

INVITATION FOR BID
No. 24-R083479RB
ROADWAY (ROW) MOWING AND
RELATED SERVICES
DECEMBER 6, 2023

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



**ADVERTISEMENT
INVITATION FOR BID No. 24-R083479RB
ROADWAY (ROW) MOWING AND RELATED SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Roadway (ROW) Mowing and Related Services, as specified in this Invitation for Bid to include mowing and miscellaneous landscape services.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFB is **January 9, 2024 at 1:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7th Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705, and the Bidder's name and total bid amount will be read aloud. Bidders or their representatives may attend the Bid opening.

No review or analysis of the Bids will be conducted at the Bid Opening.

SOLICITATION INFORMATION CONFERENCE:

No Solicitation Information Conference will be conducted for the solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Procurement Division is December 22, 2023. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT: Ryan Blackmer, Procurement Agent III

(941) 749-3074, Fax (941) 749-3034
Email: ryan.blackmer@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO BIDDERS, IFB No. 24-R083479RB

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

A.01 BID DUE DATE

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **January 9, 2024 at 1:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

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

A.02 PUBLIC OPENING OF BIDS

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705, in the presence of County officials. Bidders or their representatives may attend the Bid opening.

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

A.03 SUBMISSION OF BIDS

The contents of the Bid sealed package must include:

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

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFB No. 24-R083479RB, Roadway (ROW) Mowing and Related Services, Bidder's name, and Bidder's address.

Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205

A.04 BID FORMS

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

A.05 ENVIRONMENTAL SUSTAINABILITY

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

A.06 STANDARDS FOR MATHEMATICAL ERRORS

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

A.07 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this IFB are distributed electronically and available for download at no charge at www.mymanatee.org > *Business, Bids and Proposals*. This link is located at the top of the County website home page under the business tab. 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 Bids. Participation in the third-party provider's system is not a requirement for doing business with the County.

Additionally, the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, with the exception of County holidays.

A.08 ADDENDA

Any interpretations, corrections or changes to this IFB will be made by addendum. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org> > Business > *Bids and Proposals*, and any third-party provider's website.

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

A.09 BID EXPENSES

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

A.10 QUESTION AND CLARIFICATION PERIOD

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

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

A.11 FALSE OR MISLEADING STATEMENTS

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid,

and the attribute, condition or capability is a requirement of this IFB. Such Bidder will be disqualified from consideration for this IFB and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.12 UNBALANCED BIDDING

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

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

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

A.13 WITHDRAWAL OR REVISION OF BIDS

Bidders may withdraw Bids under the following circumstances:

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

A.14 JOINT VENTURES

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

A.15 LOBBYING

After the issuance of any solicitation, no prospective Bidders, or their agents, representatives or persons acting at the request of such Bidder, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Purchasing Official or designee, unless otherwise directed by the Procurement.

Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract. This requirement ends upon final execution of the contract or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.16 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred twenty (120) days to provide the goods or services set forth in this IFB or until one or more of the Bids have been duly accepted by County, whichever occurs first.

A.17 ERRORS OR OMISSIONS

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

A.18 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

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

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

A.19 SCRUTINIZED COMPANIES FORM

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

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

A.20 LOCAL PREFERENCE

To qualify for local preference, a local business, as defined in Section A27, Terms and Conditions, must provide certification to County by completing an ‘Affidavit as to Local Business’ form which is available for download at www.mymanatee.org/vendor. Click on ‘Affidavit for Local Business’ to access and print the form. Complete, notarize, and return the original with Bidder’s Bid. It is the responsibility of the Bidder to ensure accuracy of the affidavit and notify County of any changes affecting its local business status.

A.21 COLLUSION

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

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

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

A.22 PUBLIC ENTITY CRIMES

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may

not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

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

A.23 DISCOUNTS AND PRICING

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

A.24 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Purchasing 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, 7th Floor, Suite 705, 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 Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

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

A.25 LICENSES AND PERMITS

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

A.26 CONFLICT OF INTEREST

Manatee County Code of Laws prohibits contracts where conflicts are found to exist. Bidder shall not be currently engaged in, or if awarded, will not become engaged in any obligations, undertakings or contracts that will require Bidder to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

A.27 BASIS OF AWARD

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

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

A.28 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 Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

