

REQUEST FOR PROPOSALS
No. 22-R078167BLS
ROADWAY MOWING
AND ANCILLARY SERVICES
JANUARY 27, 2022

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



**ADVERTISEMENT
REQUEST FOR PROPOSALS No. 22-R078167BLS
ROADWAY MOWING AND ANCILLARY SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Roadway Mowing and Ancillary Services, as specified in this Request for Proposals.

DATE, TIME AND PLACE DUE

The Due Date and Time for submission of Proposals in response to this RFP is **February 28, 2022 at 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE

There is no Solicitation Information Conference for this Request for Proposal.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is February 16, 2022 at 3:00 PM ET. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Bonnie Sietman, Services – Team Leader

(941) 749-3046, Fax (941) 749-3034

Email: bonnie.sietman@mymanatee.org

Manatee County Financial Management Department

Procurement Division

AUTHORIZED FOR RELEASE:

TABLE OF CONTENTS

Section		Page
A	Instructions to Proposers	4
B	Evaluation of Proposals	18
C	Negotiation of the Agreement	20
Forms (to be executed and returned with the Proposal)		
Form 1	Acknowledgement of Addenda	21
Form 2	Proposal Signature Form	22
Form 3	Public Contracting and Environmental Crimes Certification	23
Form 4	Conflict of Interest Disclosure Form	25
Form 5	Non-Collusion Affidavit	26
Form 6	Truth-in Negotiation Certificate	27
Form 7	Scrutinized Company Certification	28
Form 8	Insurance Statement Form	36
Form 9	Indemnity and Hold Harmless	37
Exhibits		
Exhibit 1	Scope of Services	
Exhibit 2	Proposal Response Requirements	
Exhibit 3	Fee Schedule – Fixed Schedule Services	
Exhibit 4	Fee Schedule – As Required Services	
Exhibit 5	Sample Agreement	
Exhibit 6	Manatee County Code of Ordinances, Chapter 2-14	
Exhibit 7	Florida Grades and Standards for Nursery Plants 2015	
Attachments		
Attachment A	Maps – East Zone	
Attachment B	Maps – North Zone	
Attachment C	Maps – West Zone	

SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 INFORMATION CONFERENCE

There is no Solicitation Information Conference for this Request for Proposal.

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **February 28, 2022 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

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

A.03 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time.

Manatee County will make public the names of the business entities which submitted a proposal and city and state in which they reside at the opening. No review or analysis of the proposals will be conducted at the virtual proposal opening.

A.04 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

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

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office® or Adobe

Acrobat® portable document format (PDF) **in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file.** Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the ORIGINAL.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 22-R078167BLS, Roadway Mowing and Ancillary Services, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

A.05 ORGANIZATION OF PROPOSALS

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

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

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

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

At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

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

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

A.07 ADDENDA

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

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

A.08 PROPOSAL EXPENSES

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

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFP.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum

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

A.10 FALSE OR MISLEADING STATEMENTS

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

A.11 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

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

A.12 JOINT VENTURES

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

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a

proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.10.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

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

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial

statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

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

A.19 TAXES

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

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

A.20 SCRUTINIZED COMPANIES

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

A.21 COLLUSION

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

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

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

A.22 CODE OF ETHICS

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

A.23 PUBLIC ENTITY CRIMES

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

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

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form 3 and submit with its Proposal.

A.24 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including

one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY

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

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.27 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become “Public Records” and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals 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 proposals shall be conducted at the public opening.

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

Pursuant to Florida Statute 119.0701, to the extent successful Proposer is performing services on behalf of County, successful Proposer 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. Proposer 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 Proposer 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 Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer 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 PROPOSER 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:

PHONE: (941) 742-5845

EMAIL: DEBBIE.SCACCIANOCE@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.28 TRADE SECRETS

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

are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

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 Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer 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 Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.

Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

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

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

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

A.29 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 Proposer 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 Proposer receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

A.30 E-VERIFY

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

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

A.31 LICENSES AND PERMITS

The successful Proposer 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 Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.32 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 Proposer 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 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 Proposer 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.

A.33 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the

required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation.

A.34 PROTEST

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

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

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

A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

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

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

A.36 SOLICITATION SCHEDULE

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

Scheduled Item	Scheduled Date
Information Conference	There is no Solicitation Information Conference for this Request for Proposal.
Question and Clarification Deadline	February 16, 2022 at 3:00 PM ET
Final Addendum Posted - tentative	February 21, 2022
Proposal Due Date and Time	February 28, 2022 at 3:00 PM ET
First Technical Evaluation Meeting	March 8, 2022; 1:30-4:00 PM ET
Second Technical Evaluation Meeting	March 10, 2022; 1:30-4:00 PM ET
Interviews/Demonstrations/Presentations (if conducted)	March 16, 2022; 1:30-4:00 PM ET
Final Technical Evaluations	March 17, 2022; 1:30-3:00 PM ET
Projected Award	March 2022

END SECTION A

SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the proposals for each of the evaluation criteria.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Score
Proposer & Team's Experience	40
Capacity	40
Approach	20

B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

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

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers shall make arrangements

to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

B.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and scoring. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-score the Proposers.

B.05 SCORING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list Proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend commencement of negotiations to the Procurement Official,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

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

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

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

C.04 AGREEMENT

The successful Proposer(s) will be required to enter into an agreement. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms. The initial term of the Agreement shall be for two (2) years, **with firm pricing**, with the option to renew for two (2) additional two (2)-year renewals, not-to-exceed six years.

C.05 AWARD

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

Award of an agreement is subject to the approval of either the Procurement Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

END SECTION C

FORM 1 - ACKNOWLEDGMENT OF ADDENDA
RFP No. 22-R078167BLS

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer's information below:

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

Return this fully executed form with your Proposal.

FORM 2 - PROPOSAL SIGNATURE FORM
RFP No. 22-R078167BLS

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFP; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFP as Exhibit 5. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer's information below:

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

Return this fully executed form with your Proposal.

**FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
RFP No. 22-R078167BLS**

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

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, the undersigned, 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 Proposers or prospective Proposers 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, as determined by the County, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

(5) where an officer, official, agent or employee of a business entity has been convicted of, or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she 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 Contractor Representative

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____
_____. Personally known OR Produced the following
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 fully executed form with your Proposal.

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM
RFP No. 22-R078167BLS

The award of an agreement resulting from this RFP is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

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

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

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFP.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged and attested to by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Return this fully executed form with your Proposal.

**FORM 5 - NON-COLLUSION AFFIDAVIT
RFP No. 22-R078167BLS**

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by _____, who is personally known to me OR has produced _____ as identification.

Notary Signature _____

Notary Name: _____

Notary Public (State): _____

My Commission No: _____

Expires on: _____

SEAL

Return this fully executed form with your Proposal.

FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE
RFP No. 22-R078167BLS

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner))

Name: _____

Title: _____

Date: _____

Signature: _____

Return this fully executed form with your Proposal.

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION
RFP No. 22-R078167BLS

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

I, _____, as a representative of _____
_____ certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

Return this fully executed form with your Proposal.

FORM 8, INSURANCE REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests’ provisions.

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

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

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

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

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

- Worker's Compensation Insurance
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

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

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

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

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

Hazardous Waste Transportation Insurance

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

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 Successful Proposer’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

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable to All Policies

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

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

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer'S obligation to provide and maintain the insurance coverage specified.
11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

FORM 8, INSURANCE STATEMENT
RFP No. 22-R078167BLS

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

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed
Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this fully executed form with your Proposal.

**FORM 9, INDEMNITY AND HOLD HARMLESS
RFP No. 22-R078167BLS**

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

The Successful Proposer shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Successful Proposer's expense.

Signature of Authorized Official of Proposer: _____

Title: Date: _____

Project Number and /or Name: _____

Insurance Agent: _____

Acknowledgement:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____ [FULL LEGAL NAME],
who is

Personally known to me

OR

has produced _____ as identification.

Notary Signature _____

Print Name _____

Seal

Return this fully executed form with your Proposal.

EXHIBIT 1, SCOPE OF WORK
RFP No. 22-R078167BLS

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.

The annual spend budget is approximately \$600,000.00.

1.02 SCOPE

Successful Proposer shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide roadway moving and ancillary services that will meet the requirements of the Agreement.

Landscape Maintenance Program (in accordance with Exhibit 3)

The landscape maintenance program is to be engaged in the areas designated in the specifications (roadside, medians, roads, etc.) and graphically presented on the attached maps (see separate Attachments A, B and C).

The Proposer shall furnish all labor, material, equipment, and supervision needed to maintain the landscaping and irrigation along various Manatee County roadways. The work includes, but is not limited to, mowing, edging, weeding, bush trimming, weed eating/ line whipping, brush trimming and tree pruning, use of herbicide with blue colorant. It shall be the responsibility of the Proposer to verify the type of mowing to be accomplished under these specifications. If plants die, they shall be removed. Replacements will be the County's responsibility unless the death was caused by the Proposer. 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 cut back even with the fence at all times 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.

Proposer shall provide a separate crew for each zone (East, West or North) or demonstrate sufficient resources to manage the workload under any circumstances (i.e., lost days due to rain). Time is of the essence and CCM requires the Proposer to complete the cycle each month.

Landscape Maintenance Program (in accordance with Exhibit 4)

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. This section is for non-regular, intermittent services including, but not limited to, tree and shrub removal or

trimming, tree and shrub installation, hydroseeding and sodding, mulch installation, athletic field turf maintenance, installation of pavers used for landscaping, fence and gate removal and installation, trash removal, excavation, fill dirt and top soil, erosion control, ditch and canal maintenance, grade road shoulders, concrete demolition and installation, asphalt paving and crack filling, shell and road base installation. Items described below.

