

ITQ No.
19-R070922JP
LANDSCAPE MAINTENANCE
OF COUNTY PONDS (988-36)
APRIL 22, 2019

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



NOTICE TO BIDDERS

NO. 19-R070922JP

Landscape Maintenance of County Ponds

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive quotes from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide Landscape Maintenance of County Ponds, as specified in this Invitation to Quote.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is **May 17, 2019 at 3:00 P.M. ET**. Quotes must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 02:00 P.M. on May 2, 2019 at the Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803 Bradenton, 34205. Attendance for non-mandatory Information Conferences is not required, but is strongly encouraged.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Quote to the Manatee County Procurement Division by May 7, 2019. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section 8.12 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Joe Pretorius, Sr Procurement Agent
(941) 749-3045, Fax (941) 749-3034
Email: johannes.pretorius@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

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**INVITATION TO QUOTE
FOR
Landscape Maintenance of County Ponds
QUOTE NUMBER: 19-R070922JP
ISSUE DATE: April 22, 2019**

1.0 Background and Contact Information

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for Landscape Maintenance of County Ponds. 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

It is the intent of the County to enter into an annual contract to maintain the landscaping of various Manatee County ponds and storm water areas. The scope of work includes, but is not limited to, mowing, edging, weeding and herbicide services.

1.02 Contact Information

The County representative regarding this ITQ is:

- **Joe Pretorius**
- **johannes.pretorius@mymanatee.org**
- **941-749-3045**

2.0 Due Diligence and Scope of Work

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 Attachment B and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsible will not be considered or evaluated. Bidder must submit the information and documentation requested in Attachment A that confirms it meets the Minimum Qualification Requirements as stated in Attachment B.

3.0 Scope

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Landscape Maintenance of County Ponds that meets the requirements of the County and as specified in Attachment A.

4.0 ITQ Schedule

Scheduled Item	Scheduled Date
Non-Mandatory Information Conference	May 2, 2019, 02:00 P.M.
Question deadline	May 7, 2019
Final Addendum issued	May 9, 2019
Quote Deadline	May 17, 2019, by 3:00 p.m., ET
Award recommendation	May, 2019

5.0 Quote and Submission Process

5.01 Quote

Complete the Quote form that details all costs associated with providing Landscape Maintenance of County Ponds 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 johannes.pretorius@mymanatee.org or deliver to 1112 Manatee Ave. West, Bradenton, FL 34205, Suite 803.

6.0 Term

6.01 Term

The term of the Agreement will be for a period of two years, with the option to renew for an additional three, one-year periods.

6.02 Terms and Conditions of Award

Award of an Agreement is subject to the approval as provided for in the current Manatee County Procurement Code and Administrative Standards and Procedures. The Agreement will be substantially in the form of the sample Agreement incorporated in this ITQ as Attachment G, Successful Bidder's Quote and any subsequent information requested from the Successful Bidder by the County.

Additionally, the Successful Bidder will be required to be registered with the Florida Department of State, Division of Corporations to do business in the State of Florida (www.sunbiz.org) for the term of the Agreement.

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 an Agreement. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select, or procure parts of the specified goods and services; to change or modify the ITQ schedule at any time; to award an Agreement to another Bidder if the Successful Bidder does not agree to the terms and conditions of the Agreement; and to award an Agreement to the lowest responsible, responsive Bidder.

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. Bidders must complete and return the Drug-Free Workplace form included with the 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 by contacting the County via mail at purchasing@mymanatee.org.

8.09 Disclosure

Upon receipt, all inquiries and responses to inquiries related to this Invitation to Quote 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 a Invitation to Quote 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 Invitation to Quote 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:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Bidder's 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.

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.

8.12 Lobbying

After the issuance of any ITQ, prospective Bidder, Bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the ITQ with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this ITQ, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an ITQ and ends upon execution of the final Agreement or when the ITQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

8.13 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.

8.14 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.

8.15 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.

8.16 Blanket Order

A Blanket Purchase Order shall be issued as a result of this ITQ. A Blanket Purchase Order number when accompanied by a valid release against the Blanket Purchase Order (Release Order) number provided by an authorized County representative, will authorize purchases on an as-required basis.

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 ePayable 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 and Bonds

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):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>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:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ 1,000,000 Personal and Advertising Injury Liability • \$ 50,000 Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit

<p>4. <input checked="" type="checkbox"/> Worker’s Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p>
<u>OTHER INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a ‘smooth’ limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>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:</p>

	<ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Insurances	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ Bodily Injury and Property Damage Each Occurrence • \$ _____ General Aggregate
9. <input type="checkbox"/> Builder’s Risk Insurance	<p>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:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>
10. <input type="checkbox"/> Cyber Liability Insurance	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ 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 <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)	<p>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.</p> <p>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</p>

	<p>“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:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, Successful Bidder shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>Successful Bidder 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.</p> <p>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:</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • <u>\$1,000,000</u> Each Occurrence and Aggregate

<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the lot or garage.
<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the Successful Bidder's care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ 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)
<p>17. <input type="checkbox"/> Other (Please Specify)</p>	

BOND REQUIREMENTS

<p>18. <input type="checkbox"/> Bid Bond</p>	<p>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.</p> <p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p>19. <input type="checkbox"/> Payment and Performance Bond</p>	<p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

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INSURANCE REQUIREMENTS

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

- b. The Successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

2. Workers' Compensation and Employers' Liability Coverages

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

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder 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.

In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Procurement Division
1112 Manatee Avenue West
Bradenton, FL 34205

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
 3. 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.
 4. Successful Bidder shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 5. Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 6. The Successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 7. The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder 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.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV. Successful Bidder 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.

- V.** The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

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ATTACHMENTS

**ATTACHMENT A
SCOPE OF WORK
ITQ NUMBER 19-R070922JP**

A. BACKGROUND INFORMATION

It is the intent of Manatee County to enter into a contract to maintain the landscaping of various County ponds and storm water areas. The Work includes, but is not limited to: mowing, edging, weeding and herbicide services. It is the specific purpose of this Invitation to Quote to secure the cost and a reliable, experienced Contractor to perform these services.

Color aerial maps of all site locations outlining the areas to be maintained for each location are included in this ITQ. If any interested Bidder is unable to print in color, or if the clarity is not clear, the maps are available for pick-up at the Manatee County Procurement Office located at 1112 Manatee Avenue West, Suite 803, Bradenton, FL.

B. SCOPE

The Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all labor, material, equipment, permits, licenses, and supervision needed to maintain the landscaping along various Manatee County ponds, storm water locations, right of ways and adjacent roadways priced on a "per cut" basis.

C. GENERAL REQUIREMENTS

Contractor shall:

1. Provide lawn maintenance service (Work) to include but is not limited to the following:
 - i. Mowing (rough cut and finish cut)
 - ii. Edging
 - iii. Brush trimming
 - iv. Line whipping
 - v. Application of herbicide
2. Verify the type of mowing to be accomplished and the equipment needed to meet these specifications.
3. Ensure that no grass, vines or brush are growing on or growing through a fence that is County owned at any time by utilizing manual, mechanical, or herbicide control based upon the type of vegetation.
4. Obtain County prior approval of all herbicide used in clearing fence lines.
5. Cut back trees that grow from adjacent private property even with the fence to ensure complete mowing of the designated area. NOTE: If there is no fence, then brush will be cut to the right of way line.
6. Ensure that mowing conforms to the established mowing contours where landscaping has been established or natural landscaping has been preserved.
7. Ensure its staff are wearing uniform shirts with name of the Contractor displayed. Uniforms shall be appropriate for the type of work, neat and clean in appearance when on the job site.
8. Provide the 24-hour phone contact information for its designated contact(s) under the Agreement.

D. DAMAGE MITIGATION

Contractor shall be responsible for the repair or replacement for damages to the turf, plants, curbs, or pavement by Contractor and its representatives, at its sole expense. Additionally,

Contractor shall be responsible for the repair or replacement for damages to sign structures, appurtenances, trees and all other structures and vegetation.

E. SITE INSPECTION

Contractor shall submit documentation for each day's completed Work via email to the County representative at the end of the respective work day. The County representative shall inspect Contractor's work and notify Contractor of any deficiencies in Work that require correction. Contractor shall ensure all deficiencies are corrected to the satisfaction of the County prior to the next scheduled Work.

F. MONTHLY INVOICES AND MEETINGS

Contractor shall provide to the County, with its monthly invoice, the next month's Work schedule. Contractor shall meet with the County on a monthly basis to discuss Work.

