

INVITATION TO QUOTE
No. 24-R084289RB
LANDSCAPING MAINTENANCE
PALM AIRE COMMUNITY
MARCH 25, 2024

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



**ADVERTISEMENT
INVITATION TO QUOTE No. 24-R084289RB
LANDSCAPING MAINTENANCE PALM AIRE COMMUNITY**

Manatee County, a political subdivision of the State of Florida (County), will receive Quotes from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide services, as specified in this Invitation to Quote (ITQ).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is **April 26, 2024, at 1:00 P.M. ET.** Quotes must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

There will not be an Information Conference conducted for this solicitation.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by **April 12, 2024.** Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section 8.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT:

Ryan Blackmer, Procurement Agent III
(941) 748-4501 ext. 3074, Fax (941) 749-3034
Email: ryan.blackmer@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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1.0 Background and Contact Information

The County issues this ITQ for Landscaping Maintenance Palm Aire Communities. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

1.01 Background

Manatee County (herein after in this Scope referred to as County) is a mid-size Florida County located on the southwest coast and consists of 150 miles of coastline on the Gulf of Mexico, 33 parks, 12 preserves with a population of approximately 350,000. It is the intent of this ITQ to establish an annual agreement to procure, a landscape maintenance services specific to roadways and storm water areas in the Palm Aire Community..

1.02 Contact Information

The County representative regarding this ITQ is:

- **Ryan Blackmer, Procurement Agent III**
- **ryan.blackmer@mymanatee.org**
- **(941)748-4501 ext. 3074**

2.0 Due Diligence

The County will conduct a due diligence review of all Quotes received to determine if the Bidder is responsible and responsive. To be responsive a Bidder must submit a Quote that conforms in all material respects to the requirements of this ITQ and contains all the information, fully completed attachments and forms, and other documentation required. Quotes that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Exhibit 2, Minimum Qualifications, and have the capability to perform the Scope of Work contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsible will not be considered or evaluated. Bidder must submit the information and documentation requested in Exhibit 2, Minimum Qualifications, that confirms it meets the minimum qualification requirements as stated in Exhibit 2, Minimum Qualifications.

3.0 Scope

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide services that meets the requirements of the County and as specified in Exhibit 1, Scope of Work.

4.0 ITQ Schedule

<u>Scheduled Item</u>	<u>Scheduled Date</u>
Question and Clarification Deadline	April 12, 2024
Offer Response Due Date and Time	April 26, 2024 at 1:00 P.M. ET
Projected Award	May, 2024

5.0 Quote and Submission Process

5.01 Quote

Complete the Quote Form that details all costs associated with providing services as specified herein.

5.02 Submission Process

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at ryan.blackmer@mymanatee.org or deliver to the Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205.

6.0 Term/Payment and Invoices

6.01 Term

This award is valid from the date of the issuance of Blanket Purchase Order Agreement and is valid for three (3) years from date of award with one (1) three (3) year renewal option.

6.02 Terms and Conditions

A Purchase Order will be issued to the Successful Bidder and will incorporate the Terms and Conditions of this ITQ, Successful Bidder's Quote and any subsequent information requested from the Successful Bidder by the County. Should a conflict exist between the terms and conditions of this ITQ and the Purchase Order terms and conditions, the terms and conditions in the Purchase Order shall prevail.

6.03 Payment and Invoices

Payment will be made in accordance with Florida State Statutes and with a payment schedule approved by the County and the Successful Bidder. Invoices required by this ITQ will be to the County in a manner accepted by the County and will include at a minimum the invoice date, invoice amount, date, goods provided/services performed, and purchase order number.

6.04 Taxes

All taxes of any kind and character payable for the work done and materials furnished under the Purchase Order will be paid by the Successful Bidder. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Bidder upon the tangible personal property incorporated in the work and such taxes will be paid by the Successful Bidder. County is exempt from all State sales taxes.

7.0 Quote Requirements

7.01 ITQ Process

This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this

ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase Order based to the lowest responsible, responsive Bidder. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

7.02 Rejection of Quotes

Quotes containing any omission, alterations of form, additions or conditions not requested, conditional or alternate Quotes, incomplete Quotes, will be considered irregular and may be rejected. The County reserves the right to waive any technicalities and formalities in this ITQ process or in the Quotes thereto and make the award in the best interest of the County. The County may, at its discretion, reject any or all Quotes.

7.03 Cost of Preparation

All costs associated with preparing and delivering the Quote will be borne entirely by the Bidder. The County will not compensate the Bidder for any expenses incurred by the Bidder as a result of this ITQ process.

7.04 Questions and Addenda

All questions concerning this ITQ must be submitted in writing to the Procurement Division prior to the Question Deadline as stated in the ITQ Schedule. It is the responsibility of the Bidder to verify the County received its question or inquiry concerning this ITQ. All questions and answers will be provided to each potential Bidder in the form of an addendum posted on the Procurement webpage of the County website.

7.05 Additional Information and Presentations

The County reserves the right to request additional information, if applicable, from select Bidders based on the needs of the County.

7.06 Government Entities

The County reserves the right to utilize applicable State of Florida contracts or other approved cooperative contracts for any items or services covered by this ITQ when it is in the best interest of the County.

Successful Bidder agrees to make available to all governmental agencies, authorities, departments, and municipalities the Quote prices submitted with the successful Quote should any governmental agency, authority, department, and municipality (collectively referred to as Public Entities) desire to buy under the Successful Quote.