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

A.29 SOLICITATION SCHEDULE

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

Scheduled Item	Scheduled Date
No Information Conference Scheduled	
Question and Clarification Deadline	December 22, 2023
Bid Response Due Date and Time	January 9, 2024 at 1:00 P.M. ET.
Projected Award	February, 2024

END SECTION A

SECTION B, TERMS AND CONDITIONS

IFB No. 24-R083479RB

B.01 AGREEMENT

The agreement resulting from the acceptance of a bid shall be in the form of a contract and/or a purchase order. This award is valid from date of issuance of Blanket Purchase Order Agreement(s) and is valid for two (2) years from date of award with one (1) additional three (3) year renewal option.

B.02 NON-EXCLUSIVE

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

B.03 CONFIDENTIALITY OF SECURITY RELATED RECORDS

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

B.04 PURCHASING COOPERATIVE

It is the intent of this IFB to include requirements and to obtain bids on behalf of Manatee County. Further it authorizes entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain purchases utilizing the terms, conditions and pricing of this IFB. This opportunity is also made available to all public agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. Manatee County will not be financially responsible for the purchases of other entities utilizing this IFB and any resulting contract or purchase order.

B.05 LOCAL PREFERENCE

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

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.
4. To qualify for local preference under this section, **a local business must certify to County** by completing an “**Affidavit as to Local Business Form,**” which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205.
5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

B.06 SUPPLIER REGISTRATION

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

B.07 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

B.08 APPLICABLE LAWS

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

B.09 TAXES

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

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

B.10 CODE OF ETHICS

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFB, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld.

B.11 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or bid opening should

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

B.12 EQUAL EMPLOYMENT OPPORTUNITY

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

B.13 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES

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

B.14 QUALITY

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

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

B.15 DELIVERY

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

B.16 AUTHORIZED PRODUCT REPRESENTATION

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

B.17 ROYALTIES AND PATENTS

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

B.18 PUBLIC RECORDS

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

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

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

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

1. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845,
EMAIL: LACY.PRITCHARD@MYMANATEE.ORG,
MAIL: ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE
WEST, BRADENTON, FL 34205.

B.19 TRADE SECRETS

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

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

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

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

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
2. 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
3. That after notice from County that a public records request has been made pursuant to Bidder’s bid, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

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

B.20 ePAYABLES

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

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

If Bidder is interested in participating in this program, the ePayables Application is available by contacting the Clerk of Court, Accounts Payable Supervisor at (941) 749-1800.

B.21 FUNDING

This IFB is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions herein. The County shall provide prompt written notice to the successful Bidder that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this IFB, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated whichever occurs first, be thereafter released of all further obligations in any way related to this IFB.

B.22 CONDITIONS FOR EMERGENCY EVENTS

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

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

B.23 TERMINATION

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

The County reserves the right to terminate any contract entered into pursuant to this IFB, in part or in whole, or place the successful Bidder on probation in the event it fails to perform in accordance with the terms and conditions stated herein. Notification will be made by providing written notice of such failure or default and by specifying a reasonable time period within which the successful Bidder must cure any such failure to perform or default. If the successful Bidder fails to cure the default within the time specified, the County may then terminate the

subject contract by providing written notice to the successful Bidder. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances and/or policies. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.

B.24 PRECEDENCE

Statements contained in the Scope of Service or Bid Summary Sections of this IFB, which vary from the information contained in Sections A and B, shall have precedence.

B.25 E-VERIFY

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

Only those individuals determined eligible to work in the United States shall be employed under this contract. By submission of a bid in response to this IFB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

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

B.26 SUBCONTRACTORS

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

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

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

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

Bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

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

B.27 RECOMMENDATION FOR AWARD

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

END SECTION B

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
IFB No. 24-R083479RB**

The undersigned acknowledges receipt of the following addenda:

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Print or type Bidder's information below:

Name of Bidder: _____

Telephone Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Website Address: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

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

ATTACHMENT B, BID SIGNATURE FORM
IFB No. 24-R083479RB

The undersigned represents that:

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

Print or type Bidder's information below:

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

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

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION**

IFB No. 24-R083479RB

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

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

_____ [Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family

members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Supplier Signature]

STATE OF _____
COUNTY OF _____

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

Notary Public Signature

My commission expires _____

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

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

ATTACHMENT D, INSURANCE REQUIREMENTS

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

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$5,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker’s Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

