

ITQ NO. 21-R076625TB
PORTABLE SANITATION
SERVICES
(NIGP CODE:977-73)
APRIL 29, 2021

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



**NOTICE TO BIDDERS, ITQ NO. 21-R076625TB
PORTABLE SANITATION SERVICES**

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

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is **May 20, 2021 at 3:00 P.M. ET.** Quotes must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

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

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by May 11, 2021. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT:

Tianna Boswell, Buyer

(941) 749-3043, Fax (941) 749-3034

Email: tianna.boswell@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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EXHIBITS

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1.0 Background and Contact Information

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

1.01 Background

The County's Property Management Department requires portable sanitation services for countywide facilities on an as-needed basis. The intent of this ITQ is for the County to establish an Agreement with a qualified Supplier for the provision of portable sanitation services on an as-needed basis. The Agreement resulting from the County's acceptance of a Quote will be made by issuing a zero-dollar Blanket Purchase Order to the Supplier. The County will place orders with the Supplier, on an as-needed basis, via Release Orders issued against the Blanket Purchase Order. The County reserves the right to award multiple Bidders.

1.02 Contact Information

The County representative regarding this ITQ is:

- **Tianna Boswell, Buyer**
- tianna.boswell@mymanatee.org
- **(941)749-3043**

2.0 Due Diligence

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

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

3.0 Scope

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

4.0 ITQ Schedule

<u>Scheduled Item</u>	<u>Scheduled Date</u>
Question and Clarification Deadline	May 11, 2021
Final Addendum Posted	TBD
Offer Response Due Date and Time	May 20, 2021 at 3:00 P.M.
Projected Award	June of 2021

5.0 Quote and Submission Process

5.01 Quote

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

5.02 Submission Process

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at tianna.boswell@mymanatee.org or deliver to the Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

6.0 Term

6.01 Term

The term of this Agreement shall be for three (3) years with two (2) additional one-year renewal options.

6.02 Terms and Conditions

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

6.03 Payment and Invoices

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

6.04 Taxes

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

7.0 Quote Requirements

7.01 ITQ Process

This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder

does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase Order based to the lowest responsible, responsive Bidder. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

7.02 Rejection of Quotes

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

7.03 Cost of Preparation

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

7.04 Questions and Addenda

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

7.05 Additional Information and Presentations

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

7.06 Government Entities

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

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

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

7.07 Basis of Award

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

7.08 Tie Bids

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

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

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

8.0 ITQ General Terms and Conditions

8.01 Binding Offer

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

8.02 Insurance Requirements

Successful Bidder must maintain the insurance limits and coverages, as identified in Section 9.0, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

8.03 Public Entity Crimes

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

8.04 Drug-Free Workplace Program Certification

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

8.05 Convicted Vendor List

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

8.06 Collusion

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

8.07 Public Disclosure

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

8.08 Procurement Protest Policy

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

8.09 Disclosure

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

Quotes become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Quotes shall be conducted at the public opening.

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

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

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

must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

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

8.10 Trade Secrets

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

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

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

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

- A. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
- B. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- C. That after notice from County that a public records request has been made pursuant to Bidder's Quote, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately,

but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

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

8.11 Confidentiality of Security Related Records

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

- i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
- ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
- iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.

B. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

8.12 E-Verify

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

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

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

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

8.13 Lobbying

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

8.14 License and Permits

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

8.15 Health Insurance Portability and Accountability Act (HIPAA)

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

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the County any non-permitted use or disclosure;

- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making PHI available to the customer;
- F. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- G. Making PHI available to the County for an accounting of disclosures; and
- H. Making internal practices, books, and records related to PHI available to the County for compliance audits.

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

8.16 Minority and/or Disadvantaged Business Enterprise

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

8.17 Quantities

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

8.18 ePayables

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

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

9.0 Insurances

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole

responsibility of successful Bidder. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

OTHER INSURANCES

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)

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

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

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

- C. The project's solicitation number and title shall be listed on each certificate.
- D. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- E. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

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

[Remainder of page intentionally left blank]

ATTACHMENTS

Bidder must complete and return all Attachments with its Quote.