Non-scheduled maintenance (additional services not specified herein) is anticipated but the frequency of need cannot be determined at this time. Proposers are to provide pricing for non-scheduled, i.e., emergency and non-emergency services, under the same conditions as stated above per the unit prices bid.

Non-Scheduled maintenance: An approved Non-Scheduled notice shall be submitted with an invoice to initiate payment request in accordance with above.

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

1.03 DEFINITION OF SERVICES

ROW MOWING – Reference: Fee’s – Fixed Services - Exhibit 3

A) Full-Service Event (described as a “full service” on the Bid Form) for each roadway:

- Trash/Debris - Trash and debris 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) and curbs.
- 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 from sidewalks, roadways, and driveways by sweeping or blowing.
- Provide Daily Work Sheet – Proposer shall submit documentation for each day’s completed work via email to the CCM at the end of the respective workday.

B) Partial - Service Event

(Described as a “partial service” on the Bid Form) shall include the following services:

- Trash/Debris - Trash and debris shall be picked up.
- 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 debris (leaf debris, gravel, vehicle debris) from sidewalks, bike lanes, and driveways by sweeping or blowing.

- Provide Daily Work Sheet – Proposer shall submit documentation for each day’s completed work via email to the CCM at the end of the respective workday.

C) Bush Hog: The Proposer 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.

D) Emergency and Non-Emergency Work: Both Emergency and Non-Emergency work are anticipated during the life of the Proposer. 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 Proposer shall bid a per acre price for Emergency Full-Service Event, Emergency Partial Service Event, Non-Emergency Full-Service Event and Non-Emergency Partial Service Event.

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 Proposer must trim trees and shrubs to maintain a vertical clearance of 14/16 feet over roads and bike lanes at all times. 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, limbs and debris shall be removed from each worksite by the end of the day. The Proposer must trim trees and shrubs to maintain a vertical clearance of 10/12 feet over sidewalks at all times. 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 Proposer 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 Proposer 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 Proposer 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) Turf Maintenance – Mechanical

- a) **Mowing frequency** – General cut cycle is one time per calendar month. However, depending on seasonal weather conditions, areas listed may be restricted to no cuts for the month or may require multiple cuts in a given calendar month. Proposer shall provide mowing as instructed by the County.

- b) **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 previous 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 6" to 8" 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 that have standing water will be required.

- c) **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.

- d) **Brush/tree trimming** – Proposer is required to trim trees and brush to maintain an 18' vertical clearance over bike lanes and 10' vertical clearance over sidewalks. At no time shall brush/trees be growing horizontally out over the sidewalk.

- e) **Litter control and removal** - Shall be performed prior to each mowing. The Proposer shall blow off all sidewalks and roadways after each mowing and tree/brush trimming. Additional litter control and removal cycles may be required at the discretion of the CCM.

- f) **Irrigation System** - Irrigation damage reported to the County or identified by CCM within seven (7) calendar days of last Proposer activity at site shall be the responsibility of the Proposer. Damage caused by the Proposer shall be repaired in a manner acceptable to the County and at the expense of the Proposer.

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 may 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 exposed at all times.

J) Tree and Shrub Maintenance - Mechanical

a) Palm trees - Shall be pruned twice per year during the months of May and November to maintain the health and appearance of the tree. Palm fronds are to be cut at the 9:00 and 3:00 positions.

b) General tree trimming - The Proposer shall remove all sprouting limbs (suckers) from trees and shrubs that appear randomly during the year. The Proposer 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 from all medians.

c) Note – The Proposer must maintain a vertical clearance of 10 feet over sidewalks and 18 feet over bike lanes at all times. Trimming is required as frequently as necessary to ensure the clearances at all times. Failure to maintain this requirement will result in the notification of non-compliance and be subject to B 03 Liquidated Damages.

K) 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 Proposer is unable to print in color, or if the clarity is not clear, Proposal shall contact the Procurement Operations Division at 941-749-3014.

L) DEFINITIONS

a) 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.

b) 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.

c) 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.

d) 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 (Exhibit 3 only).

e) Partial-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 (Exhibit 3 only).

M) CHANGES TO THE ROADWAYS

The County anticipates the need to add roads, and possibly remove roads, from service during the life of the agreement. This will be handled by using the Unit Price per Cut as listed on the Bid Form for a road in closest proximity to the road being added or removed. The Unit Price per Cut will be divided by the acres of the road listed on the Bid Form to determine a price per acre. This price per acre will be used to add the new roadway to (or remove the deleted roadway from) the Proposer's service requirement and invoicing. The CCM will notify the Proposer in writing of their intention to change the roads being serviced and request of the County Purchasing Division a Blanket Purchase Order Change Order to reflect the alterations.

N) ARBORICULTURAL SERVICES INTERMITTENT MAINTENANCE LANDSCAPE SECTION, HARDSCAPE SECTION and SPECIALIZED SERVICES – Reference: Fee's – As Required - Exhibit 4

- a) **Mark-up:** All materials/goods prices shall be at Contractor's discounted cost plus the Proposer's mark-up percentage for profit, not to exceed 30% of cost. The Proposer's original invoice showing the purchase of the materials must be included with the Proposer's request for payment.
- b) **Hourly Rates:** This section shall be billed as an hourly rate for equipment and manpower needed to perform arboricultural related services. Arboriculture includes 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 and arranging plants for the ornamental values.
- c) **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 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). Sump 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.
- d) **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.
- e) **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.
- f) **Tree & Plant Pricing:** This section is to provide and deliver to site designated by the County the specific plants and trees listed whether installed by Proposer or County.
- g) **Watering:** This section is to provide watering services to any areas directed by the County and when not already included in other services.

- h) Fertilization:** The application of fertilizers to as directed by the County which helps establish and maintain healthy, viable plants, trees, shrubs, and turf. Must adhere to Manatee County Fertilizer Ordinance 11-21, (referenced - Exhibit 6).
- i) Fire Ant Control:** The chemical treatment of individual fire ant mounds or area treatment for fire ants. Fire ant mounds will be leveled to existing grade after ants are labor dead to eliminate the trip hazards. Generally, these treatments will be in park and playground settings that are frequented by visitors.
- j) Hydroseeding:** This will include all labor, materials and equipment needed to hydroseed shoulders, ditches, slopes or other designated areas. This includes all seed, fertilizer, mulch and water required for the slurry mix. Work will include the final preparation of the ground for seeding. Seed allowed to be used are Pensacola Bahia and Bermuda. During dry times of year, additional watering's to establish grasses may be needed and will be directed by the County. If needed, these watering's will be paid based on section 7 above.
- k) Sodding:** The work in this section includes establishing a stand of grass within the specified areas, by furnishing and placing sod, and rolling, fertilizing, watering, and maintaining the sodded areas to ensure a healthy stand of grass.
- l) Preparation of Ground:** Scarify or loosen the areas requiring sod to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.
- m) Placing Sod:** Place sod immediately after ground preparation. Do not use sod which has been cut for more than 72 hours. Stack all sod that is not planted within 24 hours after cutting and maintain proper moist condition. Do not sod when weather and soil conditions are unsuitable for proper results. Pre-wet the area prior to placing sod. Do not place sod on eroded or washed-out sites. Place the sod on the prepared surface, with edges in close contact, and embed it firmly and smoothly by light tamping with appropriate tools.

Place the sod to the edge of all the paving and shrub areas and 1 inch below adjoining pavement with an even surface and edge. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge. Roll using a lightweight turf roller. Provide a true and even surface without any displacement of the sod or deformation. Where sodding in drainage ditches, stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a featheredge effect. Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, at intervals approved by the Engineer. Remove any sod as directed by the County.

Thoroughly water the sod immediately after placing. Do not water in excess of 1 inch per week for establishment.

- n) **Mulch:** This section is to supply and install the specified mulch or stone at the direction of the County.
- o) **Tree Maintenance:** Trim all trees growing in the County right of way or property, including trees on private property of which branches, or limbs are growing over the County right of way or property. No matter the source, the material growing too low over the right of way or sidewalk shall be trimmed as follows:
 - (a) Proposer shall trim trees at least to the minimum vertical clearance height over roadways of 18 feet.
 - (b) Proposer shall trim trees to the minimum vertical clearance height over sidewalks of 10 feet.
 - (c) Horizontal clearance shall be flush and even with the back (residential) side of the sidewalk when a sidewalk is present or to the back of the curb if no sidewalk is present.
 - (d) Incidental Line clearing may be needed to meet the above requirements.

Palm Pruning: Pruning of palms shall include removal of brown and/or yellow fronds, broken fronds, and inflorescence. NOTE: THE PROPOSER SHALL NOT REMOVE HEALTHY GREEN FRONDS, unless at the direction of the County. The finished result shall be a full head of green fronds in a rounded shape.