G. PERMITS, LICENSES AND REGULATIONS

Contractor shall:

1. Submit a copy of the current, valid certification and licensing for all applicators contracted to apply herbicides on County property prior to the individual providing any herbicide application Work.
2. Ensure all site supervisors and managers comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35, Section 2-35-1. B.
3. Ensure all employees who are not site supervisors, managers personnel comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-35, Section 2-35-1. C.

H. WORKING HOURS

Contractor shall perform all Work from dawn to dusk, during regular working hours of Monday through Friday. Upon prior approval by the County, Contractor shall perform Work on Saturday and Sunday if weather conditions prevent the Work from being completed during regular working hours. Overtime is NOT permitted and overtime charges shall not allowed on invoices.

Upon request by the County, Contractor shall provide non-scheduled (emergency and non-emergency) Work, depending upon the circumstances, during the week at non-regular working hours or weekends as directed by the County.

I. WORK AUTHORIZATION

Contractor's authorization to provide Work shall be as follows:

1. Scheduled: Each month's Work shall be completed in accordance with the schedule provided to the Contractor.
2. Emergency: Work authorization for non-scheduled maintenance for emergency work shall be initiated with a verbal contact (followed by written documentation) by the County concerning maintenance requiring immediate clean-up, such as, but not limited to wind damage, rain damage, or debris from storm damage, to prevent any inconvenience or hazardous conditions to the general public.

3. Non-Emergency: Work authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice from the County. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the Work, and schedule for final performance inspection.
4. Authorization Form: For scheduled, emergency, and non-emergency Work, a copy of the original invoice and the schedule clearly indicating the completion date of Work areas shall be provided by the Contractor to the County prior to payment for Work received and accepted by the County.

J. SUPERVISION

The Contractor shall have an experienced and trained crew supervisor on-site and available at all times while Work is being performed, and who:

1. Can read, write and speak English.
2. Shall effectively communicate and translate the County's needs and expectations to Contractor's crew.
3. Shall respond to or resolve all related Work issues.

K. PUBLIC CONVENIENCE AND SAFETY

Contractor shall:

1. Continuously maintain adequate protection of its Work from damage
2. Protect all property from loss arising in connection with the Work under the Agreement.
3. Comply with the applicable Florida Department of Commerce Safety Regulations and local safety regulations.
4. Conduct Work in a manner that ensure the least possible obstruction to traffic and inconvenience to the public and the residents near the work and to ensure the protection of persons and property.
5. Not close a road or street to the public, without prior written approval by the County.
6. Ensure that its vehicles and equipment do not block fire hydrants on or adjacent to the work site and that hydrants are accessible at all times.

L. SCHEDULED MAINTENANCE

Contractor shall:

1. Service all ponds and storm water areas under the Agreement in accordance with all requirements herein and to the same service level.
2. Complete the following tasks with each roadway full-service, described as a "cut" on the Pricing Form:
 - i. Mow- Cutting of grass.
 - ii. Edging- Trimming of grass from sidewalks, roadways (keeping the edge of asphalt exposed when without curb) and curbs.
 - iii. Trim- Line whipping of grass from poles, posts, signs, guardrail and other areas not able to be mowed with large mower.
 - iv. Blow- Removal of grass from sidewalks, roadways, and driveways by sweeping or blowing.
 - v. Weeding – Mechanical or chemical weed control of fence lines, curbs or sidewalks.
 - vi. Trees – Trimming trees and shrubs.

M. PONDS

Contractor shall mow grass areas around ponds per the Work schedule to include the following:

1. Unless the map provided to the Contractor indicates otherwise, mow from the fence line or edge of sidewalk or road to the current waterline on the time of the service (cut).
2. In the areas that has a sidewalk, only mow to the sidewalk.
3. In areas with no sidewalk, mow to the edge of road and edge the curb. This may include littoral shelves if the pond is dry.
4. Mow dry ponds in their entirety as per the designated map, unless reviewed and adjusted by the County.
5. Ensure all native plantings, trees and aquatic vegetation within the waterline or littoral shelf shall remain unmolested.
6. Ensure grass clippings are not directed or blown into any body of water.
7. Ensure fence lines remain vegetation free at all times. This includes all vegetation that grows on or through the fence line.
8. Cut back brush or trees encroaching through fence lines or into the right-of-way (ROW) line (shown on maps) to the fence line or ROW line.
9. Complete litter removal immediately prior to each cut to include the entire area from fence line or ROW line to the water's edge.

N. AUTHORIZATION FOR CHEMICAL MAINTENANCE ACTIVITIES

Contractor shall:

1. Prior to the start of any maintenance activity requiring the use of chemical agents such as herbicides, obtain the approval of the County for the type, rate of application, method of application, and areas/locations for the proposed application.
2. Ensure all chemicals utilized comply with all Federal, State and local requirements.
3. Only licensed personnel, as applicable to the chemical being used, to perform chemical applications.
4. Be responsible for the proper cleaning of all equipment used
5. Be responsible for the proper disposal of all empty and partially used chemical containers in compliance with all Federal, State and local requirements.

O. MAPS

Color aerial maps of all site locations outlining the Work areas to be maintained for each location shall be made available to Contractor by the County.

P. TIER MAINTENANCE LEVELS AND FREQUENCY

1. Tier 1: Ponds
The general cut cycle for Tier 1: Ponds is one time per calendar month. However, depending on seasonal weather conditions, areas listed in Tier 1 may be restricted to no cuts for the month or may require multiple cuts a given calendar month. Contractor shall provide mowing for Tier 1: Ponds as instructed by the County. The mowing and each cut will also include whipping, edging, brush/tree trimming, and herbicide application as needed.
2. Tier 2: Canal Mowing
Tier 2 is for bush hog mowing of canals. Maps of the work areas and acreage will be provided in the month prior to the start of Work. Contractor shall provide mowing and cutting in Tier 2 on an as-needed basis as instructed by the County.

Q. ADDITIONS TO THE SERVICE LIST

The County, at its sole discretion may add ponds and remove ponds, from service during the Agreement period. Fees for any additions or deletions shall be made using the Unit Price Per Cut as listed on the Quote Form for a pond in closest proximity to the pond being added or removed.

The Unit Price Per Cut will be divided by the acres of the pond listed on the Quote Form to determine a price per acre. This price per acre will be used to calculate a Unit Price Per Cut to add the new pond or remove the deleted pond from the Work.

The County will notify the Contractor in advance of any additions or removal of ponds and will issue a change order to document the changes.

(END OF ATTACHMENT A)

**ATTACHMENT B
MINIMUM QUALIFICATIONS**

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

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

No documentation is required. The County will verify registration.

2. Has provided Pond Landscaping services for at least two clients since April 1, 2016, which included the following component: Landscaping Maintenance.

Provide the following information for the 2 two qualifying clients.

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

3. Has on staff, or has subcontracted with, at least one individual who possess a current, valid Pesticide Applicator License issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Provide a copy of the qualifying individual's pesticide applicator license issued by the FDACS and identify if they are a direct employee of Bidder or a subcontractor.

4. Has examined each site to observe all existing conditions, identify any precautions to be taken to ensure safety of property and people, and any necessary work not specifically identified in Exhibit 1, Scope of Work, but necessary to satisfactorily complete the work.

Provide a statement on company letterhead indicating the individual who made each site inspection and the date of each inspection.

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

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

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

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

7. Bidder has no reported conflict of interests in relation to this ITQ.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Bidders 's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.

8. To respond to service requests within a reasonable time, the Bidder's operation shall be within 100 miles of Bradenton, Florida (as measured by Google Maps). For familiarity with the local terrain and climate, the Bidder shall have maintained similar complexity of service, as a full-time landscaping service within this 100-mile radius for a minimum period of three (3) continuous years, and shall have sufficient personnel to accomplish the Work.

No documentation required. County will verify.

