Date and Time for submission of Offers in response to this Request for Offers (RFO) is **June 3, 2020 by 3:00 P.M. ET**. It will be the responsibility of the Offeror to deliver its Offer to the Manatee County Procurement Division for receipt by the Due Date and Time regardless of the method of submission.

A.02 SUBMISSION OF OFFERS

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

a. OPTION ONE – By courier or hand delivery

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

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

Submit the Offer package with the following information clearly marked on the outside: **RFO 20-R074105AJ TOC Combustion Analyzer and Offeror’s name** and deliver to Manatee County Procurement Division at the following address:

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

b. OPTION TWO – Via EMAIL

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

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

Email submission should be submitted in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in a single document. Do not password protect or otherwise encrypt electronic Offer submission. Submit the electronic Offer via Email with the following information in the Email ‘Subject Line’: **RFO 20-R074105AJ TOC Combustion Analyzer, and Offeror’s name**. Electronic package is to be delivered to the Designated Procurement Contact via email at abigail.jenkins@mymanatee.org prior to the Due Date and Time.

A.03 ORGANIZATION OF OFFERS

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

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

A.04 ADDENDA

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

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

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

A.05 OFFEROR EXPENSES

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

A.06 FALSE OR MISLEADING STATEMENTS

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

A.07 WITHDRAWAL OR REVISION OF OFFERS

Offerors may withdraw Offers under the following circumstances:

- a. If Offeror discovers a mistake(s) prior to the Due Date and Time. Offeror may withdraw its Offer by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Offers. A copy of the request shall be retained and the unopened Offer returned to the Offeror; or
- b. After the Offers are opened but before a contract is signed, Offeror alleges a material mistake of fact if:

1. The mistake is clearly evident in the solicitation document; or
2. Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made in the Offer. Request to withdraw an Offer must be in writing and approved by the Procurement Official.

A.08 JOINT VENTURES

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

A.09 LOBBYING

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

A.10 EXAMINATION OF OFFERS

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

A.11 ERRORS OR OMISSIONS

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

A.12 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

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

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

A.13 RESERVED RIGHTS

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

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

A.14 APPLICABLE LAWS

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

A.15 TAXES

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

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

A.16 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.17 COLLUSION

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

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

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

A.18 CODE OF ETHICS

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

A.19 PUBLIC ENTITY CRIMES

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

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

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

A.20 AMERICANS WITH DISABILITIES

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

A.21 EQUAL EMPLOYMENT OPPORTUNITY

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

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.23 DISCLOSURE

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

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

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

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records.

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

A.24 TRADE SECRETS

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

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

To the extent that Offeror desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Offer that are not declared as trade secret. In addition, Offeror shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Offeror shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Offeror shall provide a hard copy of its Offer that redacts all information designated as trade secret.

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

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Offerors request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Offeror's Offer, the Offeror at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Offeror in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Offeror will be deemed to have waived the trade secret designation of the materials.

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

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

A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

- i. 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.
 - ii. 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.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Offeror agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Offeror receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.26 E-VERIFY

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

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

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

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

A.27 LICENSES AND PERMITS

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

A.28 BINDING OFFER

Offers will remain valid for a period of 120 days following the Due Date and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of an Offer will be taken as prima facie evidence that the Offeror has familiarized itself with the contents of this RFO.

A.29 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process.

<u>Scheduled Item</u>	<u>Scheduled Date</u>
There is no Information Conference scheduled for this solicitation	N\A
Question and Clarification Deadline	May 19, 2020
Final Addendum Posted	May 27, 2020
Offer Response Due Date and Time	June 3, 2020, at 3:00 P.M.
Demonstrations (if conducted)	June 25, 2020 starting at 9:00 A.M.
Evaluation Completed	June 2020
Project award	July 2020

END SECTION A

SECTION B, EVALUATION OF OFFERS

**RFO NUMBER 20-R074105AJ
TOC COMBUSTION ANALYZER**

B.01 EVALUATION

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

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

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

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFO.

Criteria	Maximum Weight (%)
Instrument Information	25
Functionality	25
Installation, Start-up, and On-going Support	25
Fees	20
Demonstrations	5

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

RFO NUMBER 20-R074105AJ TOC COMBUSTION ANALYZER

C.01 GENERAL

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

C.02 NEGOTIATION

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

C.03 RECOMMENDATION FOR AWARD

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

C.04 AGREEMENT

The selected Offeror(s) will be required to enter into an agreement in the form of and with the terms and conditions contained in Exhibit 3, Sample Agreement, attached hereto. The agreement may or may not include all elements of this RFO or the successful Offeror's Offer where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

C.05 AWARD

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

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

END SECTION C

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA

**RFO NUMBER 20-R074105AJ
TOC COMBUSTION ANALYZER**

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: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

Offeror must fully execute and return this form with its Offer.