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms,

prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

7.07 Basis of Award

Award(s) will be made to the responsive, responsible Bidder having the lowest Quote. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. When there is a discrepancy between the unit prices and any extended prices submitted by Bidder, the unit prices will prevail.

7.08 Tie Bids

Whenever the lowest Quote is submitted by two or more responsive, responsible Bidders and are equal with respect to price, quality, and/or service award of the Agreement shall be determined as follows:

- A. The Quote received from a local business, as defined below, shall be awarded the Agreement.
- B. If none or all of the equal Bidders are a local business, the award shall be determined in accordance with Florida Statute 287.07, Preference to businesses with drug-free workplace programs.
- C. If none or all of the equal Bidders have a drug-free workplace program, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

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

8.0 ITQ General Terms and Conditions

8.01 Binding Offer

A Bidder's Quote will remain valid for a period of 60 days following the Quote Deadline and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Quote will be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITQ.

8.02 Insurance Requirements

Successful Bidder must maintain the insurance limits and coverages, as identified in Section 9.0, uninterrupted or amended through the term of the Purchase Order.

In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

8.03 Public Entity Crimes

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

8.04 Drug-Free Workplace Program Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal, preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program, as detailed in Section 7.08. Bidder must complete and return Attachment E, Drug-Free Workplace Certification, with its Quote.

8.05 Convicted Vendor List

A Bidder cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes. (www.dms.myflorida.com)

8.06 Collusion

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

8.07 Public Disclosure

All documents and other materials or documents submitted by a Bidder in response to this ITQ will become the property of the County. The County is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the County are subject to public disclosure.

The Bidder specifically waives any claims against the County related to the disclosure of any materials if made under a public records request.

8.08 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained on the Procurement webpage of the County website www.mymanatee.org.

8.09 Disclosure

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

Quotes 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). No announcement or review of the Quotes shall be conducted at the public opening.

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

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

- A. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- 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 at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.

- 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 required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

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

8.10 Trade Secrets

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

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

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

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

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

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

8.11 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 Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other

party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

8.12 E-Verify

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

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

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

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

8.13 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 Purchase Order. This requirement ends upon final execution of the 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.

8.14 License and Permits

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact

fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

8.15 Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the County any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making PHI available to the customer;
- F. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- G. Making PHI available to the County for an accounting of disclosures; and
- H. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

8.16 Minority and/or Disadvantaged Business Enterprise

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

8.17 Quantities

The estimated quantities in this ITQ are provided for tabulation and evaluation purposes only. No guarantee is expressed or implied as to the quantities or dollars that will be used during the Agreement period.

8.18 ePayables

The County offers an ePayables program which allows payments to be made to suppliers via credit cards. If this payment option is selected by the successful Bidder, the Clerk will issue a unique credit card number to the successful Bidder. The card has a zero balance until payments have been authorized. After goods are delivered and/or services rendered, the successful Bidder must submit a proper invoice to the County. When the invoice payment is authorized, an email notification is sent to the successful Bidder notifying them of the amount that has been placed on the credit card for retrieval.

There is no cost by the County for participation in this program, however, there may be charges applied by the successful Bidder's credit card processing company. Bidders who are interested in this program may contact the County Clerk's Accounts Payable office.

9.0 Insurances

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

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

BOND REQUIREMENTS

Bid Bond

A Bid Bond in the amount of \$_____ or 5% 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 5% 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.

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]

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

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

the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

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

insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.

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

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

[Remainder of page intentionally left blank]

ATTACHMENTS

Bidder must complete and return all Attachments with its Quote.

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
ITQ No. 24-R084289RB**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder's information below:

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

Return this completed document with your bid.

**ATTACHMENT B, BIDDER'S SIGNATURE FORM
ITQ No. 24-R084289RB**

The undersigned represents that:

- By signing the bid, that he/she has the authority and approval of the legal entity purporting to submit the bid and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- All facts and responses set forth in the bid are true and correct;
- By submitting a bid and signing below, the Bidder agrees to all terms and conditions in this ITQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- The Bidder, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Bidder's information below:

Signature of Authorized Official/Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Company Name: _____

FEIN Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Return this completed document with your bid.

1. Bidding as:

individual partnership corporation joint venture

2. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation:

3. Has Bidder had any bankruptcy filings in the past five years? _____

4. Has Bidder been a party to any litigation in the past five years that would affect its ability to provide the goods or services required? If yes, provide summary details. If no, provide a statement to that effect.

5. Has Bidder had a contract terminated prior to the expiration in the past five years? If so, state why, when, where, and provide a contact name, address, phone number.

6. Does Bidder plan to subcontract any part of the work? If so, describe which portion(s) and to whom.

7. What major equipment does Bidder own to accomplish the work? (A listing may be attached)

Return this completed document with your bid.

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
ITQ No. R084289RB**

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

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

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement:

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee
County, the State of Florida, or any other public entity, including, but not limited to the
Government of the United States, any state, or any local government authority in the United
States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in
restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the
County's Purchasing Director, reflects negatively upon the ability of the person or entity to
conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which
is a matter of record, but has not been prosecuted for such conduct, or has made an admission
of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An
admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or
has admitted guilt to any of the crimes set forth above on behalf of such 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 amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Signature of Bidder's Authorized Official]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20 ____

By _____ who is

Personally known OR Produced identification

Type of identification] _____

Notary Public Signature: _____

My commission expires: _____

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

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

Return this completed document with your bid.