(END OF ATTACHMENT B)

ATTACHMENT C
QUOTE FORM
ITQ NUMBER 19-R070922JP

TIER 1				
Line Item	Pond #	Location	Acres	Total Cost Per Cut
1.	55 D	75th St W @ Legion Hall south of entrance	0.53	\$
2.	55 E	75th St W @ Legion Hall north of entrance	1.12	\$
3.	55 F	75th St W @ Legion Hall north of canal	0.49	\$
4.	54 B	75th St W @ Catholic Church dry pond near 75th St W	0.4	\$
5.	54 C	75th St W @ Catholic Church behind 54 B	0.4	\$
6.	89	75th St W south of Cortez Rd	1.27	\$
7.	96 A	El Conquistador south of 53rd Ave W	0.75	\$
8.	96 B	El Conquistador west of 96 A	0.48	\$
9.	56	SE corner 53rd Ave W @ 43rd St	0.26	\$
10.	47	34th St W north of 57th Ave W	0.63	\$
11.	1	McCollum Lakes	1.73	\$
12.	65 A	30th Ave W @ 14th St cypress pond	1.16	\$
13.	65 B	30th Ave W next to 65 A	0.19	\$
14.	65 C	30th Ave W west of 14th St	1.12	\$
15.	71 A	9th St W Extension @ 301 Blvd	2.13	\$
16.	71 B	9th St W Extension @ 301 Blvd	0.32	\$
17.	141	44th Ave E Taylor Rental	0.49	\$
18.	66	Vanguard Pharmacy	0.34	\$
19.	60	13th Ave @ 9th St E	0.47	\$
20.	46	26th Ave E @ 15th St E	1.65	\$
21.	2283	44TH Ave E @ 18th St E	5.78	\$
22.	2083	44th Ave E east of 18th St Ct E Pond 1	1.26	\$
23.	2300	44th Ave E east of 18th St Ct E Pond 2	0.69	\$
24.	2301	44th Ave E east of 18th St Ct E Pond 3	1.05	\$
25.	2302	44th Ave E east of 18th St Ct E Pond 4	0.5	\$
26.	2303	44th Ave E east of 18th St Ct E Pond 5	0.38	\$
27.	2304	44th Ave E East of US 301 Pond 1	2	\$

ATTACHMENT C
QUOTE FORM
ITQ NUMBER 19-R070922JP

28.	2305	44th Ave E East of US 301 Pond 2	0.56	\$
29.	2306 A	38th Ave E west of 27th St E	0.19	\$
30.	2306 B	38th Ave E east of 27th St E	0.33	\$
31.	2306 C	38th Ave E south side of road, west end	0.14	\$
32.	2306 D	38th Ave E east of 2306 C	0.2	\$
33.	2306 E	38th Ave E east of 2306 E	0.8	\$
34.	2306 F	38th Ave E west of 30th St E	0.26	\$
35.	2293	39th St E south of 38th Ave E	1.49	\$
36.	2292	44th Ave E east of 39th St E	1.51	\$
37.	2105	NE corner of 44th Ave E @ 37th St E	0.8	\$
38.	2294	SE corner of 44th Ave E @ 37th St E	1.31	\$
39.	2295	SW corner of 44th Ave E @ 37th St E	0.62	\$
40.	78	53rd Ave E @ 24th St E	0.24	\$
41.	143	SW corner 15th St Ct E & 51st Ave E	0.17	\$
42.	39	9th St E north of 53rd Ave E	0.7	\$
43.	144	North of 5507 9th St E	0.25	\$
44.	145	South of 5507 9th St E	0.15	\$
45.	76 A	57th Ave E east of 14th St W	1.04	\$
46.	76 B	57th Ave E SE of Pittsburgh Drain	0.25	\$
47.	76 C	57th Ave E NW of Pittsburgh Drain	1.49	\$
48.	76 D	57th Ave E @ 15th St E	1.84	\$
49.	29	60th Ave E btwn 1st & 3rd St E	0.41	\$
50.	30	60th Ave E btwn 1st & 3rd St E	0.19	\$
51.	21 A	9th St E @ 61st Ave E	1.27	\$
52.	21 B	9th St E @ 59th Ave E	1.34	\$
53.	21 C	9th St E @ 57th Ave E	0.16	\$
54.	64 A	63rd Ave W @ Episcopal Church	1.75	\$
55.	64 B	63rd Ave W @ 5th St W	0.42	\$
56.	64 C	63rd Ave @ lift station	2.21	\$
57.	64 D	63rd Ave E @ 13th St	1.03	\$
58.	70 A	Tallevast Rd @ Pearce Drain	0.9	\$

ATTACHMENT C
QUOTE FORM
ITQ NUMBER 19-R070922JP

59.	59 A	Lockwood Ridge @ Glenbrook Dr	0.86	\$
60.	59 B	Lockwood Ridge @ Vintage Dr	0.69	\$
61.	59 C	Lockwood Ridge @ Tournament Blvd	0.58	\$
62.	59 D	Lockwood Ridge @ Whitfield	1.69	\$
63.	59 E	Lockwood Ridge @ 67th Ave Cir	1.27	\$
64.	59 E-1	Lockwood Ridge @ 67th Ave Cir	1.42	\$
65.	59 F	Lockwood Ridge @ 61st Ave E	1.07	\$
66.	59 G	Lockwood Ridge @ 58th Ave E	1.1	\$
67.	86 A	Honore Ave south side of road	2.13	\$
68.	86 B	Honore Ave north side of road	2.81	\$
69.	86 C	Honore Ave East of 86 B	0.25	\$
70.	86 D	Honore Ave @ east of Magnolia Ridge Place	0.37	\$
71.	86 E	Honore Ave @ west of Magnolia Ridge Place	0.71	\$
72.	86 F	Honore Ave north of fire station	0.27	\$
73.	86 G	Honore Ave south of 86 F	0.34	\$
74.	83	SR 70 @ Natalie Way	0.51	\$
75.	81 C	Caruso Rd north of school entrance	0.32	\$
76.	81 D	Caruso Rd north of 81 C	0.36	\$
77.	2173	Creekwood Blvd across from park	3.69	\$
78.	72	Kay Rd @ 1st Ave E	0.62	\$
79.	90	17th St W @ 3rd Ave W	1.01	\$
80.	95	23rd St E @ US 41 Palmetto	0.1	\$
81.	99 A	17th St E large pond with island	3.1	\$
82.	99 B	17th St E south of 99 A	6.21	\$
83.	99 C	17th St E west of 99 A	0.89	\$
84.	99 D	17th St E east of Racetrac	0.98	\$
85.	99 E	17th St E east of Bayshore Rd	1.45	\$
86.	99 F	17th St E west of Bayshore Rd	0.66	\$
87.	67 A	17th St E @ 28th Ave E north of road	0.3	\$
88.	67 B	17th St E @ 28th Ave E west of canal	0.26	\$
89.	67 C	17th St E @ 28th Ave E west of 67 B	0.47	\$
90.	98 A	Buffalo Rd north of canal	1.53	\$
91.	98 B	Buffalo Rd along road	0.42	\$
92.	98 C	Buffalo Rd west of 98 B	0.5	\$
93.	61 A	Buckeye Rd SE corner	1.14	\$

ATTACHMENT C
QUOTE FORM
ITQ NUMBER 19-R070922JP

94.	61 B	Buckeye Rd NW corner	0.99	\$
95.	61 C	Buckeye Rd SW corner	0.1	\$
96.	61 D	Buckeye Rd dry pond NE corner	1.12	\$
97.	61 E	Buckeye Rd NE corner	0.64	\$
98.	61 F	Buckeye Rd NE corner north of road	0.86	\$
99.	80	60th Ave E @ Outlet Mall	0.24	\$
100.	146	Ft Hamer Rd south of US 301	0.6	\$
GRAND TOTAL (Line Items 1 through 100)				\$

<u>TIER 2</u>			
Line Item		Acres	Total Cost Per Cut
1.	Bush Hog Mowing of Canals	1	\$

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(END OF ATTACHMENT C)