OTHER INSURANCES

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

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

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

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper’s Liability Insurance

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

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

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

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or

organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

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

Manatee County, a Political Subdivision of the State of Florida

Attn: Risk Management Division

1112 Manatee Avenue West, Suite 969

Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
4. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

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

[Remainder of page intentionally left blank]

ATTACHMENT D, SUPPLIER'S INSURANCE STATEMENT
IFB No. 24-R083479RB

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

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

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

**ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT
IFB No. 24-R083479RB**

STATE OF _____

COUNTY OF _____

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

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

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

DATED this _____ day of _____, 20____.

CONSULTANT Signature

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

Notary Signature
Commission No. _____

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

ATTACHMENT F, DRUG FREE WORK-PLACE CERTIFICATION
IFB No. 24-R083479RB

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

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

for _____ whose business address is
[print name of entity submitting sworn statement]

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

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

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

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

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

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

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

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

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

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

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

[Signature of Owner, Partner, President, CEO or other Authorized Official or Agent of Bidder]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____
who is:

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

My commission expires _____

Notary Public Signature _____

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

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

**ATTACHMENT G - FEE SCHEDULE
FIXED SCHEDULE SERVICES**

Attachment G - Fee Schedule is available as an interactive excel document at: Mymanatee.org; Financial Management Department; Procurement Division; Bids & Proposals

IFB No. 24-R083479RB Roadway Mowing and Related Services

North Zone A (group 3)	Location	Acres	Annual Estimate of Cuts (Full Service)	Full Service - Price Per Cut	Full Service Extended Total	Annual Estimate of Cuts (Partial Service)	Partial Service - Price Per Cut	Partial Service Extended Total
N-1	415 11th St W	0.14	17		\$0.00	4		\$0.00
N-3	17th St E from 8th Ave W to 16th Ave E (Canal Rd)	5.98	17		\$0.00	4		\$0.00
N-4	17th St E from Ellenton-Gillette Rd to east of 38th Ave Dr E	1.27	17		\$0.00	4		\$0.00
N-6	51st Ave E from US 301 to 17th St E	0.66	17		\$0.00	4		\$0.00
N-8	69th St E from US 41 N to S.E end of "S" curve	0.60	17		\$0.00	4		\$0.00
N-11	US 19 at Terra Ceia bridge	1.49	17		\$0.00	4		\$0.00
N-12	US 41 N from US 301 off-ramp to 23rd St E	0.77	17		\$0.00	4		\$0.00
N-13	US 41 N at Frog Creek north of I-275	0.54	17		\$0.00	4		\$0.00
N-14	Palmetto MCA Station corner of 8th Ave W & 19th St W	0.88	17		\$0.00	4		\$0.00
N-15	Ellenton-Gillette Rd from US 301 to 14th St Ct E	0.90	17		\$0.00	4		\$0.00
N-16	29th St E from RR tracks to 16th Ave E (Canal Rd)	1.52	17		\$0.00	4		\$0.00
N-21	Bayshore Rd from US 41 to 72nd St Ct E	0.92	17		\$0.00	4		\$0.00
N-24	Streets of Rubonia	3.15	17		\$0.00	4		\$0.00
Group 3	NORTH ZONE A - TOTAL (13 locations)	18.82			\$0.00			\$0.00

**ATTACHMENT G - FEE SCHEDULE
FIXED SCHEDULE SERVICES**

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IFB No. 24-R083479RB Roadway Mowing and Related Services