**ATTACHMENT D, INSURANCE STATEMENT
ITQ No. 24-R084289RB**

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

Bidder Name: _____ Date: _____

Signature (Authorized Official):

Printed Name/Title:

Insurance Agency:

Agent Name: _____ Agent Phone: _____

Return this completed document with your bid.

**ATTACHMENT E, DRUG-FREE WORKPLACE CERTIFICATION
ITQ No. 24-R084289RB**

**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 contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free workplace by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

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 THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

[Signature]

STATE OF FLORIDA - COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

My commission expires _____

Notary Public Signature

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

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

Return this completed document with your bid.

**ATTACHMENT F, CONFLICT OF INTEREST AFFIDAVIT
ITQ No. 24-R084289RB**

STATE OF _____

COUNTY OF _____

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

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR/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_____.

CONTRACTOR/CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____
_____, 20____, by [NAME]_____, as [TITLE] _____
_____ of [CONTRACTOR/CONSULTANT]_____.

He/She is personally known to me or has produced _____
[TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

Return this completed document with your bid.

ATTACHMENT G, AERIAL MAPS

NOTE: This Exhibit is uploaded as a separate document on the Procurement Page of the County Website with the solicitation document and available for download.

**ATTACHMENT H - FEE SCHEDULE
FIXED SCHEDULE SERVICES**

ITQ No. 24-R084289RB Landscaping Maintenance Palm Aire Community

Center Island	Location	Acres	Annual Estimate of Cuts (Full Service)	Full Service - Price Per Cut	Extended Total
M1	Whitfield @ University center median island	0.05	45		
Group 1	CENTER ISLAND - TOTAL (1 locations/2 maps)	0.05			
Road Zones	Location	Acres	Annual Estimate of Cuts (Full Service)	Full Service - Price Per Cut	Extended Total
M2	Whitfield Ave (University Pkwy to West Country Club Ln)	22.13	45		
M3	Gardens Dr (Whitfield to 200' east of Palm Lakes Ct, north side of road)	0.46	45		
M4	Country Club Way (Whitfield Ave east to dead end, north side only)	0.90	45		
M5	Palm Aire Dr (Whitfield Ave to Timberlake Dr)	0.25	45		
Group 2	ROADS - TOTAL (4 locations/24 maps)	23.74			
Median Zones	Location	Acres	Annual Estimate of Cuts (Full Service)	Full Service - Price Per Cut	Extended Total
M6	West Country Club Dr	2.30	45		
M7	Inverness Dr (2 medians)	0.14	45		
M8	Tournament Dr (Lockwood Ridge to Palm Aire Dr)	0.43	45		
M9	Palm Aire Dr (Tournament Dr to Conservatory Dr)	1.60	45		
M10	Timberlake Dr (1 median south of Palm Aire Dr)	0.10	45		
M11	Links Ct (1 median at north dead end)	1.04	45		
M12	Gardens Dr (2 medians)	0.20	45		
M13	Medalist Rd (1 median)	0.25	45		
Group 3	MEDIANS - TOTAL (8 locations/29 maps)	6.06			

**ATTACHMENT H - FEE SCHEDULE
FIXED SCHEDULE SERVICES**

ITQ No. 24-R084289RB Landscaping Maintenance Palm Aire Community

Miscellaneous Services (NOT INCLUDED IN BASIS OF AWARD)					
1	Bush Hog Mowing (non-scheduled, as needed, per acre)	per 1 acre			
2	Emergency Full-Service (non-scheduled, as needed, per acre)	per 1 acre			
3	Non-Emergency Full-Service (non-scheduled, as needed, per acre)	per 1 acre			
6	Additional Litter Control & Removal on County mowing zones	per 1 acre			

Bidder Name _____

Bidder Signature _____

ATTACHMENT I - FEE SCHEDULE - AS REQUIRED SERVICES

ITQ No. 24-R084289RB Landscaping Maintenance Palm Aire Community

The following prices and for services utilized on an "as required basis only" as authorized by the County. Section 2, Hourly Rate, will be required input. Section 3 through 7 is not required, but encouraged. As Needed Services will not be used to determine award.

1	MARK UP - All materials/goods pricing (trees, plants, sod, plugs, sprinkler materials, etc.) shall be at Contractor's discounted cost plus the Contractor's markup percentage for profit: (markup not to exceed 30% of cost); <i>Note: Original material invoice to be submitted with request for payment.</i>			____ % markup	
2	Hourly Rates - Labor				
	The work specified in this section includes the furnishing of labor and equipment billed at an hourly rate.			Unit of Measure	Unit Price
	a.	Crew Lead		Hour	\$
	b.	Crew Member		Hour	\$
	c.	Certified Arborist		Hour	\$
	d.	Dump Truck		Hour	\$
	e.	Grapple Truck		Hour	\$
	f.	Chipper		Hour	\$
	g.	ATV		Hour	\$
	h.	Bucket Truck		Hour	\$
3	Tree removal - UOM (each)				
		Removal of designated trees and/or stumps, diameter at 4 feet above ground level: All materials will be removed, properly disposed of and holes filled unless being replaced.	DIAMETER TO 12"	DIAMETER 12" TO 36 "	DIAMETER OVER 36"
	a.	Cut tree and grind stump and primary roots 6" below ground level:	\$	\$	\$
	b.	Grind stump and primary roots 6" below ground level:	\$	\$	\$
	c.	Cut and remove tree and stump:	\$	\$	\$
	d.	Cut and remove tree:	\$	\$	\$
	e.	Remove stump:	\$	\$	\$