ATTACHMENT B, OFFER SIGNATURE FORM

**RFO NUMBER 20-R074105AJ
TOC COMBUSTION ANALYZER**

The undersigned represents that:

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

Print or type Offeror’s information below:

Signature of Authorized Official / Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Name of Offeror: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Website URL: _____

Offeror must fully execute and return this form with its Offer.

ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**RFO NUMBER 20-R074105AJ
TOC COMBUSTION ANALYZER**

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

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

_____ [Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

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

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

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

or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Supplier Signature]

STATE OF _____
COUNTY OF _____

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

Notary Public Signature

My commission expires _____

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

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

ATTACHMENT D, INSURANCE AND BOND REQUIREMENTS

RFO NO. 20-R074105AJ

TOC COMBUSTION ANALYZER

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

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

OTHER INSURANCES

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

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

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

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

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

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

Bailee's Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

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, 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.
2. 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**

3. The project's solicitation number and title shall be listed on each certificate.
4. 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.
5. 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.
6. 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.
7. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
8. 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.
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 SUPPLIER'S deductible or self-insured retention and to require that it be reduced or eliminated.
10. 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.
11. The enclosed Hold Harmless Agreement shall be signed by the SUPPLIER and shall become a part of the contract.
12. 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.
13. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

II. 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 Florida Statutes § 255.05, 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 Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

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 Florida Statutes § 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 Florida Statutes § 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]

ATTACHMENT D, SUPPLIER'S INSURANCE STATEMENT

RFO NO. 20-R074105AJ

TOC COMBUSTION ANALYZER

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

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Return this signed statement with your offer.

EXHIBIT 1, SCOPE OF SERVICES

RFO NUMBER 20-R074105AJ TOC COMBUSTION ANALYZER

1.01 BACKGROUND INFORMATION

The Manatee County Utilities Department Central Laboratory (hereinafter in this scope referred to as Central Laboratory) provides analytical services to the Southwest Regional Water Reclamation Facility, the Southeast Regional Water Reclamation Facility, the North Regional Water Reclamation Facility, and in support of the Manatee Agricultural Reuse System. Additionally, analytical services are provided to the Wastewater Compliance Section and the Southeast Biosolids Dryer.

The services provided by the Central Laboratory include reagent preparation, equipment calibration checks, data analysis, interpretation, and consultation to assist in water treatment and permit compliance. The Central Laboratory performs tens of thousands of analyses for the Utilities Department each year.

Maintaining compliance with the water treatment specifications and permits is directly related to need for quality analysis to be performed by the Central Laboratory.

The Central Laboratory has the need to acquire a laboratory TOC Combustion Analyzer system for the analysis of environmental samples. The objective is to overcome complex matrix interferences in the analysis of the water, wastewater, and well samples, as required for permit compliance.

1.02 SCOPE

Successful Offeror (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide a TOC Combustion Analyzer.

1.03 GENERAL REQUIREMENTS

The Contractor shall provide, but not limited to the following:

- A. Provide a new laboratory TOC Combustion Analyzer to analyze non-potable water samples, for wastewater and groundwater samples.
- B. Provide all preventative maintenance, repair services and emergency visits and/or supply loaner equipment to ensure proper performance and continuous operation of the system.
- C. The County reserves the right to request raw data and documentation of a system configuration with respect to analysis of representative samples.

1.04 SERVICE REQUIREMENTS

Contractor services shall include but not be limited to:

- A. Installation and on-site start up assistance, including method development and training, to be provided by factory trained personnel.

- B. Professional training consisting of; training on the instrument use, software and maintenance.
- C. Comprehensive documentation including all product literature from manufacturer, warranty documents, operator and parts manuals.
- D. Provide a call back to telephone service inquiries within two (2) hours after a call is received. Service hours must cover business hours (08:00am – 05:00pm EST, Monday – Friday, excluding holidays).
- E. A one (1) year parts and labor warranty, including any standard accessory kits, such that instrument is capable of analyzing samples after setup.
- F. Provide three (3) years of additional coverage, including on-site preventative maintenance (PM) and following expiration of the one-year warranty.
- G. Provide ongoing preventative maintenance and a detailed Preventive Maintenance (PM) schedule and example of PM report.
- H. Warranty and extended service agreement coverage shall provide for a minimum forty-eight (48) hour on-site response time to service requests made by authorized County personnel or provide a loaner equipment within same timeframe.