North Zone B (group 4)	Location	Acres	Annual Estimate of Cuts (Full Service)	Full Service - Price Per Cut	Full Service Extended Total	Annual Estimate of Cuts (Partial Service)	Partial Service - Price Per Cut	Partial Service Extended Total
N-5	29th St E from 60th Ave E to end of guard rail	0.83	17		\$0.00	4		\$0.00
N-7	60th Ave E from Mendoza Rd to US 301 including 20th St E	2.06	17		\$0.00	4		\$0.00
N-9	Buffalo Rd from 69th St E to 77nd St E	4.46	17		\$0.00	4		\$0.00
N-10	Fort Hamer Rd from US 301 to Manatee River bridge	17.07	17		\$0.00	4		\$0.00
N-17	Fort Hamer Rd bridge approaches to south of Upper Manatee	5.83	17		\$0.00	4		\$0.00
N-18	US 301 from CR 675 to RR tracks (5 medians, 2 welcome signs)	0.11	17		\$0.00	4		\$0.00
N-19	Fort Hamer Rd from US 301 to Erie Rd	16.71	17		\$0.00	4		\$0.00
N-20	Mendoza Rd from Victory Rd to I-75 overpass	1.40	17		\$0.00	4		\$0.00
N-22	Erie Rd from 69th St E to Ft. Hamer Rd	9.67	17		\$0.00	4		\$0.00
N-23	Old Tampa Rd US 301 to 91st Ave E	2.00	17		\$0.00	4		\$0.00
Group 4	NORTH ZONE B - TOTAL (10 locations)	60.14			\$0.00			\$0.00

**ATTACHMENT G - FEE SCHEDULE
FIXED SCHEDULE SERVICES**

Attachment G - Fee Schedule is available as an interactive excel document at: Mymanatee.org; Financial Management Department; Procurement Division; Bids & Proposals

IFB No. 24-R083479RB Roadway Mowing and Related Services

		Acres	Annual Estimate of Cuts (Full Service)	Full Service - Price Per Cut	Full Service Extended Total	Annual Estimate of Cuts (Partial Service)	Partial Service - Price Per Cut	Partial Service Extended Total
Miscellaneous Services (NOT INCLUDED IN BASIS OF AWARD)								
1	Bush Hog Mowing (non-scheduled, as needed, per acre)	per 1 acre						
2	Emergency Full-Service (non-scheduled, as needed, per acre)	per 1 acre					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 1 acre		N/A				
6	Additional Litter Control & Removal of County mowing zones	per 1 acre						

ATTACHMENT H - FEE SCHECULE - AS REQUIRED SERVICES - Attachment H - Fee Schedule is available as an interactive excel document at: Mymanatee.org; Financial Management Department; Procurement Division; Bids & Proposals

IFB No. 24-R083479RB Roadway Mowing and Related Services

The following prices and for services utilized on an "as required basis only" as authorized by the County. Bidding on this section is encourage but not mandatory and will not be used to determine award.

a		<p>MARK UP - All materials/goods pricing (trees, plants, sod, plugs, sprinkler materials, etc.) shall be at Contractor's discounted cost plus the Contractor's markup percentage for profit: (markup not to exceed 30% of cost); <i>Note: Original material invoice to be submitted with request for payment.</i></p>		<p>_____ % markup</p>	
b	Hourly Rates - Labor				
	The work specified in this section includes the furnishing of labor and equipment billed at an hourly rate.			Unit of Measure	Unit Price
	a.	Crew Lead		Hour	\$
	b.	Crew Member		Hour	\$
	c.	Certified Arborist		Hour	\$
	d.	Dump Truck		Hour	\$
	e.	Grapple Truck		Hour	\$
	f.	Chipper		Hour	\$
	g.	ATV		Hour	\$
	h.	Bucket Truck		Hour	\$

Landscape Section

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

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
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	\$	

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	\$
h		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	\$
	c.	Groundcover Fertilization	Sq Yd	\$
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	\$
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	\$	

		Sodding		
k		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.	Unit of Measure	Unit Price
<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	\$
		Mulch		
		The Contractor to supply and install to County specifications.	Unit of Measure	Unit Price
l	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	\$

m		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. Group M is for trees and palms NOT included in mowing of fixed 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	\$
n		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	\$	
o		Landscape Edging		
		Areas identified outside of ROW service requirements. Edging to be completed with a metal blade edge. 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	\$

p		Monofilament Trim		
		Line whipping of specified areas	Unit of Measure	Unit Price
	a.	Monofilament Trim	Sq Ft	\$
q-1		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	\$	
q-2		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	\$	
q-3		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	\$	

Hardscape Section

Hardscape Section				
r		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	\$	
s		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	\$	
t		Roadside Ditch Bushhog Mowing		
		Mowing of roadside, ditches and line whipping around obstacles and trash picked up and removed.	Unit of Measure	Unit Price
a.	Price per acre	Acre	\$	

**EXHIBIT 1, SCOPE OF WORK
IFB No. 24-R083479RB**

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.