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder’s information below:

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

ATTACHMENT B, BIDDER’S SIGNATURE FORM

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 ITQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent’s Response may be determined non-responsive; and
- (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:

Signature of Authorized Official / Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Name of Bidder: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Website URL: _____

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

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

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

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee
County, the State of Florida, or any other public entity, including, but not limited to the
Government of the United States, any state, or any local government authority in the United
States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in
restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the
County's Purchasing Director, reflects negatively upon the ability of the person or entity to
conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which
is a matter of record, but has not been prosecuted for such conduct, or has made an admission
of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An
admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or
has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant
to the direction or authorization of an official thereof (including the person committing the
offense, if he is an official of the business entity), the business shall be chargeable with the
conduct herein above set forth. A business entity shall be chargeable with the conduct of an
affiliated entity, whether wholly owned, partially owned, or one which has common ownership
or a common Board of Directors.

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

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

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

[Signature of Bidder's Authorized Official]

STATE OF _____
COUNTY OF _____

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

By _____ who is

Personally known OR Produced identification

Type of identification] _____

Notary Public Signature: _____

My commission expires: _____

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

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

ATTACHMENT D, INSURANCE STATEMENT

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

Bidder Name: _____ Date: _____

Signature (Authorized Official):

Printed Name/Title:

Insurance Agency:

Agent Name: _____ Agent Phone: _____

ATTACHMENT E, DRUG-FREE WORKPLACE CERTIFICATION

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

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

_____ [print individual's name and title]
for _____

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

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free 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 work place;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, 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 work place 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 work place 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]

STATE OF FLORIDA
COUNTY OF _____

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

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

My commission expires _____

Notary Public Signature

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

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

**ATTACHMENT F, QUOTE FORM
ITQ NO. 21-R076625, PORTABLE SANITATION SERVICES**

GROUP A					
PORTABLE SANITATION RENTAL UNITS					
<p>The following prices are for the rental of portable sanitation units for specific periods of time: daily, weekly, monthly, and yearly. The Unit Price shall include all fees to furnish, deliver, setup, maintain, service, and remove the portable sanitation units on an as-needed basis, to various County locations, in accordance with all applicable laws, regulations, and ordinances, including but not limited to the Florida Administrative Code 64E.</p>					
Item	Description	U/M	Unit Price	Estimated Qty	Extended Price
1A	Daily Rental (24 hours to 4 days), Regular or Handicapped	Day	\$	X 10 =	\$
2A	Daily Rental (24 hours to 4 days), Regular or Handicapped, portable unit with trailer	Day	\$	X 10 =	\$
3A	Weekly Rental (5-7 days), Regular or Handicapped (2 services per week)	Week	\$	X 6 =	\$
4A	Weekly Rental (5-7 days), Regular or Handicapped (3 services per week)	Week	\$	X 2 =	\$
5A	Monthly Rental (31 days), Regular or Handicapped (2 services per week)	Month	\$	X 12 =	\$
6A	Monthly Rental (31 days), Regular or Handicapped (2 services per week), portable unit with trailer	Month	\$	X 10 =	\$
7A	Monthly Rental (31 days), Regular or Handicapped (3 services per week)	Month	\$	X 10 =	\$
8A	Yearly Rental (365 days), Regular or Handicapped (2 services per week)	Year	\$	X 1 =	\$
9A	Yearly Rental (365 days), Regular or Handicapped (3 services per week)	Year	\$	X 1 =	\$
10A	Service Calls (Non-routine, i.e., upright tipped over unit)	Each	\$	X 5 =	\$
GROUP A TOTAL: (Sum of Extended Prices from Items 1A thru 10A)					\$

GROUP B

**SHORT TERM PORTABLE SANITATION RENTAL UNITS
(SATURDAYS AND SUNDAYS)**

The following prices are for the rental of portable sanitation units for a short period of time. Primarily for Saturday morning rentals. Requests may be for units to be delivered and setup onsite by 7:00 A.M., with removal being late Saturday evening that same date (unless otherwise agreed to). The Unit Price shall include all fees to furnish, deliver, setup, maintain, service, and remove the portable sanitation units on an as-needed basis, to various County locations, in accordance with all applicable laws, regulations, and ordinances, including but not limited to the Florida Administrative Code 64E.