- p) **Road Edging and Blowing:** This section is to provide road edging services along uncurbed Manatee County roadways. Edging to be completed with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weed trimmers are not to be used in edging. Pricing will be based on lengths greater and less than a mile.
- q) **Landscape Edging:** This section provides edging of bedlines and hardlines. Edging to be completed with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines and turf and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weed trimmers are not to be used in edging.
- r) **Monofilament Trim:** Use of weed trimmers or similar machine to trim grass and weeds that cannot be mowed with large machinery. Trimming of grasses and/or other vegetation along lake/pond edges up to water's edge and areas up to pathways or structures to the same height as surrounding mowed areas.
- s), t), u) **Mowing:** The mowing of improved and unimproved developed and undeveloped lots. Pricing based on size and height of grass.
- v) **Turf Services:** Specialized athletic field turf services.

w) Irrigation Repair: The repair and maintenance of designated irrigation systems and auxiliary components.

x) Pavers (Ornamental Brick & Stone): This section is for the removal and proper disposal of pavers. Preparing the site for installation of pavers including appropriate base material, leveling and compacting. Installation of brick or stone pavers either provided to Proposer or compensated to the Proposer via item 1 mark-up.

y) Fence Removal & Disposal: This section is for the removal of existing fence. Proposer will provide labor and equipment required to remove and properly dispose of the fence. Fence post holes will be filled in with dirt after removal.

z) Fence Repair and Installation: Includes furnishing all labor, materials, equipment and such miscellaneous items as necessary for complete installation or repair of chain link fence systems and Cypress Wood fencing to be installed according to manufacturer's specifications, unless otherwise specified. Spec FDOT 550 (2020)

aa) Gates (Chain Link): Includes furnishing all labor, materials, equipment, and such miscellaneous items as necessary for complete installation of gate systems; gates to be installed according to manufacturer's specifications, unless otherwise specified.

bb) Trash Removal: The work specified in this section is for the removal of debris which is stored externally, exposed to the elements and is not otherwise enclosed by a roof and four walls. This definition includes, but is not limited to, the following: tires, e-scrap (e.g., televisions, computers), indoor furniture; discarded household items; inoperative or discarded machinery, automotive parts or appliances; refuse, rubbish, trash or junk; and used, scrap or discarded lumber, pipe, steel, plumbing fixtures, insulation or other building materials.

cc) Curb Stops: The work specified in this section includes furnishing and installation of concrete curb stops. Curb stops must meet the most current Florida Building codes.

dd) Excavation: The work in the section includes excavation involves excavation and utilization or disposal of all materials necessary for the construction of the project. This includes both roadway and subsoil excavation.

ee) Fill Dirt: The work specified in this section consists of the placing of fill dirt to address transitions in elevations to natural ground.

ff) Topsoil: The work specified in this section is for the delivery to a jobsite only of topsoil that meets FDOT spec 162 requirements.

gg) Erosion Control: The work specified in this section is to provide, place and install erosion control as directed by the County.

hh) Ditch Establishment/Maintenance: The work specified in the section includes all equipment and labor required to establish new ditches or reestablish existing ditches to grade, shape, compact both fore slope and backslope as required to insure proper drainage. This item does not include fill material, hydroseeding or sod.

ii) Canal Establishment/Maintenance: The work specified in the section includes all equipment and labor required to establish new canals or reestablish existing canals to grade, shape, compact both fore slope and backslope as required to insure proper drainage. This item does not include fill material, hydroseeding or sod.

jj) Shoulder Work: The work specified in this section includes all equipment, labor and materials to repair re-establish or to ensure proper drainage along existing shoulders, County right of way or facilities and establish a stand of grass. Or to re-establish edge of pavement, the removal of excess material and the pull back and cleanup of the clipped shoulder for a resurfacing operation. Price to include sod.

kk) Concrete Removal: The work specified in this section shall include all equipment, labor and incidentals to expose, remove and dispose of a concrete sidewalk/ driveway.

ll) Concrete: The work specified in this section shall include all equipment, material (including rebar) and labor necessary to frame and pour concrete of any shape or dimension at the direction of the County and type of concrete.

mm) Crack Filling: Cracks shall be sealed at a depth of 2 times the crack width. Surface over band shall be limited to a maximum width of 3 inches with a maximum thickness of 1/8th inch. When repairing cracks, care must be taken to fill the entire crack and level any affected area to ensure a smooth and level pavement surface.

nn) Asphalt: The work in this section is to deliver specified asphalt to a jobsite or to deliver to a jobsite, spread and compact as specified by the County to depth and grade.

oo) Shell: The work specified in this section is to deliver various shell to a jobsite or to deliver to a jobsite, spread and compact as specified by the County to depth and grade.

pp) Road Base: The work specified in this section is for the delivery and placement of road base material to FDOT and Manatee County standards as listed in FDOT Sections 200 thru 290 and Manatee County Standards 403 – 403.1.

qq) Sports Field or Golf Course Topdressing Sand: The work specified in this section is to deliver to a jobsite.

1.04 LIQUIDATED DAMAGES

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

If the successful Proposer fails to perform under the terms of the RFP, the County will incur damage. After every mowing cycle, if the successful Proposer fails to complete the contracted areas, the Proposer 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 Proposer 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 Proposer.

1.05 DAMAGE MITIGATION

In the event the Proposer damages the turf, plants, curbs, irrigation or pavement, the Proposer 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 Proposer(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 Proposer 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).

All employees of professional landscape companies

1.08 ACCESSIBILITY/ELECTRONIC REPORTING

Proposer 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, Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

1.09 PUBLIC CONVENIENCE AND SAFETY

The Proposer 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 Proposer shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations.

The Proposer 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.

1.10 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Proposer 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 Proposer is given written notice thereof.

The CCM shall give prompt notice to the Proposer 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 Proposer and to respond in a timely manner so as not to unduly delay the Proposer's work.

1.11 SUPERVISION

The Proposer shall have a competent crew supervisor available at all times 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 Proposer 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, Proposer 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 Proposer shall determine, by site investigation, any necessary work not specifically called for, but necessary to satisfactorily complete the work. The Proposer'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 Proposer.

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 Proposer 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 Proposer 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 Proposer for the services specified at a rate of compensation according to the deliverable payment schedule stated in **Exhibit 3 and Exhibit 4**.

- b) Proposer shall submit an itemized invoice for payment upon completion of entire route or area awarded.
- c) County 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 Proposer under this Agreement, an amount sufficient to satisfy any liquidated damages due the County by Proposer on any other Agreement between Proposer and County.
- f) All costs of providing the services shall be the responsibility of Proposer, with the exception of reimbursement by County for costs deemed reimbursable.
- g) Any dispute between County and Proposer with regard to the percentage of the Work that has been completed or Proposer'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 RFP. 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 Proposer 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.

END EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS
RFP No. 22-R078167BLS

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

2.01 INFORMATION TO BE SUBMITTED

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

2.02 PROPOSAL FORMAT

TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Proposal.

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

TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Proposer 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. Proposer must possess a current valid Fertilizer/Pesticide license issued by Manatee County.

Provide a copy of Proposer’s Fertilizer/Pesticide license issued by Manatee County.

3. Proposer must, at a minimum, employ at least one individual who completed a Florida Transportation approved Maintenance of Traffic (MOT) Intermediate Course.

Provide a copy of qualified individual's Maintenance of Traffic (MOT) Intermediate Course from valid course provider.

4. Proposer must possess a current valid Applicators license with a Right of Way (ROW) endorsement and Lawn and Ornamental (L&O) endorsement issued by the Florida Department of Agriculture.

Provide a copy of valid Applicator's license with an ROW endorsement and L&O endorsement issued by the Florida Department of Agriculture.

5. Proposer must , at a minimum, employ at least one individual who possesses a current, valid Arborist Certification issued by the International Society of Arboriculture (ISA).

Provide a copy of qualified Arborist Certification issued by ISA.

6. The Proposer has provided full-time landscaping services within a 100-mile radius of Manatee County for at least three (3) clients since November 1, 2018. Provide the following information for the three qualifying clients.

- a) **Name of client**
- b) **Location (City/State)**
- c) **Client contact name**
- d) **Contact phone**
- e) **Contact email**
- f) **Service dates (Start/End)**
- g) **Components of services**

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

No documentation is required. The County will verify.

8. Proposer is not on the Florida Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify.

9. Proposer is not on the Federal Excluded Parties (Convicted Vendor) List

No documentation is required. The County will verify.

10. Proposer is not on the FDOT Contractor Suspension List

No documentation is required. The County will verify.

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

Proposer must complete Form 3 and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five years.

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

13. Proposer has no reported conflict of interests in relation to this RFP.

If no conflicts of interests are present, Bidder must submit a fully completed copy of Form 4.

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

TAB 3 – FORMS

Provide the completed and executed Forms included in this RFP in Tab 3.

NOTE – ONLY INCLUDE THOSE FORMS THAT MUST BE RETURNED WITH THE PROPOSAL

1. Form 1, Acknowledgement of Addenda
2. Form 2, Proposal Signature Form
3. Form 3, Public Contracting and Environmental Crimes Certification
4. Form 4, Conflict of Interest Disclosure Form
5. Form 5, Non-Collusion Affidavit
6. Form 6, Truth-in Negotiation Certificate
7. Form 7, Scrutinized Company Certification
8. Form 8, Insurance Statement Form
9. Form 9, Indemnity and Hold Harmless

TAB 4 - TRADE SECRETS

Pursuant to Section A.28, Trade Secrets, in Tab 4 identify any trade secret being claimed.