ATTACHMENT I - FEE SCHECULE - AS REQUIRED SERVICES

ITQ No. 24-R084289RB Landscaping Maintenance Palm Aire Community

Shrub removal							
4	Removal of designated shrubs, diameter at base ground level of plant. All materials will be removed, properly disposed of and holes filled unless being replaced.				Unit of Measure	Unit Price	
	a.	Complete shrub removal:				Each	\$
Tree, shrub, plant installation							
5	Installation of designated trees, shrubs including watering and maintain them until established (not to exceed 90 days).				DIAMETER TO 3"	DIAMETER 3" TO 6"	DIAMETER OVER 6"
	a.	Labor Cost: per hour per plant				\$	\$
Mulch							
6	The Contractor to supply and install to County specifications. Minimum 2" deep				Unit of Measure	Unit Price	
	a.	Whitewash Stone, no greater than 1 1/2" diameter; for Roadways and/or medians (provide and install)				Square Foot	\$
	b.	Cypress Mulch for Roadways and/or Medians (provide and installed)				Square Foot	\$
	c.	Black Mulch; for Roadways and/or medians (provide and install)				Square Foot	\$
	d.	Red or Black Lava Rock; for Roadways and/or medians (provide and install)				Square Foot	\$
	e.	Cocoa Mulch; for Roadways and/or medians (provide and install)				Square Foot	\$
Irrigation Repair							
7	Preventive maintenance and repair of irrigation systems. Specific materials to be compensated via Item 1: Markup.				Unit of Measure	Unit Price	
	a.	Sprinkler Head Replacement				Each	\$
	b.	Sprinkler Head Maintenance				Each	\$
	c.	0-2" pipe line repair and replacement				Linear Ft	\$
	d.	Rain Sensor Replacement				Each	\$
	e.	Clock and Check Valve Maintenance				Each	\$
	f.	Clock and Check Valve Repair				Each	\$
	g.	Clock and Check Valve Replacement				Each	\$
	h.	Annual backflow inspection				Each	\$

ATTACHMENT I - FEE SCHECULE - AS REQUIRED SERVICES

ITQ No. 24-R084289RB Landscaping Maintenance Palm Aire Community

	i. Well Maintenance	Each	\$
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Bidder Name _____

Bidder Signature _____

EXHIBIT 1, SCOPE OF WORK ITQ No. 24-R084289RB

1.01 BACKGROUND INFORMATION

Manatee County (herein after in this Scope referred to as County) is a mid-size Florida County located on the southwest coast and consists of 150 miles of coastline on the Gulf of Mexico, 33 parks, 12 preserves with a population of approximately 350,000. It is the intent of this ITQ to establish an annual agreement to procure, a landscape maintenance services specific to roadways and storm water areas in the Palm Aire Community.

1.02 SCOPE OF SERVICES

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

Landscape Maintenance Program (fixed schedule services – Attachment H)

The Contractor shall furnish all labor, material, equipment, and supervision needed to maintain the landscaping in defined areas of the Palm Aire Community. The work includes, but is not limited to mowing, edging, weeding, weed eating/line whipping, aquatic vegetation control, brush trimming, shrub/ bush trimming, tree pruning and associated services. If plants die, they shall be removed. At no time shall grass, vines or brush be growing on or growing through a fence, guardrail or handrail that is County owned. This will be maintained utilizing manual, mechanical, or herbicide control. Herbicide use must be approved by the CCM (County Contract Manager or designee) and consideration to type of vegetation must be given. Trees that grow from private property will be always cut back even with the fence to ensure complete mowing of the designated area. If there is not a fence, then brush will be cut to the Right of Way (ROW) line. Herbicide application will be needed where asphalt meets a curb extending out twelve (12) inches for both medians and sidewalks.

Landscape Maintenance Program (as required services – Attachment I)

The County anticipates the potential to require these services during the life of this agreement. At this time, the number of times cannot be predicted, or which items may be required. This section is for non-regular, intermittent services including, but not limited to, tree and shrub removal, stump grinding, tree and shrub installation, mulch, irrigation repair as described below.

The County reserves the right to competitively bid non-scheduled services or use the bid pricing from the Contractor on a case-by-case basis upon evaluation of the circumstances at the time of need.