1.05 TECHNICAL REQUIREMENTS

Contractor's shall furnish a TOC Combustion Analyzer system in accordance with the technical specifications, but not limited to the following:

- A. The system shall meet or exceed all applicable requirements outlined in the methods that the laboratory holds or seeks to hold National Environmental Laboratory Accreditation Conference (NELAC) accreditation.
Note: The method requirements can be found in the Standard Method 5310B – 2014 of Standard Methods for Examination of Water and Wastewater.
- B. The system shall have the ability to analyze non-potable water samples, such as, but not limited to, wastewater and groundwater samples.
- C. The system shall be equipped with an autosampler, capable of holding forty (40) mL sample vials.
- D. The system detector shall be Non-Dispersive Infrared Detector for high sensitivity.
- E. Providing pricing information for an optional stirring module, for stirring of samples within the vial prior to analysis.
- F. The system shall be quoted with a sulfite scrubber for removal of harmful gases prior to reaching detector, that may be generated if samples preserved with sulfuric acid are analyzed.
- G. The system design should be such that any component can be easily reached for maintenance purposes.
- H. The system shall have an auto wash station or ability to clean probe/needle between samples to prevent cross contamination.
- I. The system shall be equipped with automatic shutdown/standby.
- J. The system shall have ability to add priority samples.

1.06 EQUIPMENT SOFTWARE

Contractor shall ensure proper compliance with record retention and integrity, the system instrument software shall meet the guidelines outlined in Title 21 Code of Federal Regulations (CFR) Part 11, or equivalent.

- A. System instrument software shall have a menu that allows selection of preprogrammed or user defined methods.
- B. System instrument software shall capable of computing percentage Relative Standard Deviation (RSD) for calibration curves.
- C. System instrument software shall have automated dilution factor calculation ability.
- D. System instrument software shall have ability to perform automated corrective action based on user defined criteria.
- E. System instrument software shall have the ability to export to MS Excel or .csv format, for upload into Laboratory's Information Management System (LIMS).
- F. System instrument software shall have the ability to flag out of range results applying predefined criteria for blanks and standards.
- G. System instrument software shall be able to define user privileges (i.e. shall provide for different levels of user access).
- H. System instrument software shall operate in a Windows 10 environment without modification.
- I. Instrument software shall have the ability to be updated without changing hardware for future applications.
- J. Provide an external data acquisition device with monitor.

1.07 ACCESSIBILITY

Contractor shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

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

END OF EXHIBIT 1

EXHIBIT 2, OFFER RESPONSE REQUIREMENTS

RFO NUMBER 20-R074105AJ TOC COMBUSTION ANALYZER

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

2.01 INFORMATION TO BE SUBMITTED

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

2.02 OFFER FORMAT

- A.** The contents of the Offer package, if submitted in hard copy, must include one bound original, and one electronic format copy. The contents of the Offer package, if submitted electronically, must include one electronic format original.

NOTE: Electronic submissions should be submitted on a USB drive or compact disc in Microsoft Office® or Adobe Acrobat® PDF format in one file that includes all required TAB sections shown below in a continuous file. Do not submit proposal in separate files for each TAB section. Do not password protect or otherwise encrypt electronic submissions. For more information regarding submission of offers, refer to the Request for Offers, Section A.02, Submission of Offers.

B. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Offer.

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

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

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

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

No documentation is required. The County will verify registration.

2. Offeror shall provide a minimum of three (3) references using systems currently operating in a National Environmental Laboratory Accreditation Conference (NELAC)

certified water/wastewater laboratories within the United States, since May 1, 2017 each of which included one of the following components: system installation and on-site start up assistance, method, development and factory training.

Provide the following information for the five 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)
- g. Components

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

No documentation is required. The County will verify.

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

Offeror must complete Attachment C and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five years.

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

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

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

Disclose 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 Offeror's firm or any of its branches. If no conflicts of interests are present, Offeror must submit a statement to that effect.

D. TAB 3 – FORMS

Provide the completed and executed Attachments included in this RFO in Tab 3.

1. Attachment A, Acknowledgement of Addenda Form
2. Attachment B, Offer Signature Form
3. Attachment C, Public Contracting and Environmental Crime Certification Form
4. Attachment D, Insurance and Bonding Form

E. TAB 4 - TRADE SECRETS

Pursuant to Section A.24, Trade Secrets, in Tab 4 identify any trade secret being claimed.