Legend



400 ft



P-55 D, E, F
75th St W

P-55 F

P-55 E

P-55 D

Volverde Dr

Caballo Way

74th St W

75th St W

19th Ave Dr W

19th Dr W

19th Ave W

Google Earth

© 2018 Google

Legend



Palma Sola Trace Rd 300 ft

P-54 B

P-54 C

34th Ave W

72nd St W

P-54 B,C

75th St W

Google Earth

©2013 Google

P-89

Legend

684

Terrace-W

45th-Ave-W

67th St-W

46th-Ave-W

80th St-W

P-89

entrance

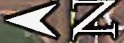
75th St-W

53rd-Ave-W

66th St-W

65th St-W

2000 ft



Google Earth

© 2018 Google



Legend



500 ft

75th St W

P-89

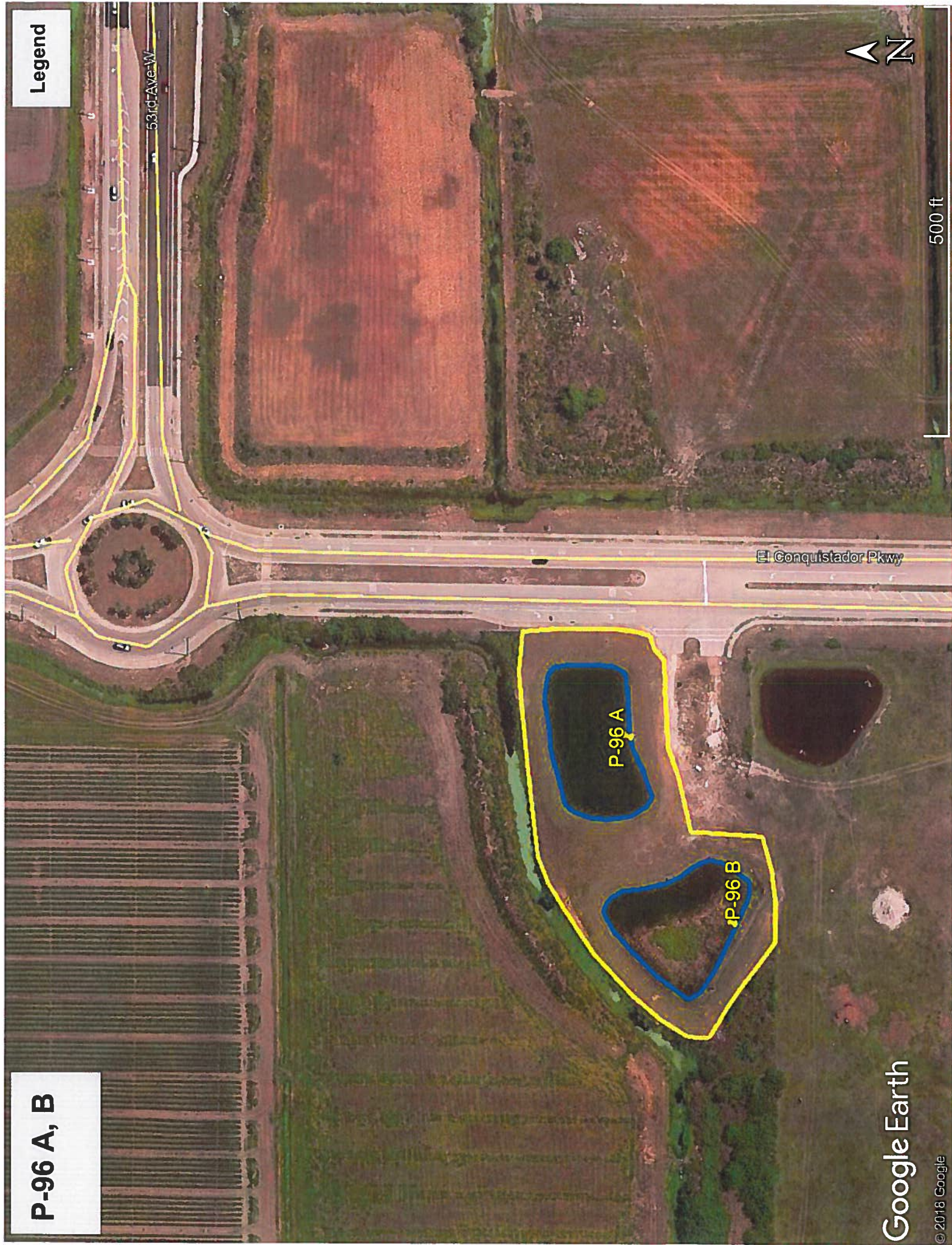
P-89

Google Earth

© 2018 Google

P-96 A, B

Legend



P-96 A

P-96 B

El Conquistador Pkwy

53rd Ave W



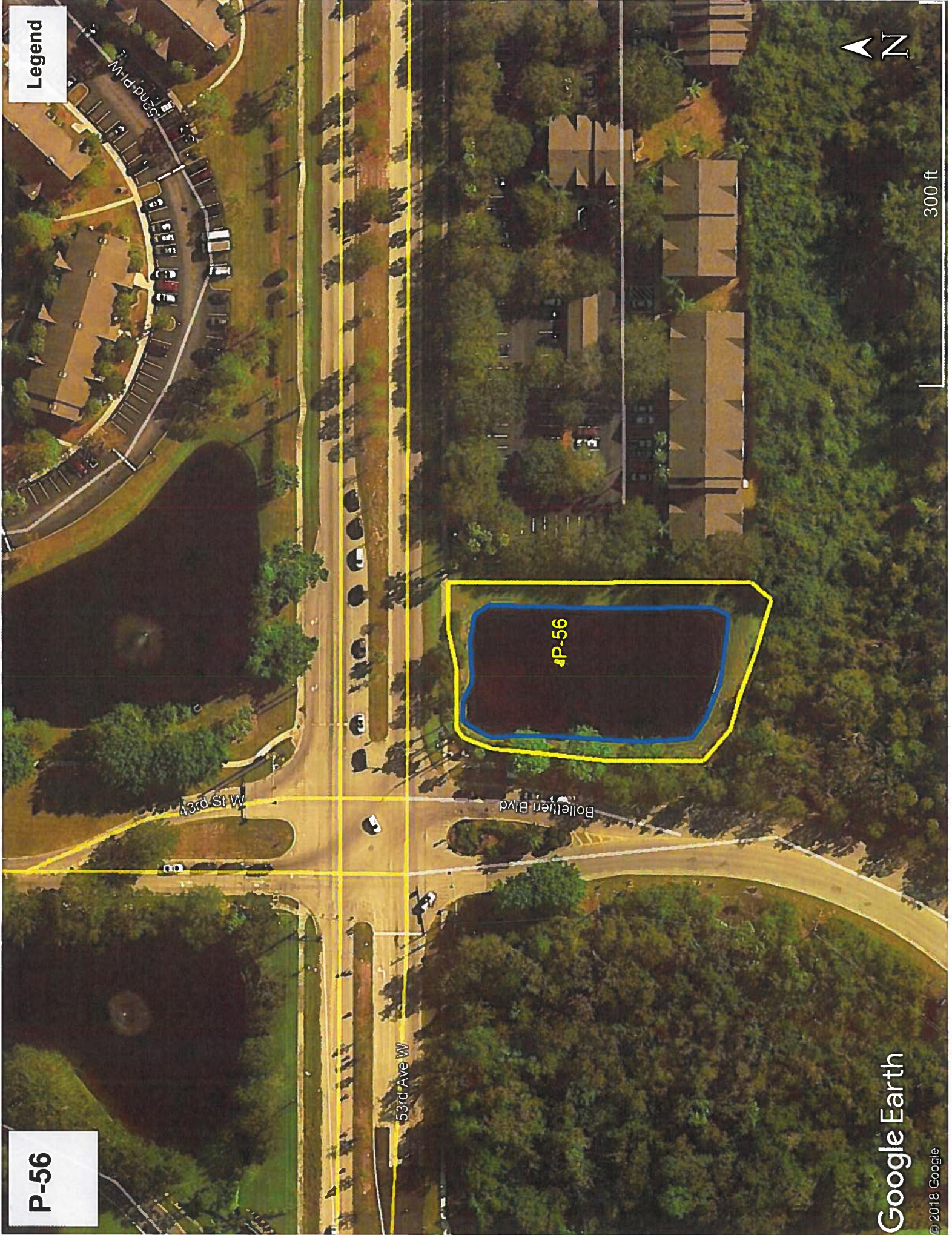
500 ft

Google Earth

© 2018 Google

P-56

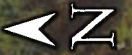
Legend



Google Earth

© 2018 Google

300 ft



Legend

P-47



300 ft



54th Dr W

57th Ave Dr W

34th St W

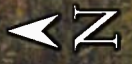
57th Ave W

Google Earth
Satellite View

© 2018 Google



Legend



500 ft

28th St W

29th St W

51st Ave W