1.02 SCOPE OF SERVICES

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

Landscape Maintenance Program (fixed schedule services – ATTACHMENT G)

The landscape maintenance program is to be engaged in the areas designated in the specifications (roadside, medians, roads, etc.) and graphically presented on the maps contained in Exhibit 3.

The Contractor shall furnish all labor, material, equipment, and supervision needed to maintain the landscaping and irrigation along various Manatee County roadways in the designated zones. The work includes, but is not limited to, mowing, edging, weeding, bush and vegetation trimming, line trimming, and tree pruning, use of herbicide with blue colorant. It shall be the responsibility of the Contractor 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 Contractor. At no time shall grass, vines or brush be growing on or growing through a fence, guardrail or handrail that is County owned. This will be maintained utilizing manual, mechanical, or herbicide control. Herbicide use must be approved by the CCM (County Contract Manager or designee) and consideration to type of vegetation must be given. Trees that grow from private property will be always cut back even with the fence to ensure complete mowing of the designated area. If there is not a fence, then brush will be cut to the Right of Way (ROW) line or as determined by the CCM. Herbicide application will be needed where asphalt meets a curb extending out twelve (12) inches for both medians and sidewalks.

Contractors 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.

Landscape Maintenance Program (as required services – ATTACHMENT H)

The County anticipates the potential to require these services during the life of this agreement. At this time, the number of times and frequency cannot be predicted. This section is for non-regular, intermittent services including, but not limited to, tree and shrub removal or installation, hydroseeding and sodding, mulch, tree maintenance, road edging and blowing, landscape edging, line trimming, improved and unimproved lot mowing, irrigation repair, trash removal services and roadside ditch mowing as described below.

The County reserves the right to competitively bid as required services or use the bid pricing on Exhibit B-1 from the Contractor on a case-by-case basis upon evaluation of the circumstances at the time of need.

1.03 DEFINITION OF SERVICES

A) Full-Service Event (described as “full service” on *ATTACHMENT G*) for each roadway shall include the following services:

- Trash/Debris - Trash and debris shall be removed prior to mowing.
- Mow - Cutting of grass
- Edging - Edging of grass from sidewalks and curbs. Roadways, keeping the edge of asphalt exposed when without curb, shall be chemically edged).
- Line trimming- Line trimming of grass from poles, posts, signs, guardrail and other areas not able to be mowed.
- Weeding - Mechanical or chemical weed control of plant beds, sidewalks, curbs out to 12” and the entire marked bike lanes.
- Trees and shrubs - Trimming trees and shrubs (minimum of two feet behind curb or all edges of sidewalk) back from sidewalks and bike lanes and suckering of trees in the medians. Shaping of overgrown shrubs inside the mowing area as needed. This includes the removal of branches hanging low that are preventing the contractor from mowing the mapped area within the ROW. Trimming to ANSI A300 standards is required where applicable.
- Blow - Removal of grass and debris (leaf debris, gravel, vehicle debris) from sidewalks, bike lanes, roadways, and driveways by sweeping or blowing.
- Provide Daily Work Sheet – Contractor shall submit documentation for each day’s completed work via email to the CCM at the end of the respective workday.

B) Partial-Service Event (described as a “partial service” on *ATTACHMENT G*) for each roadway 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 the edge of pavement and the entire marked bike lanes.
- Trees - Trimming trees and shrubs (minimum of two feet behind curb or all edges of sidewalk) 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 – Contractor 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 Contractor shall bid a per acre price for bush hog mowing at various locations throughout the County. The County anticipates using this service, but the number of acres, location within the County 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 Contractor. The County anticipates using this service but the number of acres, location within the County and frequency cannot be determined by the CCM but these categories will be for areas not determined to need regular and permanent, on-going service.

The Contractor shall bid a per acre price for Emergency Full-Service Event, 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 Contractor must trim trees and shrubs to always maintain a vertical clearance of 18 feet over roads and bike lanes (minimum of two feet behind curb or edge of pavement). 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 trimmed. The Contractor must trim trees and shrubs to always maintain a vertical clearance of 10 feet over sidewalks and a horizontal clearance of (two) 2 feet on all sides of the sidewalk. Contractor should ensure that at no times shall shrubs and trees be allowed to impede pedestrians on the sidewalk. Limbs and debris shall be removed from each worksite by the end of the day. All sidewalks need to be blown off after all work.