NOTE: Designation of the entire Proposal as "Trade 'Secret', 'Proprietary' or 'Confidential' is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered. Offeror must submit purported trade secret information as follows:

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

F. TAB 5 - OFFEROR STATEMENT OF ORGANIZATION

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

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

10. Provide details of any ownership changes to Offeror's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

G. TAB 6 – INSTRUMENT INFORMATION

In Tab 6, provide details of the proposed TOC Combustion Analyzer system to include the following:

1. Complete TOC Combustion Analyzer specifications.
2. Description of the TOC Combustion Analyzer systems features.
3. List and description of the accessories available for and provided with the system.
4. Submit documentation indicating that the system meets each of the specifications as outlined in Exhibit 1, Scope of Service, Section 1.05 Technical Requirements.
5. Description of the features of the operating software provided with the system and documentation indicating the TOC Combustion Analyzer meets the specification as outlined in Exhibit 1, Scope of Service, Section 1.06, Equipment Software
6. Provide Offeror's experience with the system services, particularly for other government agencies in Florida.
7. Identify and include information regarding experience and qualifications of Offeror's key staff (e.g., project lead, managers, supervisors, and Maintenance and Repair Personnel) to be assigned to the services.

H. TAB 7 –FUNCTIONALITY

In Tab 7 Provide a detailed description of the following:

1. Provide a detailed narrative of the capabilities and functionality of the proposed TOC Combustion Analyzer System, meeting the County's needs as defined in Exhibit 1.
2. Provide documentation that the system meets the laboratory methods for the accreditation requirements of the National Environmental Laboratory Accreditation Conference (NELAC).
3. Onsite demonstrations of the proposed instrument may be required as part of the offer evaluation process. If conducted, the outcomes of the equipment demonstration will be used to evaluate the suitability of the offered equipment, software and accessories.
4. At the County's request, Proposer will produce analysis of representative samples provided by the Laboratory during the demonstration.

I. TAB 8 – INSTALLATION, START-UP AND ON-GOING SUPPORT

In Tab 8, provide information regarding Offeror's approach to the provision of services and capacity to provide the required on-going support.

1. Provide a list, with written specifications for all products proposed to be used. Include supporting evidence that each meets the minimum specifications listed in Exhibit 1, Scope of Services.
2. A detailed narrative of the professional factory training on the TOC Combustion Analyzer system to be provided for County employees. Include details of how the training will be provided (e.g., on-site classroom, on-line with instructor, on-line self-paced). Provide

examples of similar training plans utilized on other projects.

3. Detail the on-going support, maintenance, and/or user group activities conducted by Offeror for users.
4. Details for the on-going updates and upgrades to the operating software, including the expected frequency and how/when notices of updates are provided to the County employees.
5. Details of the telephone service operation for the technical support team.
6. Detailed project schedule for managing the various on-going preventative maintenance tasks as well as other tasks identified in Exhibit 1, Scope of Services.
7. A narrative that clearly demonstrate Offeror's ability and willingness to meet maintenance and system support response/schedule times.
8. Offeror's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Offeror's proposed mitigation procedures for each item.
9. Provide samples of Preventive Maintenance (PM) schedule.
10. Provide detail specifications for the equipment proposed for the County's services. Visual aids such as photos may be included with the equipment descriptions.
11. Detail Offeror's accessibility under Section 508 of the Rehabilitation Act strategies and processes as follows:
 - a. Are all products/documents/software interfaces offered as part of this RFO compliant with Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2)?
 - b. If not compliant, detail Offeror's strategies and approach to meeting the accessibility compliance standards.

J. TAB 9 - FEES

Offer shall provide a full listing of all applicable fees. Fees must be submitted to provide the TOC Combustion Analyzer System and on-going services proposed by Offeror as follows:

1. Provide a full detailed itemized list of the firm fixed cost for the TOC Combustion Analyzer system in accordance with and as defined in Exhibit 1. Fees must include Instrument installation, software, start-up, ongoing system support, documentation and training by factory trained personnel.
2. Define any warranty (description, length, cost, etc.) provided
 - a. Provide and define warranty for year one (1).
 - b. Provide cost for three (3) year extended warranty to cover ongoing preventative maintenance, repair services, emergency visits, and loaner equipment if necessary.
3. Provide a firm fixed cost for hourly professional services in support of Exhibit 1 for each anticipate skillsets (e.g. project manager, engineer, software application developer, technician, etc.) Indicate the professional services hourly rate.
4. The apparent silence as to any detail, or the evident omission of a detailed description concerning the material to be furnished and work to be completed, shall be regarded as meaning that only the best general practice is to prevail and that only material and

workmanship of the best quality is to be used, and interpretation of this Fee Form shall be made upon that basis.