Water Oak Dr

31st St W

31st St W

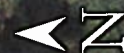
P-1

P-1

Google Earth

© 2018 Google

Legend



400 ft

P-65 A

P-65 B

14th St W

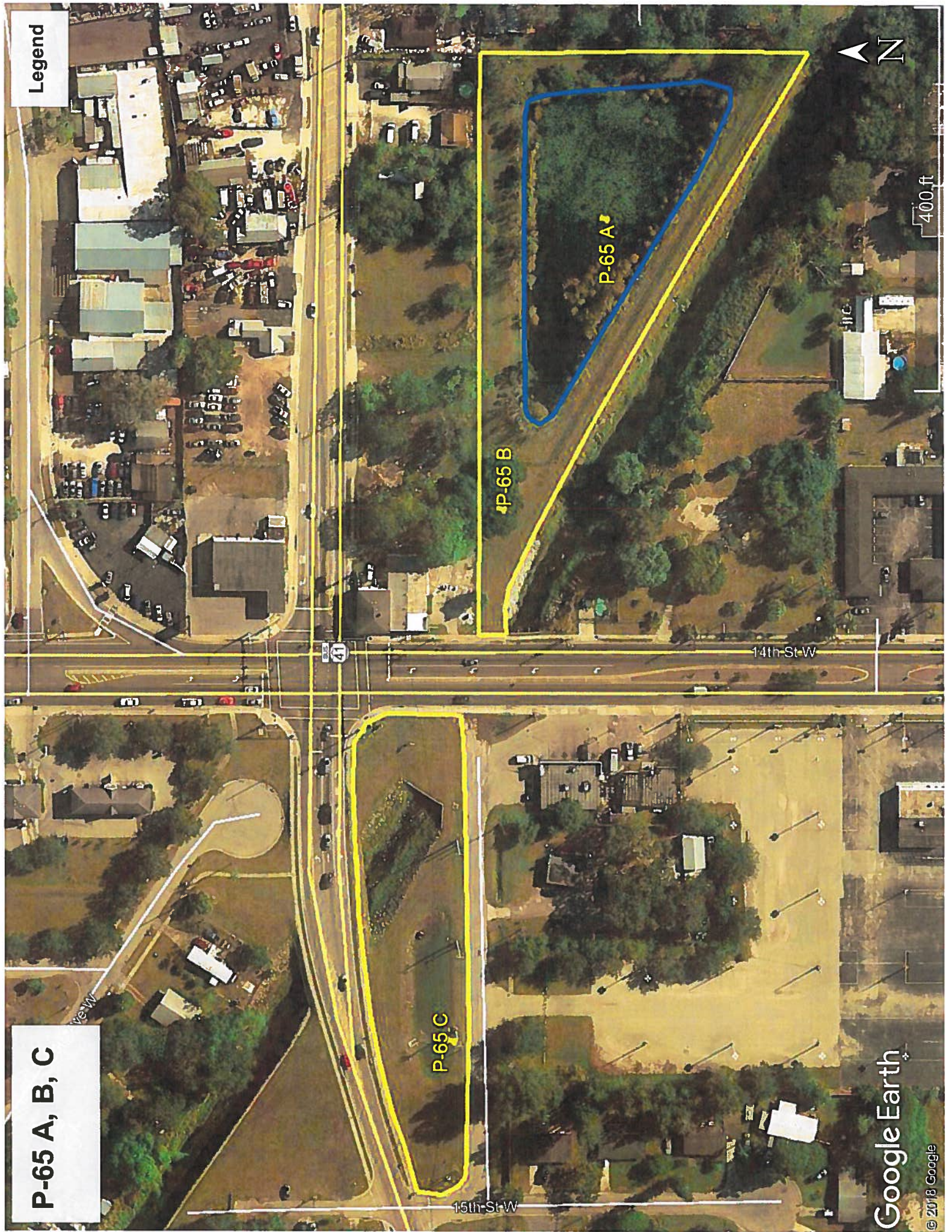
P-65 A, B, C

P-65 C

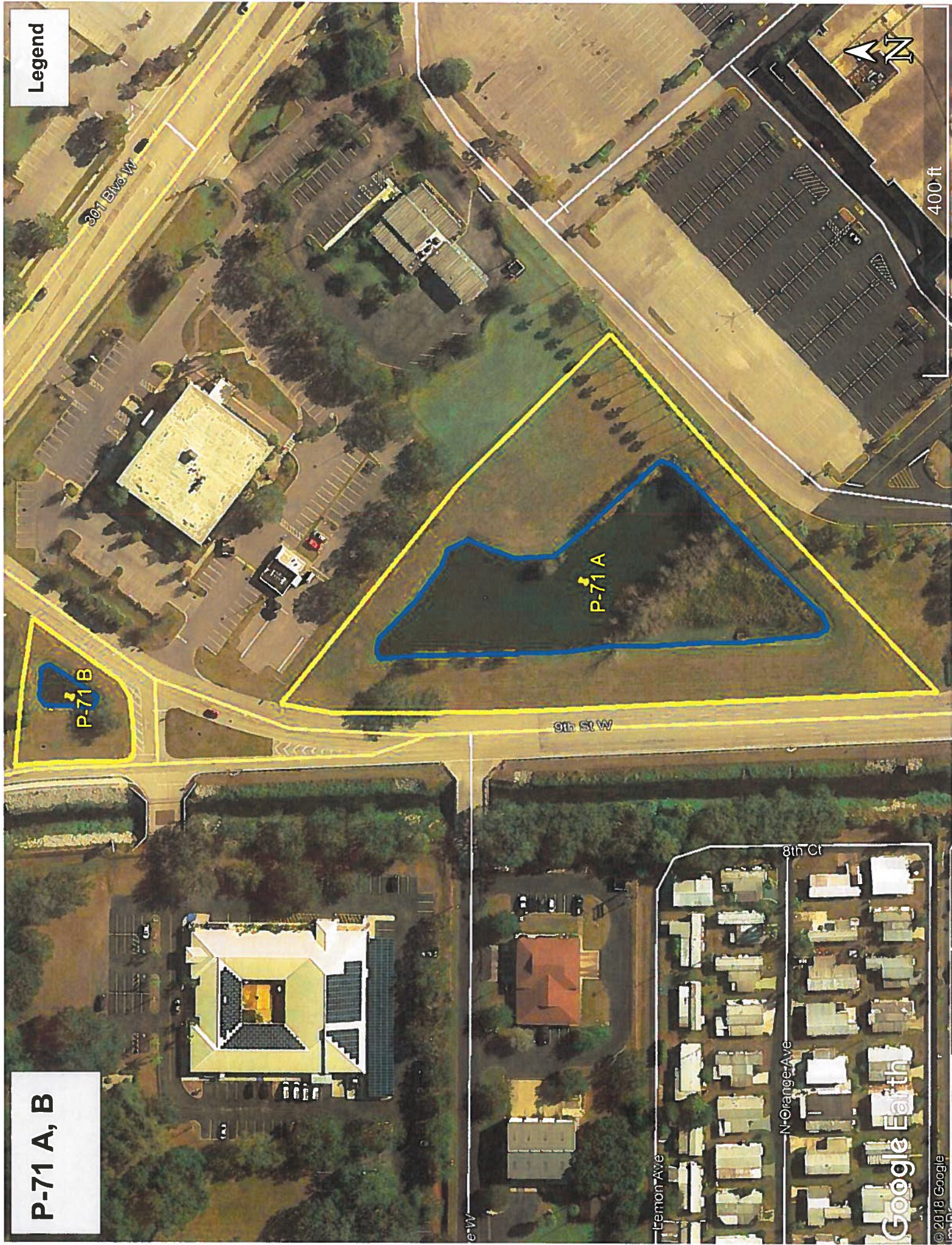
15th St W

Google Earth

© 2018 Google



Legend



400 ft

301 Blvd W

9th St W

Lemon Ave

N-Orange Ave

8th Ct

Google Earth

© 2018 Google

P-71 A, B

P-71 B

P-71 A

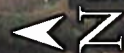
Legend

42nd-Ave-E

44th Ave E

1st-St

5th St E



400 ft

P-141