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

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

TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

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

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different)
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties. Include the following:
 - a. Address
 - b. City, State, Zip
 - c. Phone
 - d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:
 - a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address, City, State, Zip
9. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any project Proposer's organization did not complete and why?
11. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

TAB 6 – PROPOSER AND TEAM'S EXPERIENCE (MAXIMUM POINTS: 40)

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

1. Provide a summary of Proposer's background, size and years in business.
2. Provide Proposer's years of experience in landscape and ROW moving services, particularly for other government agencies in Florida to include, but not limited to:

- a) Medians, non-continuous in nature;
 - b) Roadsides, non-continuous in nature;
 - c) Palm tree maintenance, various species;
 - d) Shrubbery and miscellaneous ground cover;
 - e) Chemical treatment of ditches and swales;
3. Identify and include information regarding experience and qualifications of Proposer's key staff (e.g., project lead, managers, supervisors) to be assigned to the services. Include a resume for each with their full names, the name of the firm(s) for their current and previous employers, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
 4. Identify any proposed sub-contractors to accomplish the service. Include the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to landscape and ROW mowing services.
 5. Describe any significant or unique accomplishments or recognition received by Proposer or its subcontractors in previous similar services.
 6. Provide a minimum of five client references for which Proposer has provided services, similar in scope as defined in this RFP, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Brief description of all services provided (1-2 sentences)
 - g. Performance period (start/end dates)
 - h. Total dollar value of contract
 7. Proposer's staff shall be uniformed with shirts with name of Contractor displayed. Uniforms shall be neat and clean in appearance when on the job site. Provide a description of complete attire.
 8. Provide a list of sufficient, well-maintained equipment necessary to perform the services to include the description, age, and general condition of the equipment.

TAB 7 - CAPACITY (MAXIMUM POINTS: 40)

Provide the following information regarding Proposer's capacity for the provision of services in Tab 7.

1. Details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
2. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
3. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each other. Name of supervisor (scheduling and supervising service) for crew #1, crew #2 (if applicable), crew #3 (if applicable) and crew #4 (if applicable).

4. Describe Proposer's plans, policies, and/or strategies in which County citizens would receive consideration for employment and county suppliers of goods and services would be utilized.
5. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar service any two or more team members have jointly performed.
6. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
7. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
8. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
9. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
10. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.

TAB 8 – APPROACH (MAXIMUM POINTS: 40)

Provide Proposer's project approach in Tab 8 to include the following:

1. A narrative of Proposer's approach to project management and the provision of services.
2. Details of implementation plan and schedule for service specified.
3. Detailed project schedule for managing the various on-going preventative maintenance tasks as well as other tasks identified in Exhibit 1, Scope of Services.
4. A narrative that clearly demonstrate Proposer's ability and willingness to meet response/schedule times and budget requirements.
5. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
6. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision;
 - b. How the Proposer physically plans on attending pre-scheduled meetings;
 - c. How the Proposer plans on ensuring accessibility and availability during the term

of the Agreement.

7. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Proposer's proposed mitigation procedures for each item.
8. Describe the latest processes that your company is using, that are technically proven and the most cost effective means possible, for landscape and ROW moving services.
9. The County is deeply committed to respecting the environment. Include a detailed description of the Proposer's safety plan to strategies to control the environment of the service site during on site operations.
10. Proposers are encouraged to propose the use of environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's products, materials or supplies that are proposed for the County's service requirements that have documented evidence of reducing adverse effects on the environment.
11. Provide details of Proposer's processes related to recruitment, hiring and retaining employees.
12. Provide specifications for all types of equipment used in performing specified services required by the County. List major equipment with complete description, age, general condition and maintenance program. Visual aids such as photos may be included with the equipment descriptions.

END EXHIBIT 2

EXHIBIT 3 - FEE SCHEDULE - FIXED SCHEDULE SERVICES**RFP No. 22-R078167BLS Roadway Mowing and Ancillary Services**

Zone	Location	Acres	Full Service Price Per Cut <i>(ref - Exhibit 1, item 1.03)</i>	Partial Service Price Per Cut <i>(ref - Exhibit 1, item 1.03)</i>
E-1	27th St E - 36th Ave to 38th Ave	2.03		
E-2	44th Ave E - 301 to 45th St East	8.79		
E-3	39th ST E - 37th ST E - stormwater	0.98		
E-4	45th ST E & Lockwood Ridge - 44TH Ave E to University Pkwy	11.37		
E-5	Broadway - Tuttle to Shade Ave	1.54		
E-6	Caruso - SR70 to 44th Ave Dr E	3.46		
E-7	Caruso Rd/ Braden River Rd & Linger Lodge - SR70 to Tara Blvd	8.37		
E-8	Creek Wood Blvd - 44TH Ave E to SR70	3.85		
E-9	Cypress Creek/Kay - SR64 to 850 FT North of 1 ST Ave E	8.28		
E-10	Honore Ave - Lockwood Ridge to University	21.31		
E-11	Rye Rd - SR64 to U.M.R.R.	13.31		
E-12	SR64 - 28th St E to 64th St Ct E	11.22		
E-13	Tallavast - Lockwood Ridge Rd to US 301	5.42		
E-14	Tuttle - Whitfield to 63rd Ave E	2.56		
E-15	Tuttle - University to Oak Grove Dr	3.14		
E-16	University - W side of I 75 to US 301	46.6		
E-17	UMRR - SR64 to 10th Ave E	4.17		
E-18	Whitfield Ave - Lockwood Ridge Rd to US301	7.27		
E-19	Malachite - LWR Blvd to Berrmory Way	0.42		
E-20	26th Ave btw 15th St E & 27th St E	1.8		
E-21	30th St E btw 44th Ave & SR70 / 51st Ave 301 to 30th St E	2.98		
E-22	117th St E @ SR64 1354' North East Side	0.6		
E-23	Port Harbour PKWY - 1st Round about to Grand Esturary TRL	8.2		
E-24	63RD Ave E - US301 to 39th ST E	3.24		
E-25	9th ST E - US301 to 6th Ave E	2.03		
E-26	33rd ST E - SR70 to 63rd Ave E	2.77		
E-30	Prospect RD - Whitfield Ave to Tallavast RD	0.55		
EAST TOTAL (27 locations/102 maps)		186.26	\$0.00	\$0.00

EXHIBIT 3 - FEE SCHEDULE - FIXED SCHEDULE SERVICES**RFP No. 22-R078167BLS Roadway Mowing and Ancillary Services**

Zone	Location	Acres	Full Service Price Per Cut <i>(ref - Exhibit 1, item 1.03)</i>	Partial Service Price Per Cut <i>(ref - Exhibit 1, item 1.03)</i>
N-1	11th St W from 114 E of 5th Ave W	0.12		
N-2	16th Ave E (Canal Rd) from 33rd St E to US 301	3.47		
N-3	17th St E from 8th Ave W to 16th Ave E (Canal Rd)	5.06		
N-4	17th St E from Ellenton-Gillette Rd to east of 38th Ave Dr E	1.05		
N-5	29th St E from 60th AveE to end of sidewalk	0.94		
N-6	51st Ave E from US 301 to 17th St E	0.26		
N-7	60th Ave E from 37th St E to US 301including 20th St E	2.33		
N-8	69th St E from US 41 N to S.E end of "S" curve	0.35		
N-9	Buffalo Rd from 69th St E to 72nd St E	3.02		
N-10	Fort Hamer Rd from US 301 to 56th St E (Britt Rd)	3.59		
N-12	US 41 N from 7th St E to 23rd St E	1.1		
N-14	Palmetto MCAT Station	0.87		
N-15	Ellenton-Gillette Rd from US 301 to 13th St E	0.72		
N-16	29th St E from RR tracks to 16th Ave E (Canal Rd)	1.06		
N-17	Fort Hamer Rd from north bridge approach to south of Upper Manatee	6.78		
N-18	US 301 from CR 675 to RR tracks	0.09		
N-19	Fort Hamer Rd from Erie Rd to 69th St E	6.32		
	NORTH TOTAL (17 locations/48 maps)	37.13	\$0.00	\$0.00

EXHIBIT 3 - FEE SCHEDULE - FIXED SCHEDULE SERVICES

RFP No. 22-R078167BLS Roadway Mowing and Ancillary Services

Zone	Location	Acres	Full Service Price Per Cut <i>(ref - Exhibit 1, item 1.03)</i>	Partial Service Price Per Cut <i>(ref - Exhibit 1, item 1.03)</i>
W-1	1st Ave W 59th ST W TO 67th St W	0.46		
W-2	15th St E South of Whitfield Ave median	0.03		
W-3	17th Ave W 51st St W to 59th St W	0.59		
W-4	19th Ave @ 16th St Ct W	0.37		
W-5	26th St W South of 45th Ave W median	0.05		
W-6	29th Ave W from 9th St W to 14th St W medians	0.12		
W-7	30th Ave W from 7th St W to 17th St W	5.01		
W-9	34th St W from 53rd Ave W to Bayshore Pkwy	0.73		
W-10	39th Ave W East of 14th St W at deadend	0.55		
W-11	53rd Ave W from 34th St W to 75th St W	19.63		
W-12	53rd Ave E @ 24th St E	0.1		
W-13	53rd Ave E from 15th St E to US 301	0.26		
W-14	57th Ave E from 14th St E to US 41	4.61		
W-15	60th Ave W from 17th St W to Todd St median	0.02		
W-16	61st St W from Manatee Ave to 1st Ave W	0.48		
W-18	63rd Ave E from 15th St E to 28th St E	7.76		
W-20	75th St W from Cortez Rd to 53rd Ave W	7.42		
W-21	75th St W from Cortez Rd to Manatee Ave	6.75		
W-22	Sunnyshores median	0.31		
W-23	301 Blvd from 1st St To 9th St E	0.68		
W-24	SR 41 @ Anna Maria Oyster Bar	0.2		
W-26	Cape Vista Dr From Cortez Rd to 41st Ave W	0.31		
W-27	Cortez Rd from 28th St W to 30th St W	0.1		
W-28	Cortez Rd from 43rd St W to 37th St W	0.42		
W-29	Cortez Rd from 75th St W to 119th St W	1.84		
W-30	El Conquistador Pkwy from 34th St W to Bay Club Dr	1.49		
W-31	El Conquistador Pkwy from 53rd Ave W to Champions Way	13.51		
W-32	Harbour Hills medians	0.33		
W-33	66th St W Maintenance yard	2.53		
W-34	26th Ave E Maintenance yard	2.7		
W-35	US 41 Entrance sign north of Edwards Dr	0.21		
W-36	Palma Sola Park medians	5.09		
W-37	Whitfield Estates medians	0.98		
W-38	9th St E from Manatee Ave to 63rd Ave E	12.23		
W-39	44th Ave from US 41 to 19th St Ct E	17.31		
W-41	43rd St. W from Cortez Rd to 53rd Ave	1.98		
W-43	115th St W north of Cortez Rd	0.44		
W-44	9th St W from Cortez Rd to US 301 Blvd	2.91		
W-45	Avenida Madera Ave	0.1		
W-46	Tallevast Rd from 9th St E to US 301	4.4		
W-47	59th St W Cortez Rd to Manatee Ave medians	0.24		
	WEST TOTAL (41 locations/121 maps)	125.25	\$0.00	\$0.00