G) Authorization for Chemical Maintenance Activities

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

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

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

H) Turf Maintenance – Mechanical

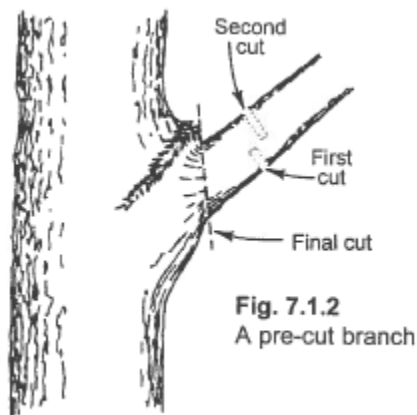
a) Mowing frequency – General cut cycle is two (2) full-service cycles per month from June to October and one (1) full-service cycle from November to May. However, depending on seasonal weather conditions, areas listed may be restricted to no cuts for the month, a partial service event or may require additional services in a given calendar month. Contractor shall provide mowing as instructed by the County.

b) Line-Trimming – Line trimming of grass from around poles, posts, signs, guardrail, trees, and other areas not able to be mowed with large mowers will be required. 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 4” to 6” from the base of the obstacle. Blue colorant is required in all herbicide applications. The misuse or overuse of chemical spraying whereas to create large areas of dead turf will not be allowed. At such times,

the use of chemical maintenance activities may be suspended or revoked. When areas are too wet to safely mow without damaging turf, then line-trimming 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, a white or yellow line). Chemical edging around signs, pedestals and edge of pavement shall only be permitted with the permission of the CCM.

d) **Brush/tree trimming** – Contractor is required to trim trees and brush to maintain an 18’ vertical clearance over bike lanes and 10’ vertical clearance over sidewalks and a 24” horizontal clearance along sidewalks and curbs. At no time shall brush/trees be growing horizontally out over the sidewalk into the path of pedestrians. Trim trees to ANSI A300 standards is required where applicable. See figure 7.1.2 ANSI A300 manual as shown below.



e) **Litter control and removal** – Litter pertains to all dead drop from all trees, fallen palm fronds, vegetation, and all inorganic trash. Removal shall be performed prior to each mowing. The Contractor shall blow off all sidewalks and roadways after each mowing and tree/vegetation 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 Contractor activity at site shall be the responsibility of the Contractor. Damage caused by the Contractor shall be repaired in a manner acceptable to the County and at the expense of the Contractor.

I) Turf Maintenance – Chemical

Weed Control – Any chemical application will require prior approval from the CCM. All medians with grasses growing up through the concrete or pavement, sidewalks, curb and bike lanes shall be maintained weed free. Hand weeding or a non-selective post/pre-emergent herbicide 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. Lane striping on the edge of the road or edge of asphalt will need to be always exposed.

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. All trimmings will be picked up and removed from the site.

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

Note – The Contractor must maintain a vertical clearance of 10 feet over sidewalks and 18 feet over bike lanes and roadways and a minimum of two feet behind curb, edge of pavement or edge of sidewalk 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 04 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 Contractor is unable to print in color, or if the clarity is not clear, Contractor shall contact the Procurement Operations Division at 941-749-3014.

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 road 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.

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.

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 average price per acre for roads in that zone. This price per acre will be used to add the new roadway to (or remove the deleted roadway from) the Contractor's service requirement and invoicing. Consideration will be given for unusual ROW conditions. The CCM will notify the Contractor 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 *Reference: Fee's – As Required – ATTACHMENT H*

Note: Bidding on this section is encourage but not mandatory and will not be used to determine award.

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

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 any root that protrudes above grade and is a public safety issue. These roots shall be removed by a machine that cuts the wood into very small pieces (chips). Stump grinding is done to a depth of six (6) inches below surrounding grade. All chips are to be removed and the hole backfilled with clean dirt.

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 Contractor 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 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 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. Sod edges need to be tightly packed on all edges.

i) 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 County 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.

ii) 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 tightly packed, 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 County. Remove any sod as directed by the County.

Thoroughly water the sod immediately after placing. Do not water more than 1 inch per week for establishment.

l) Mulch: This section is to supply and install the specified mulch or stone at the direction of the County.

m) Tree Maintenance & Palm Trimming:

NOTE: Tree Maintenance and Palm Pruning in this section are only for areas NOT currently assigned for ROW mowing.