Stamant Trail

55

P-141

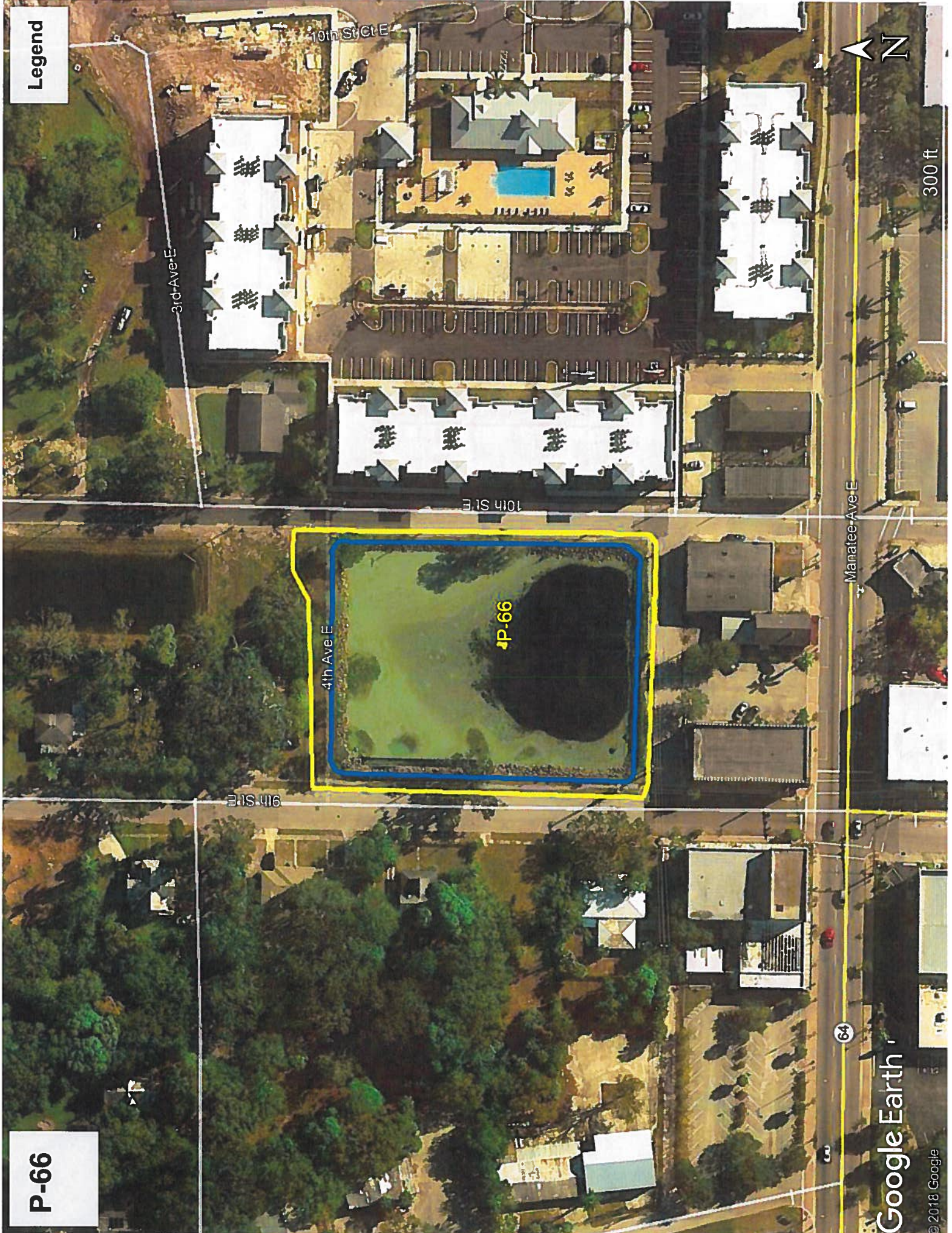
Google Earth

© 2018 Google



P-66

Legend



10th St Ct E

3rd Ave E

10th St E

4th Ave E

9th St E

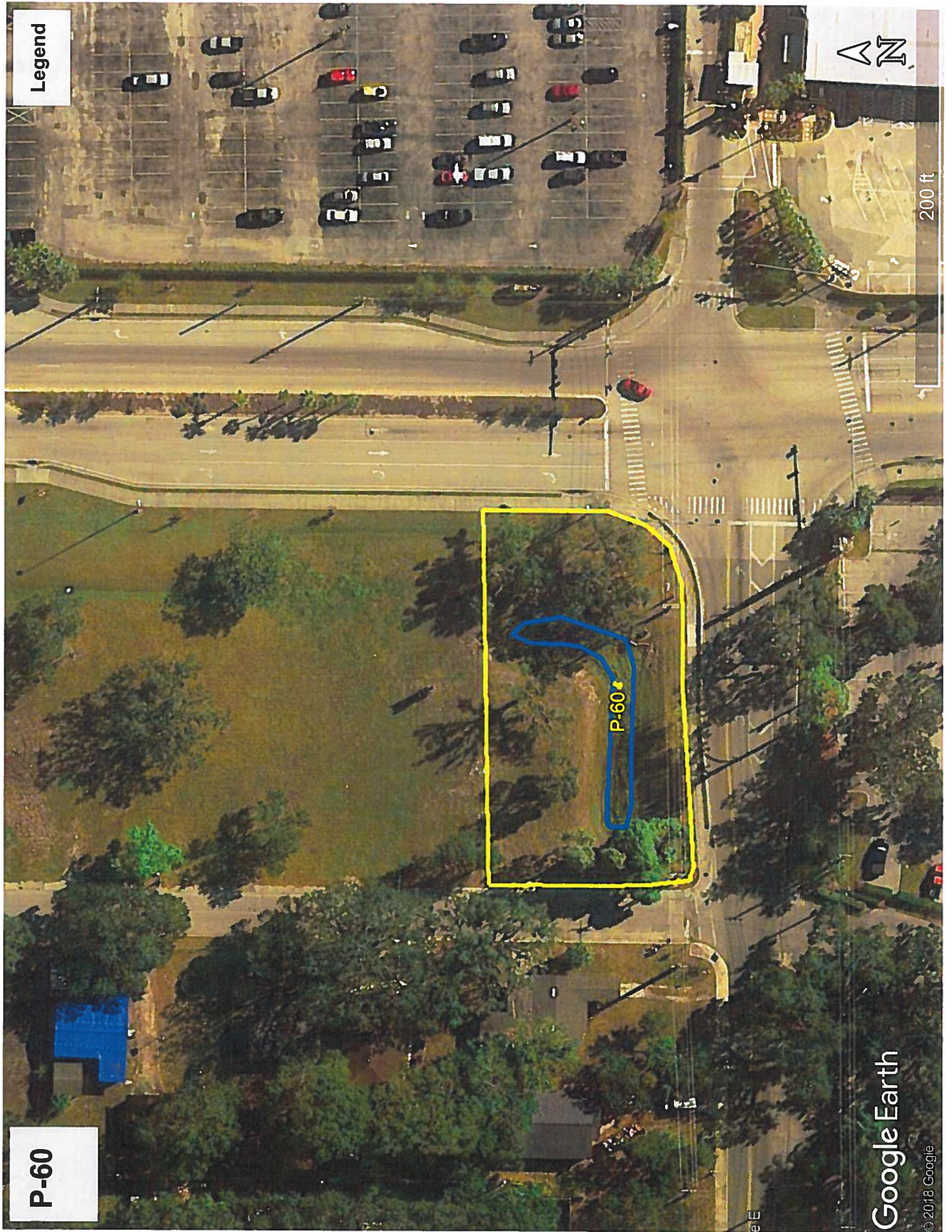
Manatee Ave E

300 ft

64

Google Earth

© 2018 Google



Legend

P-60



200 ft

P-46

24th Ave E

25th Ave E

15th St E

16th St E

P-46

Legend



400 ft

Google Earth 26th Ave E

© 2018 Google

Legend



18th St-E

600 ft

44th Ave E

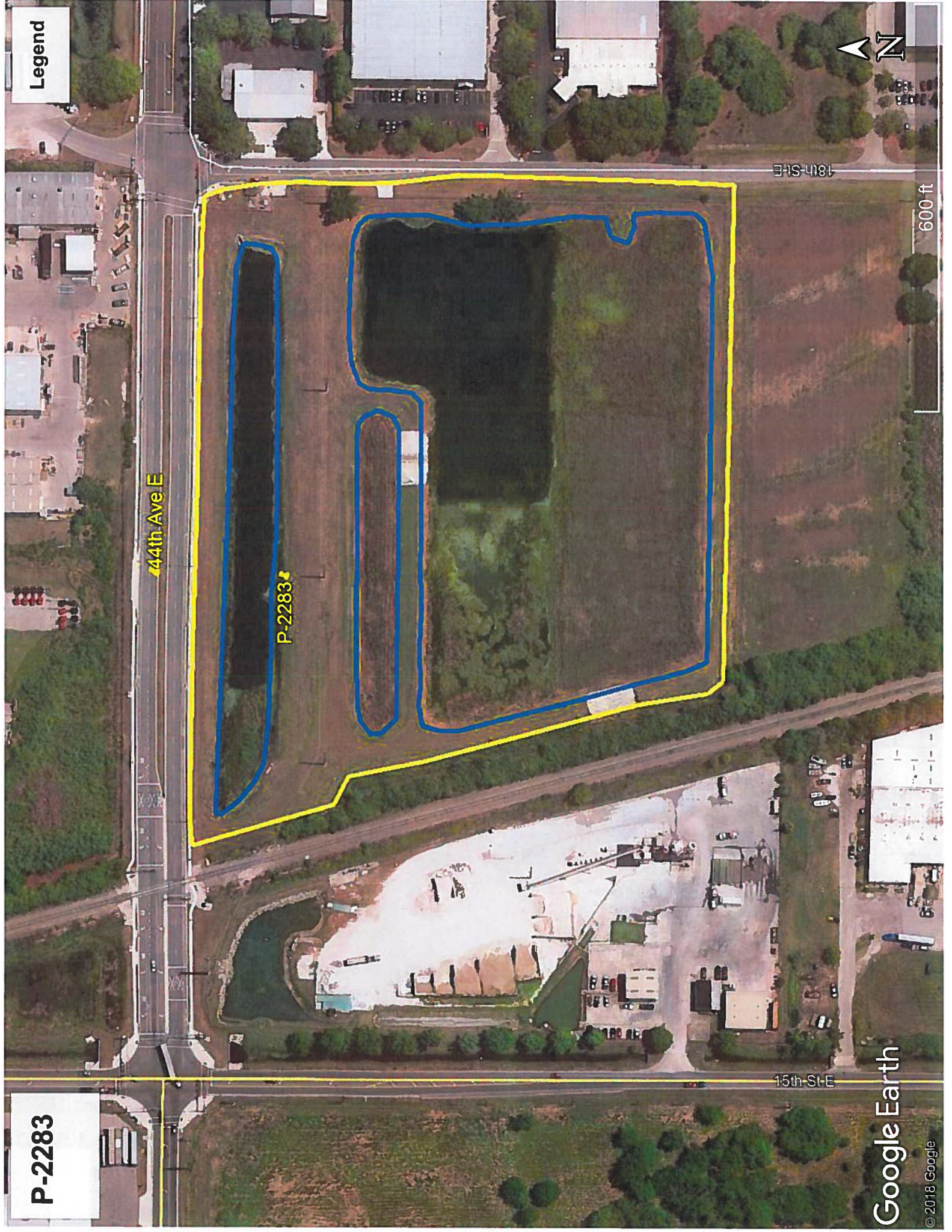
P-2283

15th St-E

P-2283

Google Earth

© 2018 Google