EXHIBIT 3 - FEE SCHEDULE - FIXED SCHEDULE SERVICES**RFP No. 22-R078167BLS Roadway Mowing and Ancillary Services**

Zone	Location	Acres	Full Service Price Per Cut <i>(ref - Exhibit 1, item 1.03)</i>	Partial Service Price Per Cut <i>(ref - Exhibit 1, item 1.03)</i>
	Miscellaneous Zone Services			
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		N/A
3	Non-Emergency Full-Service (non-scheduled, as needed, per acre)	per 1 acre		N/A
4	Emergency Partial-Service (non-scheduled, as needed, per acre)	per 1 acre	N/A	
5	Non-Emergency Partial-Service (non-scheduled, as needed, per acre)	per 1 acre	N/A	
6	Additional Litter Control & Removal of County mowing zones	per 1 acre		

NOTE: Zone numbers correlate with map ID's

EXHIBIT 4 - FEE SCHECULE - AS REQUIRED SERVICES

RFP No. 22-R078167BLS Roadway Mowing and Ancillary Services

The following prices and for services utilized on an "as required basis only" as authorized by the County.

Group A Section 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); Note: Original material invoice to be submitted with request for payment.			____ % markup
		Hourly Rates - Labor			
Group B		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	\$

Landscape Section

Landscape Section					
Group C		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:	\$	\$	\$	
Group D		Shrub removal			
		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	\$
Group E		Tree, shrub, plant installation			
		Installation of designated trees, shrubs including watering and maintain them until established (not to exceed 90 days).	R TO 3"	DIAMETER 3" TO 6"	DIAMETER OVER 6"
	a.	Labor Cost: per hour per plant	\$	\$	\$

Tree & Plant Pricing -			
	The Contractor may be asked to provide and deliver to site new plant materials. All plants shall be Florida #1 quality or better.	Unit of Measure	Unit Price
Group F	a. Indian Hawthorne (3-gal, 14" O.A. (on average), 30" O.C. (on-center), full)	Each	\$
	b. Dianella Flax Lily (3-gal, 16" O.A., 30" O.C. full, sun grown)	Each	\$
	c. Juniper Shore (1-gal, 12" O.A., 3 stems min, 2" O.C.)	Each	\$
	d. Florida Heather (1-gal, 10" Spr (smart plan review), 2" O.C.)	Each	\$
	e. Dwarf Yaupon (3-gal, 14" O.A., 30" O.C.)	Each	\$
	f. Black Olive (16-18' Ht X 9' Spr Mn., 5" Cal. Min., B&B (bald & burlapped)	Each	\$
	g. Yellow Elder (16-18' Ht X 9' Spr Mn., 5" Cal. Min., B&B)	Each	\$
	h. Live Oak (16-18' Ht X 9' Spr Mn., 5" Cal. Min., B&B)	Each	\$
	i. Simpson's Stopper (16-18' Ht X 9' Spr Mn., 5" Cal. Min., B&B)	Each	\$
	j. Magnolia Tree (8' - 10')	Each	\$
	k. Foxtail Palm (12' - 14')	Each	\$
	l. Royal Palm (12' - 14')	Each	\$
	m. Black Magic (1 - 3 Gallon)	Each	\$
	n. Gold Mound (1 - 3 Gallon)	Each	\$
	o. Mexican Petunias (1 - 3 Gallon)	Each	\$
	p. Flax Lilly (1 - 3 Gallon)	Each	\$
	q. Dwarf Ixora (1 - 3 Gallon)	Each	\$
	r. Mammy Crotons (1 - 3 Gallon)	Each	\$
	s. Variegated Arboricolas (1 - 3 Gallon)	Each	\$
	t. Indian Hawthorns (1 - 3 Gallon)	Each	\$
u. Red Fountain Grass (1 - 3 Gallon)	Each	\$	
v. Muhly Grass (1 - 3 Gallon)	Each	\$	
w. Coontie Palm (1 - 3 Gallon)	Each	\$	
x. Blue Plumbago (1 - 3 Gallon)	Each	\$	

Group G		Watering		
		Standalone for seeding, sodding and trees or any other location that needs to be watered at the direction of the County	Unit of Measure	Unit Price
	a.	0-500 Gallon	per Gallon	\$
	b.	500-5000 Gallon	per Gallon	\$
Group H Section 2		Fertilization		
		Application of minor nutrients necessary to maintain healthy turf, shrub, or groundcover as applicable in accordance with Manatee County Ordinance 2-14 Article IV. Landscape Maintenance and Fertilizer Regulation and directed by the County.	Unit of Measure	Unit Price
	a.	Grass Fertilization	Sq Yd	\$
	b.	Shrub Fertilization	Each	\$
	a.	Groundcover Fertilization	Sq Yd	\$
Group I		Fire Ant Control		
		Mounds are to be removed and soil leveled to previous grade after ants have been killed. (Vegetated areas such as parks only)	Unit of Measure	Unit Price
	a.	Mound Turf Fire Ant Control	Each	\$
	b.	Broadcast Turf Ant Control	Sq Yard	\$
Group J		Hydroseeding		
		The work specified in this section includes the furnishing of all labor, equipment and material required to grass by either hydro-seeding and hydro mulching shoulders, slopes and other designated areas. This includes all seed, fertilizer, mulch and water required for the slurry mix. Work shall include the final preparation of the ground for seeding.	Unit of Measure	Unit Price
	a.	0 - 500 Sq Yd	Sq Yd	\$
	b.	501 - 5,000 Sq Yd	Sq Yd	\$
	c.	5,001 - 12,000 Sq Yd	Sq Yd	\$
	d.	12,001 - 22,000 Sq Yd	Sq Yd	\$
e.	Over 22,000 Sq Yd	Sq Yd	\$	

Group K (includes l and m)	Sodding		Unit of Measure	Unit Price
		The work specified in this section includes the furnishing of all labor, equipment and material required to establish a stand of grass within the specified area. This includes furnishing and placing sod, and rolling, watering (until established - not to exceed 90 days) and maintaining the sodded area. Scarify and loosen soil and level ground. Pre-wet ground before placing. Thoroughly water sod immediately after placement.		
<i>Bahia</i>	a.	0 - 50 Sq Yd	Sq Yd	\$
	b.	51 - 500 Sq Yd	Sq Yd	\$
	c.	OVER 500 Sq Yd	Sq Yd	\$
<i>St. Augustine</i>	a.	0 - 50 Sq Yd	Sq Yd	\$
	b.	51 - 500 Sq Yd	Sq Yd	\$
	c.	OVER 500 Sq Yd	Sq Yd	\$
<i>Bermuda</i>	a.	0 - 50 Sq Yd	Sq Yd	\$
	b.	51 - 500 Sq Yd	Sq Yd	\$
	c.	OVER 500 Sq Yd	Sq Yd	\$
Group N	Mulch			
	The Contractor to supply and install to County specifications.		Unit of Measure	Unit Price
	a.	Whitewash Stone, no greater than 1 1/2" diameter; for Roadways and/or medians (provide and install)	Pound	\$
	b.	Cypress Mulch for Roadways and/or Medians (provide and installed)	Pound	\$
	c.	Black Mulch; for Roadways and/or medians (provide and install)	Pound	\$
	d.	Cocoa Mulch; for Roadways and/or medians (provide and install)	Pound	\$

Group O		Tree Maintenance & Palm Pruning		
		Per ANSI A300 Standards Part 1: Pruning Standards, present performance standards for the care and management of trees and ensure the quality of workmanship meets or exceeds these standards. All Work must be supervised by an ISA Certified Arborist. The ISA Certified Arborist must be on-site during performed services.	Unit of Measure	Unit Price
	a.	Tree Pruning and Maintenance - <i>Bucket truck (35' minimum lift), Chipper or grapple truck for debris removal.</i>	Linear Ft (of canopy pruned)	\$
	b.	Palm Pruning	Per Stem	\$
Group P		Road Edging and Blowing		
		Clearing of vegetation from road edge to provide clean and clear road edge designation.	Unit of Measure	Unit Price
	a.	Edging: Uncurbed with Paved Shoulder (assignments less than 1 mile)	Linear Ft	\$
	b.	Edging: Uncurbed with Grass Shoulder (assignments less than 1 mile)	Linear Ft	\$
	c.	Edging: Uncurbed with no Shoulder (assignments less than 1 mile)	Linear Ft	\$
	d.	Edging: Uncurbed with Paved Shoulder	per Mile	\$
	e.	Edging: Uncurbed with Grass Shoulder	per Mile	\$
f.	Edging: Uncurbed with no Shoulder	per Mile	\$	