Item	Description	U/M	Unit Price	Estimated Qty	Extended Price
1B	24 Hour Rental (Saturday), Regular or Handicapped	Day	\$	X 10 =	\$
2B	48 Hour Rental (Saturday/Sunday), Regular or Handicapped	Weekend	\$	X 3 =	\$
3B	48 Hour Rental (Saturday/Sunday) with Daily Service , Regular or Handicapped	Weekend	\$	X 5 =	\$
4B	Service Calls (Non-routine, i.e., upright tipped over unit)	Each	\$	X 2 =	\$
GROUP B TOTAL: (Sum of Extended Prices from Items 1B thru 4B)					\$

GROUP C**SPECIAL EVENT SANITATION RENTAL UNITS**

The following prices are for the rental of portable restrooms at special events, i.e., Carnivals, Easter Egg Hunts, Mardi Gras, or any activity that plans for a large group of people for short periods of time. The Unit Price shall include all fees to furnish, deliver, setup, maintain, service, and remove the portable restroom units on an as-needed basis, to various County locations, in accordance with all applicable laws, regulations, and ordinances, including but not limited to the Florida Administrative Code 64E.

Item	Description	U/M	Unit Price	Estimated Qty	Extended Price
RESTROOM RENTALS FROM 1 TO 19 UNITS					
1C	Daily Rental (24 hours), Regular or Handicapped, Weekday (Monday thru Friday)	Day	\$	X 5 =	\$
2C	Weekly Rental (5 days) with daily Service, Regular or Handicapped, Weekday (Monday thru Friday)	Week	\$	X 2 =	\$
3C	Daily Rental (24 hours), Regular or Handicapped, Weekend (Saturday or Sunday)	Day	\$	X 3 =	\$
4C	Weekend Rental (48 hours), Regular or Handicapped, Weekend (Saturday and Sunday) with Daily Service	Weekend	\$	X 3 =	\$
RESTROOM RENTALS FROM 20 TO 39 UNITS (continued)					
5C	Daily Rental (24 hours), Regular or Handicapped, Weekday (Monday thru Friday)	Day	\$	X 2 =	\$
6C	Weekly Rental (5 days) with daily Service, Regular or Handicapped, Weekday (Monday thru Friday)	Week	\$	X 2 =	\$

7C	Daily Rental (24 hours), Regular or Handicapped, Weekend (Saturday or Sunday)	Day	\$	X 2 =	\$
RESTROOM RENTALS FROM 20 TO 39 UNITS (continued)					
8C	Weekend Rental (48 hours), Regular or Handicapped, Weekend (Saturday and Sunday) with Daily Service	Weekend	\$	X 2 =	\$
HANDWASHING FACILITIES (continued)					
9C	Daily Rental (24 hours), Weekday (Monday thru Friday)	Day	\$	X 2 =	\$
10C	Weekly Rental (5 days) with daily Service, Weekday (Monday thru Friday)	Week	\$	X 2 =	\$
11C	Daily Rental (24 hours), Weekend (Saturday or Sunday)	Day	\$	X 2 =	\$
12C	Weekend Rental (48 hours), Weekend (Saturday and Sunday) with Daily Service	Weekend	\$	X 2 =	\$
13C	Service Calls (non-routine, i.e., upright tipped over unit) for all of Group C	Each	\$	X 2 =	\$
GROUP C TOTAL: (Sum of Extended Prices from Items 1C thru 13C)					\$