1.03 DEFINITION OF SERVICES

A) **Full-Service Event** (described as “full service” on *Attachment H*) includes the following for the Center Island and Zone Maintenance:

1. **Center Island** – Maintenance of the center island north of University on Whitfield Ave. Maintenance is provided as described below.
 - **Trash/Debris** – Trash, debris and dead drop shall be removed. Done each service event.
 - **Weed Control** – Removal of all weeds by hand. Use of herbicides may be allowed for areas where the risk to surrounding plants is minimal and can be done safely with the Contractor assuming all risk for unintended plant death. Overspray that kills desired plants may require Contractor to replace the desired plants. Done each service event.
 - **Dead Heading** – Necessary dead heading of annual flowers. Done each service event.
 - **Mulch** – Provide and install black colored mulch two (2) times per year in April and October. Mulch must be at least three (3) inches deep in bed area. Removal of organic material or dirt is allowed and may be necessary prior to installation so the mulch is level with the curb and will not fall into the street. Clean up any mulch that falls into road and blow off street when installation is completed.
 - **Annual Flower Replacement** – The replacement of annuals, four (4) times per year that are appropriate for the season of the year. There are two (2) beds on the median, one on the south end and one on the north end. The south bed, which is closest to University Pkwy, is 140 square feet. The north bed is 100 square feet. Both beds need to be completely covered with plants and between 50 and 100 plants will be needed depending on plant size.
 - **Landscaping Lighting** – Clean the low voltage landscape lighting two (2) times per year in January and June.
2. **Zone Maintenance** – Maintenance of selected areas and includes the following services:
 - **Trash/Debris** – Trash, debris and dead drop shall be removed prior to mowing.
 - **Mow** - Cutting of grass.
 - **Edging** - Trimming of grass from sidewalks, roadways (keeping the edge of asphalt exposed when without curb, shall be chemically edged), curbs and planting areas.
 - **Line whipping**- Line whipping of grass from poles, posts, signs, guardrail and other areas not able to be mowed with large mower.
 - **Weeding** - Mechanical or chemical weed control of plant beds, sidewalks, curbs out to 12” and the entire marked bike lanes.
 - **Trees** - Trimming trees and shrubs back from sidewalks and bike lanes and suckering of trees in the medians.
 - **Blow** - Removal of grass and debris (leaf debris, gravel, vehicle debris) from sidewalks, bike lanes, roadways, and driveways by sweeping or blowing.
 - **Provide Daily Work Sheet** – Contractor shall submit documentation for each day’s completed work via email to the CCM at the end of the respective workday.

B) Bush Hog: The Contractor shall bid a per acre price for bush hog mowing at various locations throughout the County. The County anticipates using this service, but the number of acres and frequency cannot be determined by the CCM.

C) Emergency and Non-Emergency Work: Both Emergency and Non-Emergency full-service event (as described in 1.03 A.2. Zone Maintenance) work are anticipated during the life of the

Contractor. The County anticipates using this service but the number of acres and frequency cannot be determined by the CCM but these categories will be for areas not determined to need regular and permanent, on-going service. The Contractor shall bid a per acre price for Emergency Full-Service Event and Non-Emergency Full-Service Event.

D) Additional Litter Control: The Contractor shall bid a per acre price for additional trash and litter pick-up and disposal. It is anticipated that the County may need the Contractor to do additional trash and dead drop pick-up throughout the MSTU area, but the number of acres and frequency cannot be determined by the CCM.

E) Surfaces, Roadways, Medians and Bike Lanes: Shall be maintained so that at no time will any build-up of debris, overgrowth of brush, weeds, grass or dirt detract from the appearance of or the safe use of these areas. In accordance with the Manatee County Land Development Code Section 2-14-68 (Version October 2020), grass clippings, vegetative material, and/or vegetative debris shall not be washed, swept, blown, or otherwise deposited into stormwater drains, ditches, drainage conveyances, surface waters, or roadways either intentionally or accidentally. The Contractor must trim trees and shrubs to always maintain a vertical clearance of 18 feet over roads and bike lanes. All bike lanes need to be blown off after all work.

F) Sidewalks: Grasses and weeds that have grown in the cracks of the sidewalk are to be sprayed or line whipped. Brush that has grown over the sidewalks shall be trimmed and limbs and debris shall be removed from each worksite by the end of the day. The Contractor must trim trees and shrubs to always maintain a vertical clearance of 10 feet over sidewalks and trimmed back away from the edge of sidewalk by 2' on all sides. All sidewalks need to be blown off after all work.

G) Authorization for Chemical Maintenance Activities

Prior to the start of any maintenance activities requiring the use of chemical agents such as herbicides, the Contractor shall obtain approval from the CCM for the type, rate of application, method of application, and areas/locations of the proposed application. All chemicals must comply with all Federal, state and local requirements. The use of herbicide with blue colorant to determine areas sprayed.

The Contractor shall use only licensed personnel as appropriate to the chemical being used to perform all chemical maintenance activities and shall submit that license with their bid submittal.

The Contractor shall be responsible for the proper cleaning of all equipment used and the disposal of all empty and partially used containers in compliance with all applicable Federal, state and local requirements.

H) ZONE MAINTENANCE REQUIREMENTS

1. Trash/Debris pick-up and removal - Shall be performed prior to each mowing. Dead drop materials, organic and inorganic items are to be picked up prior to mowing. This shall include but not limited to bottles, Styrofoam cups, aluminum cans, misc. plastic and plastic items, paper, cardboard, glass and glass items, vehicle debris. Additional litter control and removal cycles may be required at the discretion of the CCM.

2. Mowing frequency – General cut cycle is weekly from March through November and bi-monthly service December through February. Contractor shall provide mowing as instructed by the County.

3. Edging - Will be done at the time of mowing so no grass extends over the edge of the surrounding surface (roads, sidewalks and planting areas, curbs and bike lanes, edge of pavement and back of sidewalk). Chemical edging around signs, pedestals and edge of pavement shall only be permitted with the permission of the CCM.