Group Q		Landscape Edging		
		Areas identified outside of ROW service requirements. Edging to be completed with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines and turf and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weed eaters are not to be used in edging.	Unit of Measure	Unit Price
	a.	Edge bedlines (Areas of plantings)	Linear Ft	\$
	b.	Edge hardlines (paths, walkways, pads)	Linear Ft	\$
Group R		Monofilament Trim		
		Line whipping of specified areas	Unit of Measure	Unit Price
	a.	Monofilament Trim	Sq Ft	\$
Group S		Improved Lots - Mowing		
		Properties with improvements (houses, structures, foundations) built on them. Vegetation height 0-5'	Unit of Measure	Unit Price
	a.	Mobile Home Lots	Lot	\$
	b.	0-10,890 Sq Ft (up to 1/4 acre)	Lot	\$
	c.	10,891-21,780 Sq Ft (up to 1/2 acre)	Lot	\$
	d.	21,781-43,560 Sq Ft (1/2 to 1 acre)	Lot	\$
	e.	Exceeding 1 acre and above (multiplied times the acreage)	Acre	\$
Group T		Unimproved Lots - Mowing		
		Properties with no improvements (houses, structures, foundations) built on them. Vegetation height 0-5'	Unit of Measure	Unit Price
	a.	Mobile Home Lots	Lot	\$
	b.	0-10,890 Sq Ft (up to 1/4 acre)	Lot	\$
	c.	10,891-21,780 Sq Ft (up to 1/2 acre)	Lot	\$
	d.	21,781-43,560 Sq Ft (1/2 to 1 acre)	Lot	\$
	e.	Exceeding 1 acre and above (multiplied times the acreage)	Acre	\$

Group U		Improved and Unimproved Lots - Mowing		
		Properties with vegetation exceeding 5 feet in height	Unit of Measure	Unit Price
	a.	Charge for mowing property that exceeds 5 feet in height for Mobile Home lots	Lot	\$
	b.	Charge for mowing property that exceeds 5 feet in height for 0 – 10,890 sq. ft. lots	Lot	\$
	c.	Charge for mowing property that exceeds 5 feet in height for 10,891 – 21,780 sq. ft. lots	Lot	\$
	d.	Charge for mowing property that exceeds 5 feet in height for 21,781 sq. ft. - 1 Acre lots	Lot	\$
	e.	Charge for mowing property that exceeds 5 feet in height for lots exceeding 1 acre	Acre	\$
Group V		Turf Services		
		Athletic field maintenance	Unit of Measure	Unit Price
	a.	Chemical Application (Labor and equipment, County provides product)	Acre	\$
	b.	Topdressing fields with sand (Labor and equipment, County provides sand)	Acre	\$
	c.	Verticutting fields (labor, equipment and clean-up after cutting included)	Acre	\$
	d.	Mowing fields to height as directed by County	Acre	\$
	e.	Aerification (Solid Tine 3/4")	Acre	\$
	f.	Aerification (Hollow Tine 3/4" and clean-up)	Acre	\$
	g.	Aerification (Deep Tine)	Acre	\$
	h.	Fraze mowing (include trailer to catch material, material dumped on site)	Acre	\$
	i.	Laser leveling of fields (new or renovated field prior to sod being laid)	Acre	\$
	j.	Root pruning	Hour	\$
	k.	Linear field decompaction (include labor, equipment)	Hour	\$

Hardscape Section

Hardscape Section				
Group W		Irrigation Repair		
		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	\$
i.	Well Maintenance	Each	\$	
Group X		Pavers (Ornamental Brick & Stone)		
		Labor only. To include all ancillary items required for install/removal as applicable. Specific Materials to be compensated via Item 1: Markup.	Unit of Measure	Unit Price
	a.	Removal of old pavers	Sq Ft	\$
	b.	Prep area for install	Sq Ft	\$
	b.	Installation of new pavers	Sq Ft	\$

Group Y	Fence Removal and Disposal (Wood, vinyl and chain link)			Unit of Measure	Unit Price
	The work specified in this section includes the furnishing of all labor, equipment and material required to remove fencing. All materials				
4' Height	a.	0 - 100 Linear Ft		Linear Ft	\$
	b.	101 - 500 Linear Ft		Linear Ft	\$
	c.	Over 500 Linear Ft		Linear Ft	\$
6' Height	a.	0 - 100 Linear Ft		Linear Ft	\$
	b.	101 - 500 Linear Ft		Linear Ft	\$
	c.	Over 500 Linear Ft		Linear Ft	\$
Group Z	Fence and Installation (replacement / repair / new) - Labor			Unit of Measure	Unit Price
	Cypress Wood Fencing				
4' Height	a.	0 - 100 LF		Linear Ft	\$
	b.	101 - 500 LF		Linear Ft	\$
	c.	Over 500 LF		Linear Ft	\$
Chain Link Fencing Type A					
4' Height	a.	0 - 100 Linear Ft		Linear Ft	\$
	b.	101 - 500 Linear Ft		Linear Ft	\$
	c.	Over 500 Linear Ft		Linear Ft	\$
Chain Link Fencing Type B					
4' Height	a.	0 - 100 Linear Ft		Linear Ft	\$
	b.	101 - 500 Linear Ft		Linear Ft	\$
	c.	Over 500 Linear Ft		Linear Ft	\$
6' Height	a.	0 - 100 Linear Ft		Linear Ft	\$
	b.	101 - 500 Linear Ft		Linear Ft	\$
	c.	Over 500 Linear Ft		Linear Ft	\$
8' Height	a.	0 - 100 Linear Ft		Linear Ft	\$
	b.	101 - 500 Linear Ft		Linear Ft	\$
	c.	Over 500 Linear Ft		Linear Ft	\$

Group AA	Gates (Chain Link), (replacement / repair / new)		Unit of Measure	Unit Price
4' Height	a.	4' Wide	Each	\$
	b.	8" Wide	Each	\$
	c.	16' Wide	Each	\$
6' Height	a.	4' Wide	Each	\$
	b.	8" Wide	Each	\$
	c.	16' Wide	Each	\$
8' Height	a.	4' Wide	Each	\$
	b.	8" Wide	Each	\$
	c.	16' Wide	Each	\$
Group BB	Trash Removal - As Needed Basis Only - Labor			
			Unit of Measure	Unit Price
	a.	Tire Removal	Each	\$
	b.	Removal of debris- 0- 5 CY (excluding tires)	Cubic Yd	\$
	c.	Removal of debris- greater than 5 CY (excluding tires)	Cubic Yd	\$

Specialized Services Section

Specialized Services Section				
Group CC		Curb Stops		
			Unit of Measure	Unit Price
	a.	6 foot concrete curb stop - deliver and install	Each	\$
	b.	Concrete curb stop removal and reinstall	Each	\$
Group DD		Excavation		
		Dirt removal and disposal	Unit of Measure	Unit Price
	a.	0-200 Cubic Yd	Cubic Yd	\$
	b.	201-2,000 Cubic Yd	Cubic Yd	\$
	c.	Over 2,000 Cubic Yd	Cubic Yd	\$
Group EE		Fill Dirt		
		Delivered to site. Must meet FDOT Spec 120-2.	Unit of Measure	Unit Price
	a.	0-200 Cubic Yd	Cubic Yd	\$
	b.	201-2,000 Cubic Yd	Cubic Yd	\$
	c.	Over 2,000 Cubic Yd	Cubic Yd	\$
		Delivered to site, placed, and compacted. Must meet FDOT Spec 120-2.	Unit of Measure	Unit Price
	a.	0-200 Cubic Yd	Cubic Yd	\$
	b.	201-2,000 Cubic Yd	Cubic Yd	\$
	c.	Over 2,000 Cubic Yd	Cubic Yd	\$

Group FF		Top Soil		
		Must meet FDOT Spec 162 - Truck Measured	Unit of Measure	Unit Price
	a.	0-200 Cubic Yd	Cubic Yd	\$
	b.	201-2,000 Cubic Yd	Cubic Yd	\$
	c.	Over 2,000 Cubic Yd	Cubic Yd	\$
Group GG		Erosion Control		
		Erosion Control per FDOT Section 104	Unit of Measure	Unit Price
	a.	Bailed Hay or Straw	Each	\$
	b.	Floating Turbidity Barriers	Linear Ft	\$
	c.	Sand Bagging	Cubic Yd	\$
	d.	Staked Silt Fence	Linear Ft	\$
	e.	Filter Sock (Inlet Protection)	Linear Ft	\$
Group HH		Ditch Establishment/Maintenance		
		Grade and Shape Foreslope, Backslope & Pulling of Ditches	Unit of Measure	Unit Price
	a.	0-200 Sq Yd	Sq Yd	\$
	b.	201-2,000 Sq Yd	Sq Yd	\$
	c.	Over 2,000 Sq Yd	Sq Yd	\$

Group II		Canal Establishment/Maintenance		
		Grade and Shape Foreslope, Backslope & Pulling of Canals	Unit of Measure	Unit Price
	a.	0-200 Sq Yd	Sq Yd	\$
	b.	201-2,000 Sq Yd	Sq Yd	\$
	c.	Over 2,000 Sq Yd	Sq Yd	\$
Group JJ		Shoulder Work		
		Reworking shoulder on existing facilities	Unit of Measure	Unit Price
		Rework shoulders - re-establishing banks (washouts, sloughing)		
	a.	0-200 Linear Ft	Linear Ft	\$
	b.	201-2,000 Linear Ft	Linear Ft	\$
	c.	Over 2,000 Linear Ft	Linear Ft	\$
		Clipping of shoulder and cleanup for resurfacing		
	a.	0-200 Linear Ft	Linear Ft	\$
	b.	201-2,000 Linear Ft	Linear Ft	\$
	c.	Over 2,000 Linear Ft	Linear Ft	\$
		Clipping of shoulder and removal of material to establish drainage. Finished surface to sodded or hydroseeded.		
	a.	0-200 Linear Ft	Linear Ft	\$
	b.	201-2,000 Linear Ft	Linear Ft	\$
	c.	Over 2,000 Linear Ft	Linear Ft	\$
	d.	Truck measure removal of material	Cubic Yd	\$