END OF ATTACHMENT F

EXHIBITS

EXHIBIT 1, SCOPE OF WORK

1.01 BACKGROUND INFORMATION

The County's Property Management Department requires portable sanitation services for countywide facilities on an as-needed basis. The intent of this ITQ is for the County to establish an Agreement with a qualified Supplier for the provision of portable sanitation services on an as-needed basis. The Agreement resulting from the County's acceptance of a Quote will be made by issuing a zero-dollar Blanket Purchase Order to the Supplier. The County will place orders with the Supplier, on an as-needed basis, via Release Orders issued against the Blanket Purchase Order. The County reserves the right to award multiple Bidders.

1.02 SCOPE

The Successful Bidder (Supplier) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide portable sanitation services that will meet the requirements of the Agreement.

1.03 SUPPLIER'S REQUIREMENTS

The Supplier shall:

- A. Provide and maintain portable sanitization rental units for the County as requested by the County on an as-needed basis.
- B. Ensure that all portable sanitization rental units are self-contained and are in good usable and secure conditions.
- C. Ensure that all portable sanitization rental units are in sanitary condition upon delivery and after each maintenance service.
- D. Deliver and setup each portable sanitization rental unit in a stable, safe, and secure position for use as directed by the Manatee County Contract Manager (MCCM) or other County designee.
- E. Ensure that each delivery is made within twenty-four (24) hours of issuance of the Release Order to various locations throughout Manatee County.
- F. Remove each portable sanitization rental unit at the end of the rental period.
- G. Provide onsite supervision for delivery, setup, and removal of each portable sanitization rental unit.
- H. Provide weekly maintenance services, two (2) to three (3) times per week, for the portable sanitation rental units as instructed by the MCCM or other County designee.

- I. Provide a written Maintenance Report to the MCCM or other County designee for all maintenance services performed, detailing the conditions and status of the portable sanitization rental units.
- J. Ensure that all Maintenance Reports include the following:
 - i. Arrival and departure times of every technician on the job.
 - ii. Date and location of services performed.
 - iii. Parts, equipment, and service materials provided.
 - iv. Details of all conditions found which may adversely affect the proper function of the portable sanitization rental units.
- K. Provide a signed hardcopy of the Maintenance Report to the MCCM or other County designee after services have been performed at the service site.
- L. Ensure that the rental rates for the portable sanitization units are for the duration of the rental period as quoted in Attachment F, Quote Form, and that they include delivery, setup, removal, servicing, and maintenance. Any partial month usages after an initial month rental shall be prorated at the monthly rate, divided by thirty (30), and then multiplied by the number of days the portable sanitization rental unit was utilized by the County.
- M. Provide an itemized invoice for each portable sanitization rental unit requested by the County. All invoices shall include the following:
 - i. Breakdown of all portable sanitization units rented and the specified rental period.
 - ii. Requestor of each portable sanitization rental unit.
 - iii. Location of each portable sanitization rental unit.
 - iv. Rental period (i.e., day/week/month/year).
- N. Ensure all invoices are sent monthly to:

Manatee County Clerk of the Circuit Court
PO Box 1000
Bradenton, FL 34206-1000
Or e-mailed to: invoice@manateeclerk.com

1.04 COUNTY RESPONSIBILITIES

The County shall:

- A. Ensure Supplier's work is within the parameters of satisfactory performance.
- B. Allow the Supplier to remedy any failed services, delays, or conflicts within a notified timeframe.

- C. Obtain services from an alternate supplier if work is not corrected or the Supplier fails to remedy any problems that arise.

1.05 REGULATION REQUIREMENTS

The Supplier shall meet the following regulation specifications: All removal and disposal methods shall be in compliance with federal, state, and local rules and regulations (including but not limited to the Florida Administrative Code 64E). The Supplier shall assume complete responsibility that all laws and regulations regarding the processing and removal of waste materials are utilized during performance of the services outlined herein. The County will accept no liability. The Supplier shall provide transportation of the waste material in such a manner as to properly contain any contents/contaminants from escaping/leaking and causing contamination of the surrounding environment.