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) Contractor shall trim trees at least to the minimum vertical clearance height over roadways of 18 feet.
- b) Contractor shall trim trees to the minimum vertical clearance height over sidewalks of 10 feet.
- c) Horizontal clearance of all vegetation shall be two (2) feet behind the back of curbs and all edges of sidewalk.
- 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 CONTRACTOR 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.

n) 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. Line trimmers are not to be used in edging. Pricing will be based on lengths greater than and less than a mile.

o) 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. Line trimmers are not to be used in edging.

p) Line Trimming: Use of line 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.

- q) **Mowing:** The mowing of improved and unimproved developed and undeveloped lots. Pricing based on size and height of grass.
- r) **Irrigation Repair:** The repair and maintenance of designated irrigation systems and auxiliary components.
- s) **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.
- t) **Roadside Ditch Bushhog Mowing:** Mowing of roadside vegetation within the designated limits of the right of way utilizing mechanical mowing equipment to maintain vegetation and produce safe roadside conditions by removing line of sight obstructions. This will include trash pickup and removal, roadside ditch mowing, line whipping around obstacles such as guardrails and signs. Generally, this would be completed with a tractor with a boom mower and sidewinder deck. Smaller areas may be completed by line trimming.

1.04 LIQUIDATED DAMAGES

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

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

1.05 DAMAGE MITIGATION

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

1.06 MATERIAL/SAFETY DATA SHEET

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

1.07 REGULATIONS

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

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

1.08 ACCESSIBILITY/ELECTRONIC REPORTING

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

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

1.09 PUBLIC CONVENIENCE AND SAFETY

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

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

1.10 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to this agreement. This is an agreement with Manatee County, by and through its Board of County Commissioners, which can only be amended by the Board of County Commissioners. Within the term of this Agreement, the County's Contract Manager shall have the authority specifically delegated to him as well as the authority to transmit instructions, receive information, interpret, and define the policy of the County and make decisions pertinent to services covered by this Agreement. The County's Contract Manager shall have the

right to designate such other employees of Manatee County as he desires to serve in his absence and may delegate to such other all or part of the authority delegated to him herein. The County reserves the right to designate a different CCM, provided that the Contractor is given written notice thereof.

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

1.11 SUPERVISION

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

1.12 SUB-CONTRACTORS

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

1.13 SITE INSPECTION

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

1.14 WORKING HOURS

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

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

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

1.15 WORK AUTHORIZATION

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

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

Non-Emergency: Work authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice (email and/or release order) from the CCM. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the service, and schedule for final performance inspection. Work will be initiated within ten (10) business days after Contractor is notified of non-Emergency work.

1.16 INVOICES AND TIME OF PAYMENT

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

1.17 BLANKET PURCHASE ORDERS

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

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

END EXHIBIT 1

**EXHIBIT 2, MINIMUM QUALIFICATIONS
IFB No. 24-R083479RB**

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

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

No documentation is required. The County will verify registration.

2. Bidder must possess a current, valid Green Industries Best Management Practices certificate issued by the Florida Department of Agriculture and Consumer Services (FDACS).

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

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

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

4. Bidder must possess a current valid Applicators license with a Right of Way (ROW) Category 6 endorsement and Ornamental and Turf endorsement issued by the Florida Department of Agriculture.

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

5. Bidder must, at a minimum, employ at least one individual who possesses a current, valid Arborist Certification issued by the International Society of Arboriculture (ISA). NOTE: only required if bidding on Group M, Tree Maintenance and Palm Trimming.

Provide a copy of qualified Arborist Certification issued by ISA.

6. The Bidder has provided full-time landscaping services, within a 100-mile radius of Manatee County for at least three (3) clients since November 1, 2020.

Provide the following information for the three (3) qualifying clients.

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

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

No documentation is required. The County will verify.

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

No documentation is required. The County will verify.

9. Bidder is not on the FDOT Contractor Suspension List

No documentation is required. The County will verify.

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

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

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

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

NO

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

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

END EXHIBIT 2

EXHIBIT 3, MAPS

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

EXHIBIT 4, SAMPLE TERMS AND CONDITIONS TERMS AND CONDITIONS

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