Group KK		Concrete Removal		
			Unit of Measure	Unit Price
	a.	Demolition and removal of concrete such as sidewalk/driveways	Cubic Yd	\$
Group LL		Concrete		
		Miscellaneous concrete formed and poured	Unit of Measure	Unit Price
	a.	Preparation (Grade, shape, base preparation to include 6" fill and /or excavation)	Sq Yd	\$
	b.	2,500 PSI	Cubic Yd	\$
	c.	3,000 PSI	Cubic Yd	\$
	d.	4,000 PSI	Cubic Yd	\$
Group MM		Crack Filling		
		Crack filling/sealing per FDOT DEV 305	Unit of Measure	Unit Price
	a.	0-50 Gallons	Gallon	\$
	b.	51-100 Gallons	Gallon	\$
	c.	Over 100 Gallons	Gallon	\$

Group NN		Asphalt		
		Type ABC	Unit of Measure	Unit Price
		Delivered to site, placed, and compacted.		
	a.	0-20 Tons	Ton	\$
	b.	20-200 Tons	Ton	\$
	c.	201-500 Tons	Ton	\$
		Type S		
		Delivered to site, placed, and compacted.		
	a.	0-20 Tons	Ton	\$
	b.	20-200 Tons	Ton	\$
c.	201-500 Tons	Ton	\$	
Group OO		Shell		
		Bank Run Shell @ <16% Moisture Content.	Unit of Measure	Unit Price
	a.	Delivered to site.	Ton	\$
	b.	Delivered to site, placed, and compacted. Must meet FDOT Spec 911.	Ton	\$
		Washed Shell 1/2"		
	a.	Delivered to site.	Ton	\$
	b.	Delivered to site, placed, and compacted.	Ton	\$
		Washed Shell 1"		
	a.	Delivered to site.	Ton	\$
	b.	Delivered to site, placed, and compacted.	Ton	\$
		Washed Shell 3"		
	a.	Delivered to site.	Ton	\$
b.	Delivered to site, placed, and compacted.	Ton	\$	

Group PP		Road Base			
		SHAPE, MIX AND COMPACT MATERIALS FOR SUB-GRADE STABILIZATION OR EXISTING BASE - Specification: FDOT Sections 200 thru 290 as applicable. MC Standard 403 - 403.1			
	a.	0 - 2,000 Sq Yd			
	b.	2,001 - 10,000 Sq Yd			
	c.	OVER 10,000 Sq Yd			
		Unit of Measure	Unit Price 6' Depth	Unit Price 8' Depth	Unit Price 12' Depth
		Sq Yd	\$	\$	\$
		Sq Yd	\$	\$	\$
		Sq Yd	\$	\$	\$
		PLACE, SHAPE, AND COMPACT SHELL, LIMEROCK, OR CRUSHED CONCRETE BASE, GRADED AGGREGATE - Specification: FDOT Sections 200 and 290 as applicable MC Standards 403 - 403.1			
	a.	0 - 2,000 Sq Yd			
	b.	2,001 - 10,000 Sq Yd			
	c.	OVER 10,000 Sq Yd			
		Unit of Measure	Unit Price 6' Depth	Unit Price 8' Depth	Unit Price 12' Depth
		Sq Yd	\$	\$	\$
		Sq Yd	\$	\$	\$
		Sq Yd	\$	\$	\$

Group QQ		Sports Field or Golf Course Topdressing Sand		
		Delivered and Dumped at Designated Site/Location	Unit of Measure	Unit Price
	a.	Material Cost	Ton	



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[CONTRACTOR NAME]
(CONTRACTOR)**

EXHIBIT 5

AGREEMENT FOR [TITLE]

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

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

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

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

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

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

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

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

EXHIBIT 5

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 9, but not to exceed [number years in the initial term].
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods.

ARTICLE 4. COMPENSATION

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

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

EXHIBIT 5

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

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

EXHIBIT 5

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

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

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

EXHIBIT 5

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

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

B. TERMINATION WITHOUT CAUSE:

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

EXHIBIT 5

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY

EXHIBIT 5

to assure proper accounting of funds and compliance with the provisions of this Agreement.

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

ARTICLE 15. PUBLIC RECORDS

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

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement,

EXHIBIT 5

CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

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

ARTICLE 16. INDEMNIFICATION

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

EXHIBIT 5

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

EXHIBIT 5

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

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

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

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

ARTICLE 22. KEY PERSONNEL

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

[Enter Name, Title]

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

ARTICLE 23. SUB-CONTRACTORS

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

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 25. NOTICES

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

EXHIBIT 5

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

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

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

EXHIBIT 5

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

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

EXHIBIT 5

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

EXHIBIT 5

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

CONTRACTOR NAME

BY: _____

Printed Name: _____

Title: _____

Date: _____

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

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

Date: _____

SAMPLE

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT 5

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

2. ESCALATION/DE-ESCALATION

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

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT 5

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

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

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

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

DATED this _____ day of _____, 20_____.

CONTRACTOR Signature

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

Notary Signature _____
Commission No. _____

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

EXHIBIT 5

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

EXHIBIT 5

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.

EXHIBIT 5

Limits must not be less than:

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name

EXHIBIT 5

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

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

Bailee’s Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

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

Performance Bond.

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract

EXHIBIT 5

number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

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

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

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

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

EXHIBIT 5

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

III. BONDING REQUIREMENTS

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

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

EXHIBIT 5

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

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

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

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

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

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EXHIBIT 5

CONTRACTOR'S INSURANCE STATEMENT

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

Date: _____

Contractor's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.

SAMPLE

Chapter 2-14 ENVIRONMENTAL REGULATION>

ARTICLE I. AIR POLLUTION

Secs. 2-14-1—2-14-24. Reserved.

ARTICLE II. LAND SPREADING

Secs. 2-14-25—2-14-45. Reserved.

ARTICLE III. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)

Secs. 2-14-46—2-14-59. Reserved.

ARTICLE IV. LANDSCAPE MAINTENANCE AND FERTILIZER REGULATION¹

Sec. 2-14-60. Findings of fact.

As a result of adverse impacts to Manatee County waters caused by excessive nutrients resulting from improper landscape maintenance practices and the incorrect or unnecessary application of fertilizers containing phosphorus and/or nitrogen, the Manatee County Board of County Commissioners has determined that the lands and waters of Manatee County are at particularly high risk for adverse effects to surface and ground water from such fertilizer containing phosphorus and/or nitrogen, particularly when not applied in accordance with best management practices established by the Florida Department of Environmental Protection (FDEP), the Florida Department of Agriculture and Consumer Services (DACCS), and the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS).

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-61. Purpose and intent.

This chapter regulates the proper use of fertilizers by any applicator and requires proper training of commercial and institutional fertilizer applicators and landscape maintenance companies by establishing a restricted season for fertilizer application, fertilizer-free zones, low-maintenance zones, exemptions, training, and certification requirements. This chapter requires the use of best management practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the

¹Editor's note(s)—Sec. 37 of Ord. No. 14-41, adopted Oct. 7, 2014, redesignated §§ 2-23-1—2-35-14, which derived from Ord. No. 11-21, adopted May 24, 2011, as §§ 2-14-60—2-14-74.

misuse of fertilizers and improper landscape maintenance practices. These secondary and cumulative effects have been observed in and on Manatee County's natural and artificial stormwater and drainage conveyances, rivers, lakes, canals, estuaries, interior freshwater wetlands, and Tampa Bay. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of Manatee County residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and artificial stormwater and drainage conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-62. Definitions.

As used in this chapter, the following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Application* or *apply* means the actual physical deposit of fertilizer to turf or landscape plants.
- (b) *Applicator* means any person who applies fertilizer on turf and/or landscape plants in the county.
- (c) *Approved best management practices (BMP) training program* means a training program approved by the county administrator that includes, at a minimum, the BMPs associated with proper mowing, trimming, irrigation, and landscape debris management, the most current version of the "Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, December 2008", as updated, and the more stringent requirements set forth in this chapter.
- (d) *Best management practices* or *BMP* mean turf and landscape practices which minimize the negative environmental impacts of installation and maintenance of landscapes.
- (e) *Board* means the board of county commissioners of Manatee County, Florida.
- (f) *Code enforcement officer* or *code inspector* means any designated employee or agent of the county whose duty it is to enforce county codes and ordinances.
- (g) *Commercial fertilizer applicator* means any person who applies fertilizer on turf and/or landscape plants in the county in exchange for money, goods, services, or other valuable consideration.
- (h) *County* means Manatee County, Florida.
- (i) *County administrator* means the county administrator or the county administrator's designee responsible for administration and implementation of the provisions of this chapter.
- (j) *Fertilize, fertilizing, or fertilization* means the act of applying fertilizer to turf, specialized turf, or landscape plants.
- (k) *Fertilizer* means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.
- (l) *Granular* means composed of small grains or particles.
- (m) *Institutional applicator* means any person, other than a noncommercial or commercial applicator, that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners and managers of public lands, schools, parks, religious institutions, utilities, industrial or business sites, and any residential properties maintained in condominium and/or common ownership.
- (n) *Impervious surface* means a surface that has been compacted or covered with a layer of material so that it is highly resistant or prevents infiltration by stormwater. It includes roofed areas and surfaces

such as compacted sand, limerock, or clay, as well as conventionally surfaced streets, sidewalks, parking lots, and other similar surfaces.