1.06 EMERGENCY REQUIREMENTS

In the event of a natural or manmade disaster (i.e., tornado, explosion), the Supplier shall respond within seventy-two (72) hours after being contacted by the County. This response shall be targeted to initiate delivery of units to sites as designated by the County. The Supplier shall provide the County with a twenty-four (24) hour, seven (7) days a week emergency activation number for notifications.

END OF EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirements:

- 2.01** Bidder must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

- 2.02** Bidder must have provided services for at least three (3) clients each of which included the following components: rental service, installations, and maintenance of portable sanitation rental. The services must have been provided within the last five (5) years.

Provide the following information for the three (3) qualifying clients: a) Name of client; b) Client location (city/state); c) Client contact name; d) Client contact phone; e) Client contact email; f) Service dates (start/end); and g) Components.

- 2.03** Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five (5) years.

Bidder must complete and submit Attachment C, Public Contracting and Environmental Crimes Certification, with its Quote.

- 2.04** Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify.

- 2.05** If Bidder is submitting as a joint venture, Bidder 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 for submission of Quotes in response to this ITQ.

If Bidder is submitting as a joint venture, Bidder must provide a copy of their approved filing with the Florida Department of Business and Professional Regulation.

- 2.06** Bidder has no reported conflict of interests in relation to this ITQ.

If Bidder has no reported conflict of interests in relation to this ITQ, Bidder must provide a statement to that effect. If Bidder has conflict of interests in relation to this ITQ, Bidder must disclose the name of any officer, director or agent who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches.

END EXHIBIT 2

EXHIBIT 3, SAMPLE AGREEMENT



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

[SUPPLIER NAME]

SAMPLE

AGREEMENT FOR [TITLE]

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

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

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain SUPPLIER to provide the goods described in this Agreement; and

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

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

ARTICLE 1. EXHIBITS INCORPORATED

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

- Exhibit A Scope of Work
- Exhibit B Pricing Schedule
- Exhibit C Affidavit of No Conflict
- Exhibit D Insurance Requirements

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

ARTICLE 2. SCOPE OF WORK

SUPPLIER agrees to provide the goods as set forth in **Exhibit A**, Scope of Work (“Goods”).

ARTICLE 3. AGREEMENT TERM

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

ARTICLE 4. COMPENSATION

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

The maximum not-to-exceed amount for the provision of Goods hereunder shall not exceed [Amount In Words], [amount in numerals].

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. COUNTY shall approve of all invoices prior to payment.
- B. COUNTY shall have forty-five (45) days from the receipt of a proper invoice seeking payment of the invoice amount.
- C. COUNTY will notify SUPPLIER that the delivered Goods, or any part thereof, is unacceptable, within twenty (20) days of receipt of an invoice and provide SUPPLIER an opportunity to cure the deficiency.
- D. If an invoice is rejected by the COUNTY and the SUPPLIER submits a corrected invoice which resolves the deficiency, the corrected (proper) invoice will be paid or rejected on the later of:
 - 1. Ten (10) business days after the date the corrected invoice is stamped as received; or
 - 2. If approval by the Manatee County Board of County Commissioners (“Board”) is required, the first business day after the next regularly scheduled meeting of the Board held after the corrected invoice is stamped as receive.
- E. Any dispute between COUNTY and SUPPLIER with regard to the invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 9 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF SUPPLIER

- A. SUPPLIER shall provide the Goods in accordance with the terms and conditions of this Agreement.
- B. SUPPLIER shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Goods. SUPPLIER attests to this via an Affidavit of No Conflict, **Exhibit C**.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Goods. COUNTY reserves the right to designate a different County Representative, provided that SUPPLIER is given written notice thereof.
- B. COUNTY shall perform the responsibilities enumerated in this Article at no cost to SUPPLIER.