5. Fees must be submitted as all-inclusive to provide the TOC Combustion Analyzer System in accordance with the requirements set forth in this RFO.
6. Any related material and services not specifically listed but required for satisfactory completion of the scope of services as outlined in Exhibit 1, shall be listed in a separate form and label as "Related Material and Services" in the proposed fee form.

Equipment	Quantity	Extended Price
TOC Combustion Analyzer System		
Autosampler (capable of holding 40 ML samples)		
Stirring module (optional)		
Sulfite Scrubber		
Auto Wash Station		
Instrument Software		
External Data Acquisition device with Monitor		
Year one (1) Warranty		
Three (3) year extended Warranty		
Equipment	Total cost	
Professional Services Support		Hourly Rate
Preventative Maintenance Service		
Technician		

END EXHIBIT 2



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 _____, 20____, 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 described in this Agreement; and

WHEREAS, [this Agreement is a result of SUPPLIER's submission of a proposal/bid in response to Request for Proposal/Invitation for Bid No. XXXX and COUNTY thereafter conducted a competitive selection process OR EXPLAIN WHY THIS IS A SOLE SOURCE OR SINGLE SOURCE and submitted a proposal for a single source/sole source Agreement in accordance with the Manatee County Procurement Code.

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 WORK

SUPPLIER agrees to provide the goods 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 Work
- Exhibit B Pricing Schedule
- Exhibit C Affidavit of No Conflict
- Exhibit D Insurance Requirements

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

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 8, but not to exceed [number years for the initial term].
- 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 if all renewals exercised.

ARTICLE 4. COMPENSATION

The quoted pricing specified in **Exhibit B** shall be pricing for the goods 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 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, 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. Any dispute between COUNTY and SUPPLIER with regard to the invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 9 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 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 provided pursuant to this Agreement. SUPPLIER attests to this via an Affidavit of No Conflict, **Exhibit C**.
- C. COUNTY may require in writing that SUPPLIER remove from the provision of goods 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 goods 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 that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to deliver the supplies 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 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 work.

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 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 auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or 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 Work 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 on behalf of COUNTY, SUPPLIER shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to provide the goods.
- 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 provide the goods. 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

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 this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products delivered 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. 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 18. 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 work 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 19. 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 20. LIABILITY FOR NEGLIGENCE

To the fullest extent allowed by law, the individuals performing work 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 the work pursuant to this Agreement.

ARTICLE 21. 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 22. 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 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 23. 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 required hereunder.

ARTICLE 24. ETHICAL CONSIDERATIONS

SUPPLIER recognizes that in rendering the work 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 work. SUPPLIER shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of work rendered to COUNTY.

ARTICLE 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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].

ARTICLE 31. 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 32. 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 33. 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 34. 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 35. 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 36. AUTHORITY TO EXECUTE

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

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: _____

Printed Name: _____

Title: _____

Date: _____

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

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

Date: _____

SAMPLE

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

COMPANY

BY: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, FLORIDA

By: Its Board of County Commissioners

BY: _____

Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BY: _____

Deputy Clerk

EXHIBIT A, SCOPE OF WORK

SAMPLE

EXHIBIT B, PRICING SCHEDULE

A. FEES

<Contractor/Supplier> pricing for <type of good> shall be as shown on the following Pricing Page and shall remain firm for a minimum of <years/months> after execution of the Agreement.

B. ESCALATION/DE-ESCALATION

Any escalation or de-escalation in pricing thereafter will be based on the bureau of Labor Statistic _____ Index number _____ change in the most recent _____ month period. No more than _____ price increase is allowed in a _____ month period.

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

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

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

DATED this _____ day of _____, 20____.

CONSULTANT Signature

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

Notary Signature
Commission No. _____

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

OTHER INSURANCES

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

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

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

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

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

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

Bailee's Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable To All Policies

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

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division**

**1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
- d. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
- k. The enclosed Hold Harmless Agreement shall be signed by the SUPPLIER and shall become a part of the contract.
- l. 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.
- m. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

II. 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 Florida Statutes § 255.05, 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 Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

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 Florida Statutes § 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 Florida Statutes § 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]

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.

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.