- (o) *Landscape plant* means any native or exotic tree, shrub, or groundcover (excluding turf).
- (p) *Landscape maintenance* means activities carried out to manage and maintain landscape plants, including, but not limited to, mowing, edging, and trimming.
- (q) *Low-maintenance zone* means an area a minimum of six (6) feet wide adjacent to watercourses which is planted with nonturf grass vegetation and managed in order to minimize the need for fertilization, watering, and mowing.
- (r) *Pasture* means land used for livestock grazing that is managed to provide feed value.
- (s) *Person* means any human being, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.
- (t) *Restricted season* means June 1 through September 30.
- (u) *Site supervisor* means the direct supervisor of landscape maintenance personnel.
- (v) *Slow or controlled release fertilizer* means a fertilizer containing a plant nutrient in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant significantly longer than a referenced rapidly available nutrient fertilizer.
- (w) *Specialized turf* means grass used for athletic fields, golf course practice and play areas, and other similar activities.
- (x) *Specialized turf manager* means a person responsible for fertilizing or directing the fertilization of specialized turf.
- (y) *Surface water* means fresh, brackish, saline or tidal waters, including, but not limited to, bays, rivers, lakes, streams, wetlands, springs, impoundments, as well as canals and other artificial water bodies.
- (z) *Turf, sod, or lawn* means a piece of grass-covered soil held together by the roots of the grass.
- (aa) *Vegetable garden* means an area dedicated to the cultivation of edible plants.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-63. Applicability.

This chapter shall be applicable to and shall regulate any and all applicators of fertilizer, areas of application of fertilizer, and landscape maintenance activities within the county, unless such applicator or activity is specifically exempted by the terms of this chapter from the regulatory provisions of this chapter.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-64. Weather and seasonal restrictions.

- (a) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the restricted season from June 1 through September 30.
- (b) No applicator shall apply fertilizers containing nitrogen and/or phosphorous to turf and/or landscape plants during a period for which the National Weather Service has issued any of the following advisories for any portion of the county: a severe thunderstorm warning or watch, flood warning or watch, tropical storm

warning or watch, hurricane warning or watch, or if rain greater than or equal to two (2) inches in a twenty-four-hour period is forecasted.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-65. Fertilizer content and application rate.

- (a) Fertilizers shall be applied to turf and/or landscape plants at the lowest recommended rate according to the "Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, December 2008", as updated, with no more than four (4) pounds of nitrogen per one thousand (1,000) square feet applied in any calendar year.
- (b) No fertilizer containing phosphorus shall be applied to turf and/or landscape plants in the county, except where a phosphorous deficiency has been demonstrated in the soil underlying the turf and/or landscape plants by a soil analysis test performed by a State of Florida certified laboratory. Any person who obtains a soil analysis test showing a phosphorous deficiency and who wishes to apply phosphorous to turf and/or landscape plants shall provide a copy of the test results to the county administrator prior to the application of phosphorous.
- (c) Nitrogen fertilizer shall not be applied on newly established turf or new landscape plants for the first thirty (30) days.
- (d) Granular fertilizers containing nitrogen applied to turf and/or landscape plants within the county shall contain no less than fifty (50) per cent slow release nitrogen per guaranteed analysis label.
- (e) Liquid fertilizers containing nitrogen applied to turf and/or landscape plants within the county shall not be applied at a rate that exceeds 0.5 pounds per one thousand (1,000) square feet per application.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-66. Impervious surfaces and mode of application.

- (a) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container. Fertilizer shall not be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, drainage conveyances, surface waters, or roadways.
- (b) Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreaders. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-67. Fertilizer-free zones.

Fertilizer shall not be applied within ten (10) feet from the top of bank of any surface water, landward edge of the top of a seawall, designated wetland, or wetland as defined by FDEP (Chapter 62-340, Florida Administrative Code, as may be amended or superseded).

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-68. Management of grass clippings and vegetative material.

Grass clippings, vegetative material, and/or vegetative debris shall not, either intentionally or accidentally, be washed, swept, blown, or otherwise deposited into stormwater drains, ditches, drainage conveyances, surface waters, or roadways.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-69. Exemptions.

The provisions set forth in subsection 2-14-64(a) and section 2-14-65 of this chapter shall not apply to the following:

- (a) Golf courses. For all golf courses, the provisions of the FDEP document, entitled "BMPs for the Enhancement of Environmental Quality on Florida Golf Courses, January 2007", as updated, are required and shall be followed when applying fertilizer to golf courses.
- (b) Specialized turf managers are required to follow the provisions of the "Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, December 2008", as updated, for turf and landscape plants.
- (c) Bona fide farm operations as defined in the Florida Right to Farm Act, Section 823.14, Florida Statutes.
- (d) Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock.
- (e) Vegetable gardens, owned by individual property owners or a community, provided that fertilizer application rates do not exceed UF/IFAS recommendations according to SP103 Florida Vegetable Gardening Guide, December 2008, as updated.
- (f) Yard waste compost, mulches, or other similar materials that are primarily organic in nature and are applied to improve the physical condition of the soil.
- (g) Tree trunk injection fertilization treatments that are performed by a certified arborist.
- (h) Fertilizer made or produced by the county from sewage.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-70. Certification and training.

- (a) All commercial and institutional applicators within the county shall obtain the limited certification for urban landscape fertilizer application provided for under Section 482.1562, Florida Statutes, within three hundred sixty-five (365) days of adoption of this chapter, or within ninety (90) days of initial employment, whichever occurs later. Applicators are required to keep a copy of such certificate with them during application activities and shall present the certificate to any authorized official of the county, upon request.
- (b) All site supervisors and managers of professional landscape maintenance companies, as well as government and institutional landscape supervisors, shall abide by and successfully complete an approved best management practices training program within five hundred forty-five (545) days of adoption of this chapter. Upon successful completion, a certificate of completion will be provided. Landscape maintenance staff are required to keep a copy of such certificate with them during landscape maintenance activities and shall present the certificate to any authorized official of the county, upon request.

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- (c) Employees of lawn and landscape maintenance companies who are not site supervisors, managers or clerical personnel shall also be trained in BMPs through an approved best management practices training program or by the company or a contractor of the company. The training shall also include the more stringent requirements set forth in sections 2-14-62 through 2-14-71 of this chapter. Training may be provided by a certified site supervisor or manager employed by the company. Training shall be required of all personnel of such companies within five hundred forty-five (545) days of adoption of this chapter, or within ninety (90) days of initial employment, whichever occurs later. Prior to the successful completion of said program, each employee shall work under the direct physical supervision of a certified landscape maintenance employee. Landscape maintenance companies shall maintain written records of compliance with this provision and shall present training records to any authorized official of the county, upon request. Certifications issued to employees of lawn and landscape maintenance companies by other Florida counties and cities with equivalent approved best management practices training program requirements will be recognized by the county as meeting the certification and training requirements of this subsection.
 - (d) All commercial and institutional applicators, site supervisors and managers of professional landscape maintenance companies, government and institutional landscape supervisors, and any employee of a lawn and landscape maintenance company shall abide by best management practices for which they have been trained or certified, as well as the provisions of this chapter.
 - (e) A vehicle decal issued by the county indicating that the company is in compliance with the training and certification requirements of this section shall be affixed and maintained on the exterior of all vehicles and/or trailers used by the company in connection with landscape maintenance activities and/or the application of fertilizer within the area regulated by this chapter. The vehicle and trailer decals shall be provided by the county upon submittal of demonstration of compliance by the company with the certification and training requirements of this section.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-71. Enforcement.

- (a) Violations of this chapter may be prosecuted and punished as provided in Section 125.69, Florida Statutes. Each day any violation exists shall constitute a separate offense.
- (b) This chapter may be enforced in accordance with Chapter 162, Florida Statutes, and section 2-2-25 of the Manatee County Code of Ordinances.
- (c) Notwithstanding any other provision of this chapter, the county may also enforce this chapter by actions at law or in equity for damages and injunctive relief. In the event the county prevails in any such action, the county shall be entitled to an award of costs and attorney's fees.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-72. Recommendations.

- (a) A voluntary six-foot low-maintenance, no-mow zone is recommended from those areas described as fertilizer-free zones in section 2-14-67 in order to reduce the potential for fertilizer residue entering adjacent water bodies and wetlands. A swale/berm system is recommended for installation at the landward edge of this low-maintenance zone to capture and filter runoff. No vegetative material shall be deposited or left remaining in the low-maintenance zone or in the water body or wetland. Care should be taken to prevent the overspray of aquatic weed products in the low-maintenance zone.

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- (b) It is recommended that the application of fertilizer for properties using reclaimed water service be reduced in accordance with the nutrient level contained in the reclaimed water. This information is available from the county administrator.
 - (c) The county recommends the establishment of training programs using Spanish-speaking certified BMP trainers.
 - (d) The county recommends that private homeowners become familiar with and utilize the recommendations of the UF/IFAS Florida Yards and Neighborhoods program when applying fertilizer.

(Ord. No. 14-41, § 37, 10-7-14)

Sec. 2-14-73. Territory embraced.

The provisions of this article shall embrace all territories within the legal boundaries of Manatee County, Florida, including incorporated and unincorporated areas, unless in conflict with or repealed by a municipal ordinance. In the event of such conflict or repeal, this article shall not be effective within the municipality.

(Ord. No. 14-41, § 37, 10-7-14)

Secs. 2-14-74—2-14-78. Reserved.