4. Line-Whipping – Line whipping of grass from around poles, posts, signs, guardrail, trees and other areas not able to be mowed with large mowers. Chemical treatments around areas listed (above) shall be at the discretion of and with the CCM's prior approval. These treatments shall be constrained to no more than 4" to 6" from the base of the obstacle. Blue colorant is required in all herbicide applications. The misuse or overuse of chemical spraying whereas to create large areas of dead turf will not be allowed. At such times, the use of chemical maintenance activities may be suspended or revoked. When areas are too wet to safely mow without damaging turf, then line-whipping of entire ditch, swale or areas will be required.

5. Weeding – Removal of all weeds from plant beds, landscaped beds, sidewalks and curbs by hand or a non-selective post/pre-emergent herbicide shall be used. In planted flower beds, hand weeding will be required. Use of herbicides may be allowed for areas where the risk to surrounding plants is minimal and can be done safely with the Contractor assuming all risk for unintended plant death. Overspray that kills desired plants may require Contractor to replace the desired plants.

6. Tree and Shrub Maintenance - Mechanical

a) Palm trees - Shall be pruned to within four (4) inches of frond boot, removal of all dead fronds, twice per year during the months of March and September to maintain the health and appearance of the tree. Generally, palm fronds are to be cut at the 9:00 and 3:00 positions. Recommend following ANSI A300 standards when possible.

b) Other trees (hardwood and coniferous) – Pruned/Cleaning of dead branches once per year and as needed to maintain the health and appearance of the trees as per ANSI 300 standards. Pruning of occasional limbs may be necessary.

c) Shrubs – Trimmed once at the beginning of every month to maintain health, appearance and growth of the plant. Trimming will take into consideration special growing characteristics of the plant, such as pruning after flowering.

d) General tree trimming - The Contractor shall remove all sprouting limbs (suckers) from trees and shrubs that appear randomly during the year. The Contractor will also remove any brush growing on or over the sidewalks and any random plants that were not originally in the design of the projects. Invasive brush and trees shall be removed.

Note – The Contractor must maintain a vertical clearance of 10 feet over sidewalks and 18 feet over bike lanes and roadways at all times. Trimming is required as frequently as necessary to ensure the clearances at all times. Failure to maintain to County standard will result in the notification of non-compliance and be subject to 1.04 Liquidated Damages.

7. Blowing - The Contractor shall blow off all sidewalks and roadways after any service event and tree/brush trimming. Bike lanes are to be blown or swept free of debris after each service event.

8. Irrigation System - Palm Aire Community Liaison shall be the responsible party to check and inspect the irrigation system. The Palm Aire Community Liaison may coordinate with the Contractor to be present at the time of inspection. Irrigation damage reported to the County or identified by CCM within five (5) calendar days of last Contractor activity at site shall be the responsibility of the Contractor. Damage caused by the Contractor shall be repaired in a manner acceptable to the County and the Palm Aire Community Liaison and at the expense of the Contractor.

I) Turf Maintenance – Chemical Weed Control – Any chemical application will require prior approval from the CCM. All medians with grasses growing up through the concrete or pavement, sidewalks, curb and bike lanes shall be maintained weed free. Hand weeding or a non-selective post/pre-emergent herbicide must be used at each service event to keep beds clear and clean and to keep unwanted weeds out of plant beds. Colorant is required to let CCM know what it is being sprayed and that coverage is complete. Striping on the edge of the road or edge of asphalt will need to be always exposed. Spraying of ditches and swales shall be done with an aquatic herbicide approved by the CCM as needed to eliminate any unwanted visible growth in the areas that retain water. Spraying shall be accomplished when there is growth beyond normal in the bottom of ditches and swales.

J) Maps

Color aerial maps of all site locations are included in this bid document outlining the areas to be maintained for each location. If any interested Contractor is unable to print in color, or if the clarity is not clear, Contractor shall contact the Procurement Operations Division at 941-749-3014.

K) Definitions

1. Roadsides – The area from County roadsides which are from back of curb or edge of pavement to walls, berms, hedgerows, or major natural preserves providing physical separation of subdivisions or private property from the roadway. This includes fence lines, sidewalks, guardrails, etc. All County assets should be clear and visible.

2. Median – Single and multiple sectioned areas containing grass, tree, shrub, and/or ground cover within a county roadway. Including all concrete medians, dividers, and traffic separators.

3. ROW, Edge of Pavement or Back of Curb – The use of the term “Full ROW”, “Edge of Pavement”, and or “Back of Curb” in a location’s description shall mean both sides of the Right of Way and all medians and bike lanes in between.

4. Full-Service Event – Includes all specified tasks/work. No “Event” shall ever be declared complete unless all activities and requirements for each service cycle has been completed.

L) Changes to the service areas

The County and the Palm Aire Community are currently working on a landscape improvement plan. It is anticipated that this plan is implemented over the next one to three years and acreage and/or maintenance needs associated with this agreement may change. The CCM will notify the Contractor in writing of their intentions to make changes to the area or maintenance needs and request of the County Purchasing Division a Blanket Purchase Order Change Order to reflect the alterations.

M) Landscape Maintenance Program – As Required – Attachment I

1. Mark-up: All materials/goods prices shall be at Contractor’s discounted cost plus the Contractor’s mark-up percentage for profit, not to exceed 30% of cost. The Contractor’s original invoice showing the purchase of the materials must be included with the Contractor’s request for payment.