ARTICLE 8. TERMINATION OF AGREEMENT

- A. TERMINATION FOR CAUSE:
 - 1. COUNTY shall have the right, by written notice to SUPPLIER, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide Goods that comply with the specifications herein or that fail to meet COUNTY's performance standards;
 - b. Failure to deliver the Goods within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
 - 2. Prior to termination for default, COUNTY shall provide adequate written notice to SUPPLIER, affording SUPPLIER the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
 - 3. Such termination may also result in suspension or debarment of SUPPLIER in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER'S default of the Agreement.

4. In the event of termination of this Agreement, SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, SUPPLIER shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, SUPPLIER shall stop delivery of any and all Goods on the date specified in the notice.

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 9. DISPUTE RESOLUTION

A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.

B. SUPPLIER agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 10. COMPLIANCE WITH LAWS

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

ARTICLE 11. NON-DISCRIMINATION

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

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

ARTICLE 13. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 14. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 15. INSURANCE

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

ARTICLE 16. SOLICITATION OF AGREEMENT

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

ARTICLE 17. ASSIGNMENT AND SUBCONTRACTING

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

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

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

ARTICLE 18. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

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

ARTICLE 19. LIABILITY FOR NEGLIGENCE

To the fullest extent allowed by law, the individuals performing work pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, SUPPLIER shall likewise be liable for negligent acts or omissions related to the Goods to be provided under this Agreement.

ARTICLE 20. NOTICES

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

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

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

ARTICLE 21. RELATIONSHIP OF PARTIES

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

ARTICLE 22. NO CONFLICT

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

ARTICLE 23. ETHICAL CONSIDERATIONS

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

ARTICLE 24. PUBLIC ENTITY CRIMES

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

ARTICLE 25. TAXES

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

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

ARTICLE 26. FORCE MAJEURE

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

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

ARTICLE 27. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 28. ATTORNEY FEES

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

ARTICLE 29. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 30. AMENDMENT

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

ARTICLE 31. SEVERABILITY

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

ARTICLE 32. LEGAL REFERENCES

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

ARTICLE 33. HEADINGS, CONSTRUCTION

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

ARTICLE 34. TIME

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

ARTICLE 35. AUTHORITY TO EXECUTE

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

SAMPLE

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

[SUPPLIER NAME]

BY: _____

Printed Name: _____

Title: _____

Date: _____

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

INSERT PROCUREMENT OFFICIAL
Procurement Official

Date: _____

SAMPLE

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

COMPANY

BY: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, FLORIDA
By: Its Board of County Commissioners

BY: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLON RISO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

SAMPLE

EXHIBIT A, SCOPE OF WORK

SAMPLE

EXHIBIT B, PRICING SCHEDULE

A. FEES

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

B. ESCALATION/DE-ESCALATION

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

SAMPLE

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____, as [INSERT TITLE] _____ of [INSERT SUPPLIER NAME] _____ (hereinafter " SUPPLIER"), with

full authority to bind, who being first duly sworn, deposes and says that SUPPLIER:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require SUPPLIER to maintain an adversarial role against the County or that will impair or influence the advice, recommendation 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____.

SUPPLIER Signature

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

[SUPPLIER] _____. He / She is personally known to me or has produced

_____[TYPE OF IDENTIFICATION] as

identification.

Notary Signature

Commission No. _____

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

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

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

OTHER INSURANCES

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment,

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

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

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

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

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

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

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

Bailee's Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

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

SAMPLE

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable To All Policies

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

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

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

- c. The project's solicitation number and title shall be listed on each certificate.
- d. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
- k. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

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

II. BONDING REQUIREMENTS

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

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

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

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

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the SUPPLIER shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division

upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the SUPPLIER until the SUPPLIER has complied with this paragraph.

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

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

[Remainder of page intentionally left blank]

SAMPLE

SUPPLIER'S INSURANCE STATEMENT

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

Date: _____

Supplier's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

SAMPLE

Please return this completed and signed statement with your agreement.