2. Hourly Rates: This section shall be billed as an hourly rate for equipment and manpower needed to perform arboricultural related services. Arboriculture includes but is not limited to the propagating, transplanting, pruning, applying fertilizer, spraying to control insects and diseases, cabling and bracing, treating cavities, identifying plants, diagnosing, and treating tree damage and ailments, removal of damaged trees, branches or debris and arranging plants for the ornamental values.

3. Tree Removal: This section is for the removal of trees and or stumps. Tree diameter will be determined in full inches at four and one-half (4- 1/2) feet above ground level. All tree debris will be picked up and area blown off and entire area cleaned prior to departing site. All debris will be properly disposed of. Stump grinding is defined as the base of a tree trunk and its primary roots removed by a machine that cuts the wood into very small pieces (chips). Stump grinding is done to a depth of six (6) inches below surrounding grade. All chips are to be removed and the hole backfilled with clean dirt.

4. Shrub Removal: This section is for the removal of shrubs including the removal of the root ball. Hole will be filled in with clean dirt after removal.

5. Tree, shrub installation: This section is for the installation of trees and shrubs. They are to be watered and maintained until established but not to exceed 90 days.

6. Mulch: This section is to supply and install the specified mulch or stone at the direction of the County. Minimum of 2” deep.

- 7. Irrigation Repair:** The repair and maintenance of designated irrigation systems and auxiliary components.

1.04 LIQUIDATED DAMAGES

When the Contractor fails to perform the services required in this ITQ, the County will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, the Contractor shall agree to the following liquidated damages:

If the Contractor fails to perform under the terms of the ITQ, the County will incur damage. After every mowing cycle, if the Contractor fails to complete the contracted areas, the Contractor will be notified by telephone or electronic mail by the CCM immediately after inspection. Proof of areas not completed will be provided by the CCM to the Contractor by the end of the inspection day and will include a time and date stamp. If the performance failure is not corrected to the satisfaction of the County within 24 hours of notification, the County will incur damages; and liquidated damages of **\$100** per occurrence and every 24 hours will be deducted from payments due the Contractor.

1.05 DAMAGE MITIGATION

In the event the Contractor damages the turf, plants, curbs, irrigation or pavement, the Contractor shall be responsible for the repair/or replacement thereof at no cost to the County. This also includes, but is not limited to sign structures, appurtenances, and trees. Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

1.06 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the awarded Contractor(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the workplace.

1.07 REGULATIONS

It shall be the responsibility of the Contractor to assure compliance with any OSHA, EPA and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

All on-site technicians, supervisors and managers of professional landscape companies shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Land Development Code Section 2-14-60 through Section 2-14-73 (version October 2020).

1.08 ACCESSIBILITY/ELECTRONIC REPORTING

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

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

1.09 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect all property from loss arising in connection with the agreement. The Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations.

The Contractor shall at all times so conduct their work as to assure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property, satisfactory to the County. No road or street shall be closed to the public, except with the permission of the County. Fire hydrants on or adjacent to the work shall be kept accessible at all times. All maintenance will be done with the flow of traffic and at no time will working against traffic be acceptable.

Ensure all staff are dressed in a uniform (shirts, pants) that identifies Contractor and outfitted with shoes appropriate to the type of services performed. Ensure Contractor's name is visibly identified on all vehicles and trailers used in the performance of Work.

1.10 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to this agreement. This is an agreement with Manatee County, by and through its Board of County Commissioners, which can only be amended by the Board of County Commissioners. Within the term of this Agreement, the County's Contract Manager shall have the authority specifically delegated to him as well as the authority to transmit instructions, receive information, interpret, and define the policy of the County and make decisions pertinent to services covered by this Agreement. The County's Contract Manager shall have the right, from time to time, to designate such other employees of Manatee County as he desires to serve in his absence and may delegate to such other all or part of the authority delegated to him herein. The County reserves the right to designate a different CCM, provided that the Contractor is given written notice thereof.

The CCM shall be assisted by a Palm Aire Community liaison on all matters regarding the Work. The Palm Aire Community (PAC) liaison shall present recommendations for additional non-scheduled maintenance and improvements within the area covered by the Agreement, using available Municipal Service Taxing Unit (MSTU) funding.

The CCM shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of the work under this Agreement. The CCM shall give careful and reasonable consideration to the findings and recommendations of the Contractor and to respond in a timely manner so as not to unduly delay the Contractor's work.

1.11 SUPERVISION

The Contractor shall always have a competent crew supervisor available while work is being performed who is able to read, write and speak English. This person shall also be able to effectively communicate/translate to the crews the County's needs and expectations and respond to or resolve all related issues. All Contractor contacts for this agreement shall be available by telephone or cellular telephone.

1.12 SUB-CONTRACTORS

The successful Contractor shall directly interface with other Contractors who do work or influence areas to be maintained, such as Manatee County Public Works, Frontier groundwork, FP&L ground and tree work, and other landscaping and irrigation maintenance contractors.

1.13 SITE INSPECTION

To submit a complete bid, Contractor shall examine the sites and fully acquaint themselves with all existing conditions of the work to be done in order to familiarize themselves with all precautions to be taken to avoid injury to persons and property. The Contractor shall determine, by site investigation, any necessary work not specifically called for, but necessary to satisfactorily complete the work. The Contractor's signature on the Bid Form will attest that the above investigation has been completed.

1.14 WORKING HOURS

All work shall be performed during regular working hours, 7:00 a.m. until dusk, Monday through Friday. Saturday and Sunday work may be accomplished, upon prior approval from the CCM, if weather conditions prevent the work from being completed during regular working hours. Overtime is NOT permitted, and overtime charges shall not be included in the Bid Price.

Non-scheduled (emergency and non-emergency) maintenance, depending upon the circumstances, may require work to be performed during the week at non-regular working hours or weekends as may be requested by the County.

Each day's completed work will be sent via email to the CCM for inspection. This ensures compliance and the opportunity to correct any issues before the next scheduled mowing cycle.

1.15 WORK AUTHORIZATION

Each month's work shall be completed in accordance with the schedule provided to the Contractor.

Emergency: Work authorization for non-scheduled maintenance for emergency work shall be initiated with a verbal contact (followed by written documentation – email and/or release order) by the CCM concerning maintenance requiring immediate clean-up, such as, but not limited to wind damage, rain damage, or debris from storm damage, in order to prevent any inconvenience or hazardous conditions to the general public. Work will be initiated within four (4) business days after Contractor is notified of Emergency work.

Non-Emergency: Work authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice (email and/or release order) from the CCM. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the

service, and schedule for final performance inspection. Work will be initiated within ten (10) business days after Contractor is notified of non-Emergency work.

1.16 INVOICES AND TIME OF PAYMENT

- A) Subject to the provisions of an Agreement, the County shall pay Contractor for the services specified at a rate of compensation according to the deliverable payment schedule stated in **Attachment H and Attachment I**
- B) Contractor shall submit an itemized invoice for payment upon completion of entire route or area awarded.
- C) County CCM shall review/approve all invoices prior to payment.
- D) County is bound by Florida State Statute 218.74 setting our payment terms at Net 45. The County must make payment via invoice after the item / service has been delivered and accepted.
- E) County shall have the right to retain from any payment due Contractor under this Agreement, an amount sufficient to satisfy any liquidated damages due the County by Contractor on any other Agreement between Contractor and County.
- F) All costs of providing the services shall be the responsibility of Contractor, with the exception of reimbursement by County for costs deemed reimbursable.
- G) Any dispute between County and Contractor with regard to the percentage of the Work that has been completed or Contractor's invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code.

1.17 BLANKET PURCHASE ORDERS

Blanket Purchase Order(s) shall be issued as a result of this ITQ. For each service segment (month, quarter, or year) a Release Order will be issued carrying the funds for that service segment. A Blanket Purchase Order Number, when accompanied by a valid Release Order Number provided by an authorized County department, will authorize purchases.

Each invoice must indicate the Blanket Purchase Order Number followed by a valid Release Order Number and itemized with zone location ID. The Contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the CCM or designee.

END EXHIBIT 1

**EXHIBIT 2, MINIMUM QUALIFICATIONS
ITQ No. 24-R084289RB**

Bidders must submit the information and documentation requested that confirms Bidder 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. Bidder must possess a current, valid Green Industries Best Management Practices certificate issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Provide a copy of Bidder's Green Industries Best Management Practices certificate issued by the Florida Department of Agriculture and Consumer Services (FDACS).

3. Bidder must, at a minimum, employ at least one individual who has an Intermediate Temporary Traffic Control (ITTC) or higher certificate from a Department of Transportation approved training facility.

Provide a copy of qualified individual's Maintenance of Traffic (ITTC) Intermediate Certificate or better from valid course provider.

4. Bidder must possess a current valid Applicators license issued by the Florida Department of Agriculture.

Provide a copy of valid Applicator's license with the appropriate endorsements issued by the Florida Department of Agriculture.

5. The Bidder has provided full-time landscaping services, within a 100-mile radius of Manatee County for at least three (3) clients since March 1, 2021.

Provide the following information for the three (3) 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) Component of services

6. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

No documentation is required. The County will verify.

7. Bidder is not on the Federal Excluded Parties (Convicted Vendor) List

No documentation is required. The County will verify.

8. Bidder is not on the FDOT Contractor Suspension List

No documentation is required. The County will verify.

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

Bidder 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.

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

If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, check the box:

NO

11. Provide a list of major equipment and maintenance schedule of capital equipment to accomplish these services.

Include a detailed equipment list, maintenance schedule and pictures as part of your IFB.

END EXHIBIT 2

1. **PURCHASE ORDER AND PART NUMBER.** Manatee County's (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.
2. **PRICE.** This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
3. **INSPECTION.** All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
4. **ENTIRE CONTRACT.** The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
5. **ACCEPTANCE.** Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
6. **DELIVERY.** Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
7. **PACKING AND SHIPPING.** All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
8. **CHANGES AND CANCELLATION.** Buyer may at any time by written order make changes in the materials or work ordered, including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by Manatee County's Purchasing Division.
9. **WARRANTY.** In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
10. **WARRANTY — PRICE.** Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
11. **PATENTS AND DESIGN RIGHTS.** Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
12. **INDEMNIFICATION.** Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
13. **COMPLIANCE WITH LAWS AND REGULATIONS.** Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order. (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
14. **OCCUPATIONAL SAFETY AND HEALTH.** Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
15. **MISCELLANEOUS.** This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.