P-2083, 2300, 2301, 2302, 2303

Legend

301

44th Ave-E

P-2083

P-2300

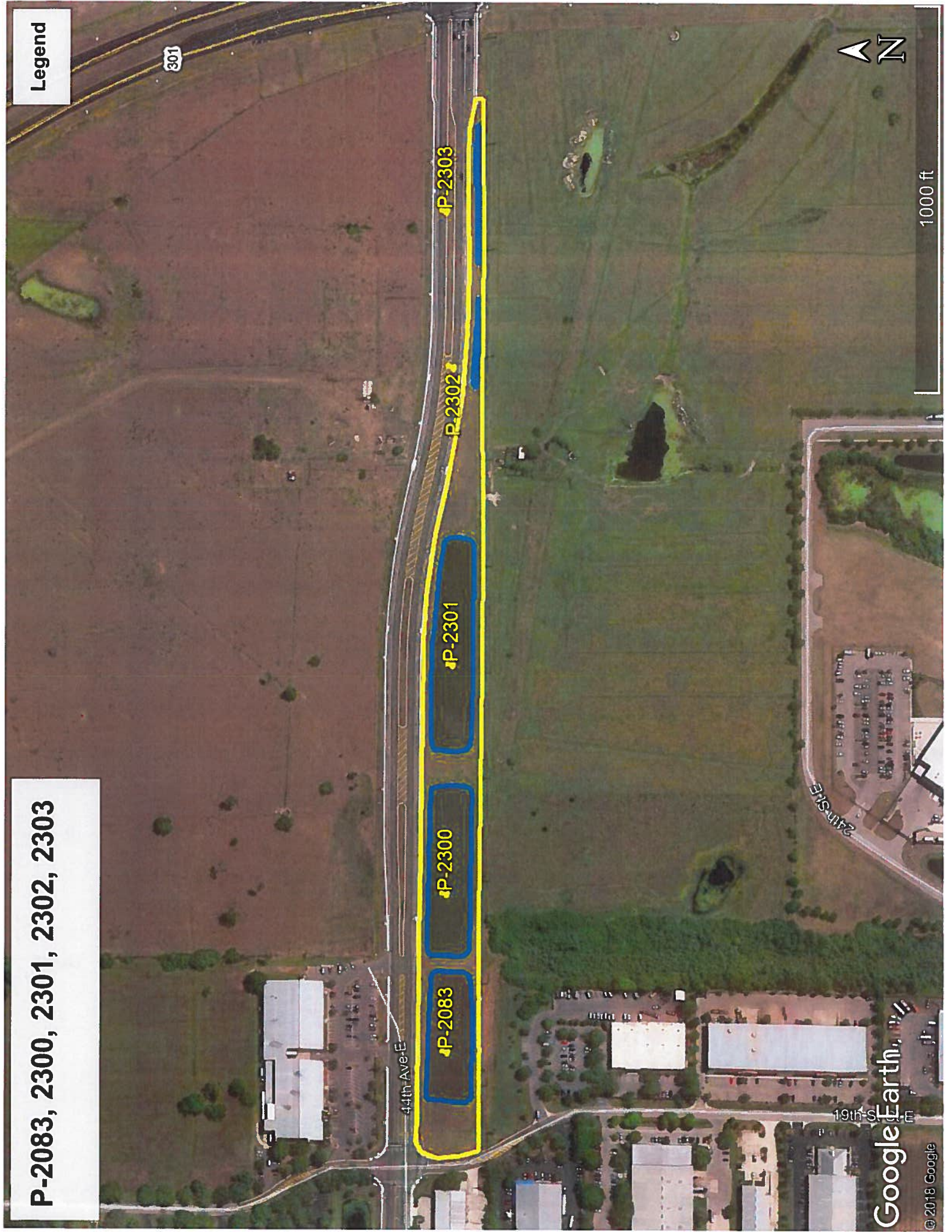
P-2301

P-2302

P-2303

19th St

24th St



Legend

P-2083

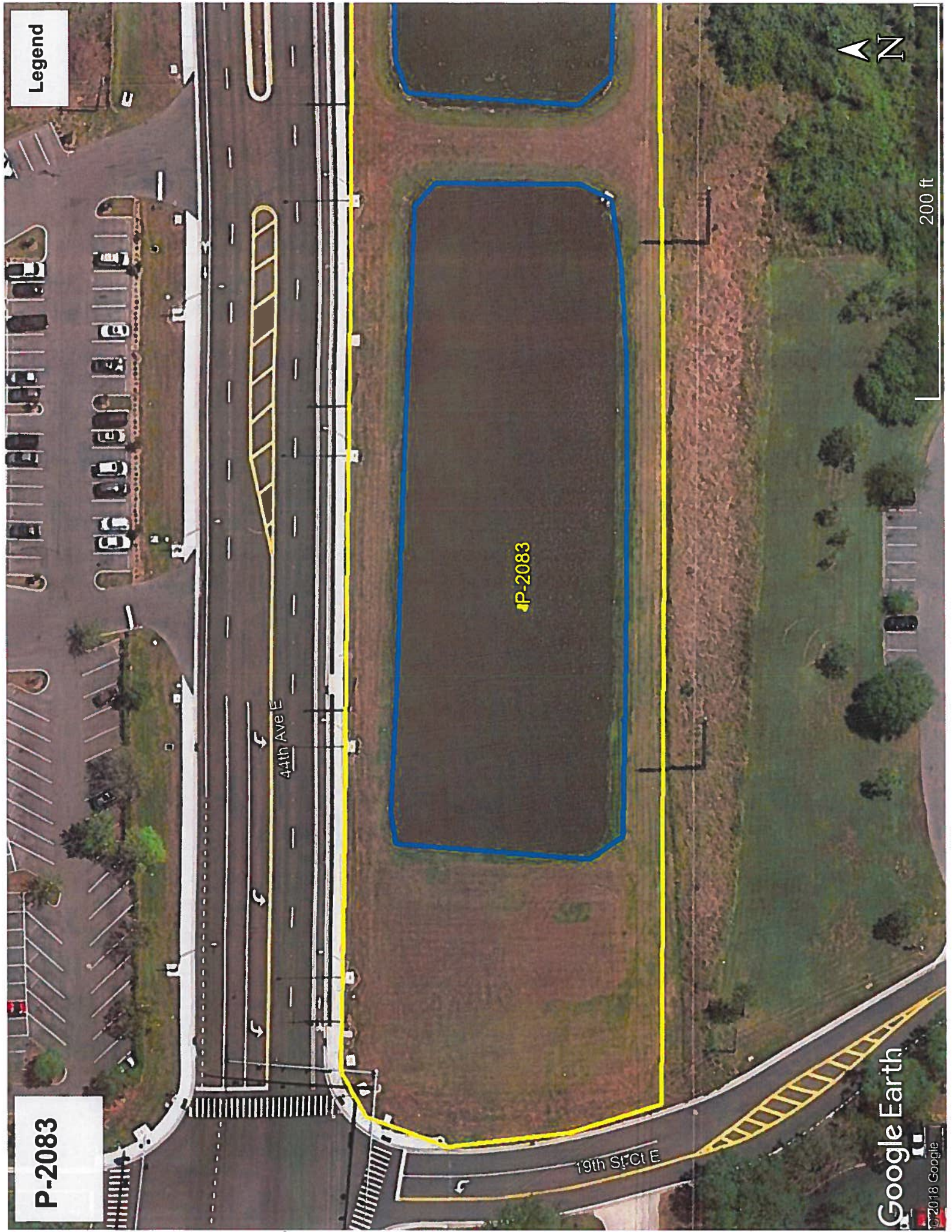
44th Ave E

19th St Ct E

P-2083

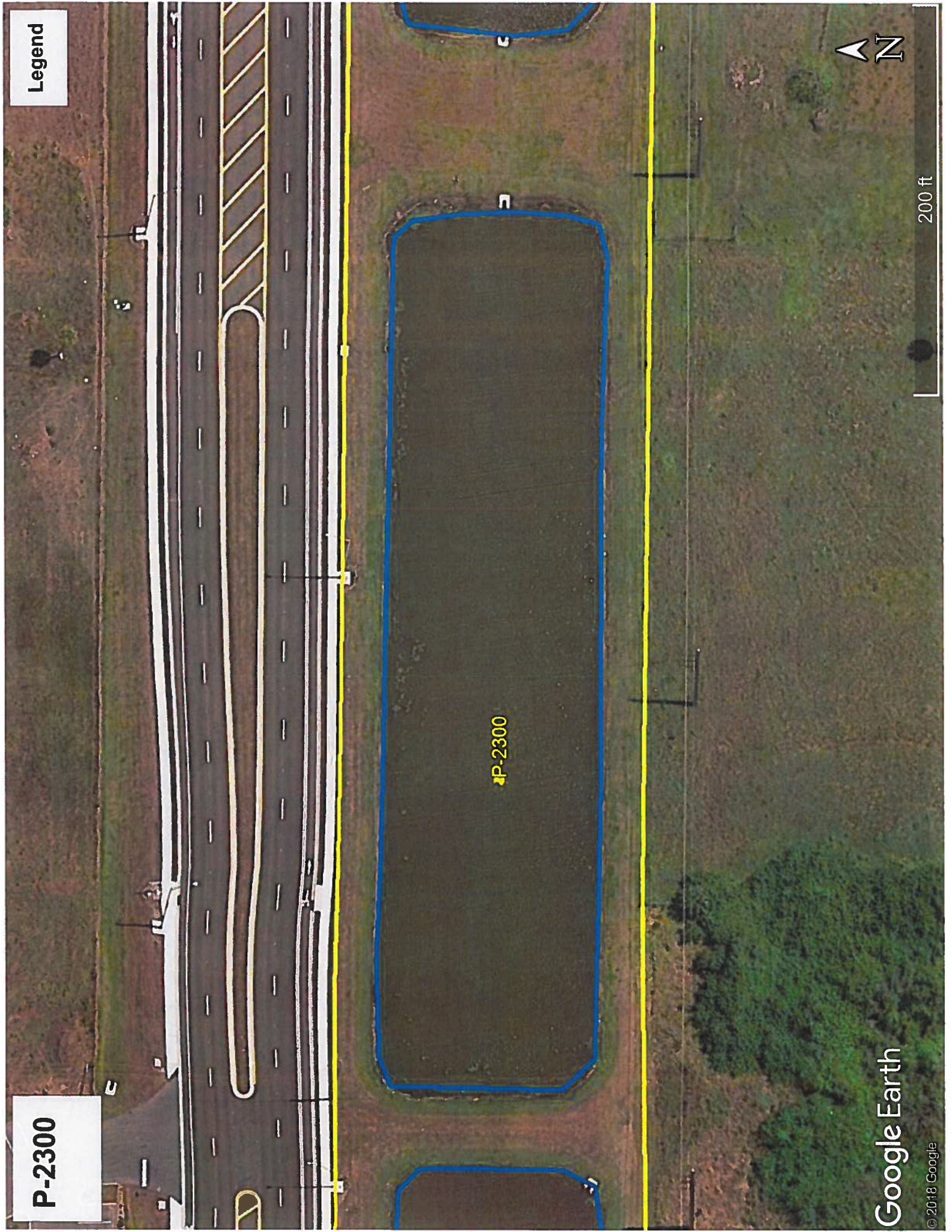


200 ft



P-2300

Legend



P-2300



Legend

P-2301

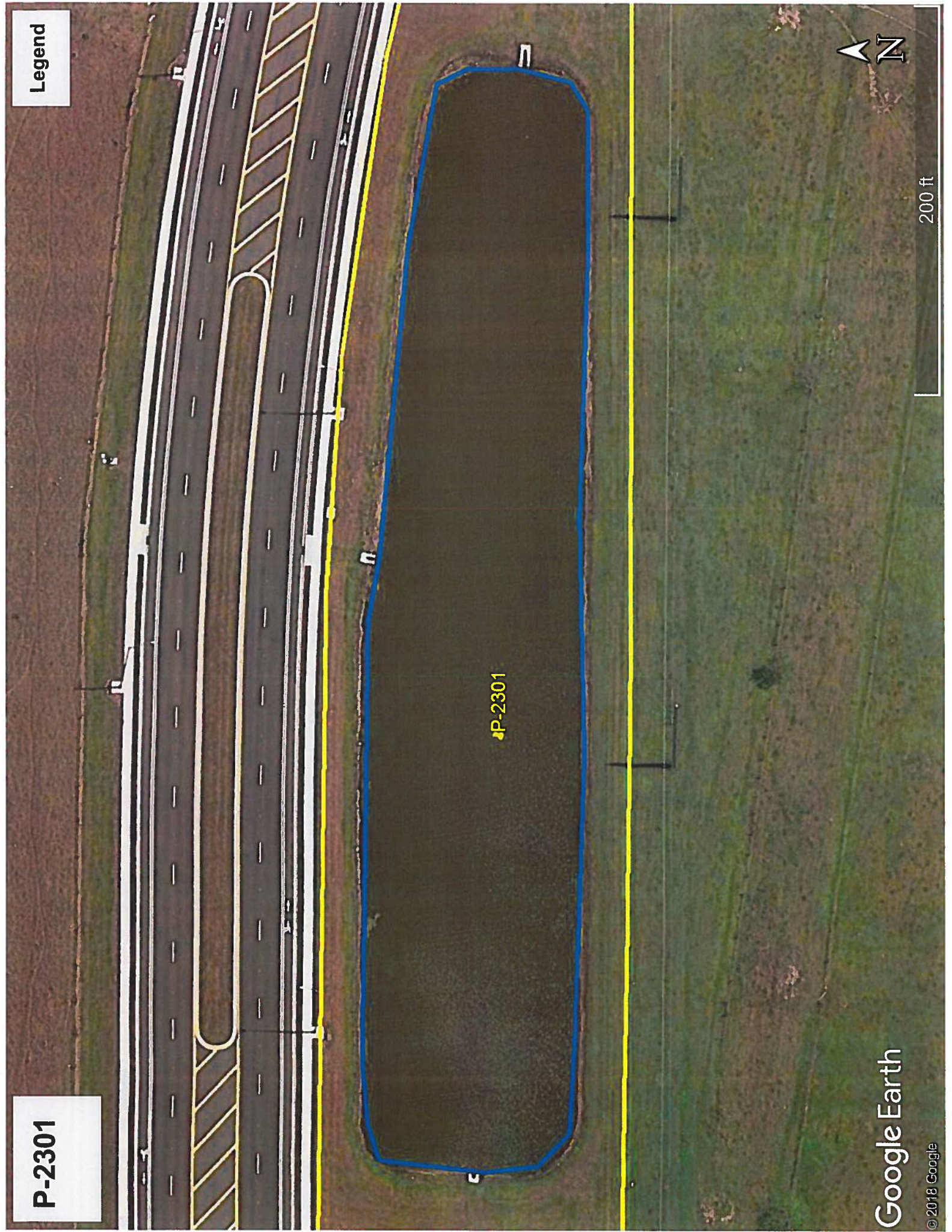
P-2301



200 ft

Google Earth

© 2018 Google



P-2302

Legend



200 ft

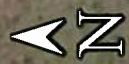
Google Earth

© 2018 Google

P-2303

Legend

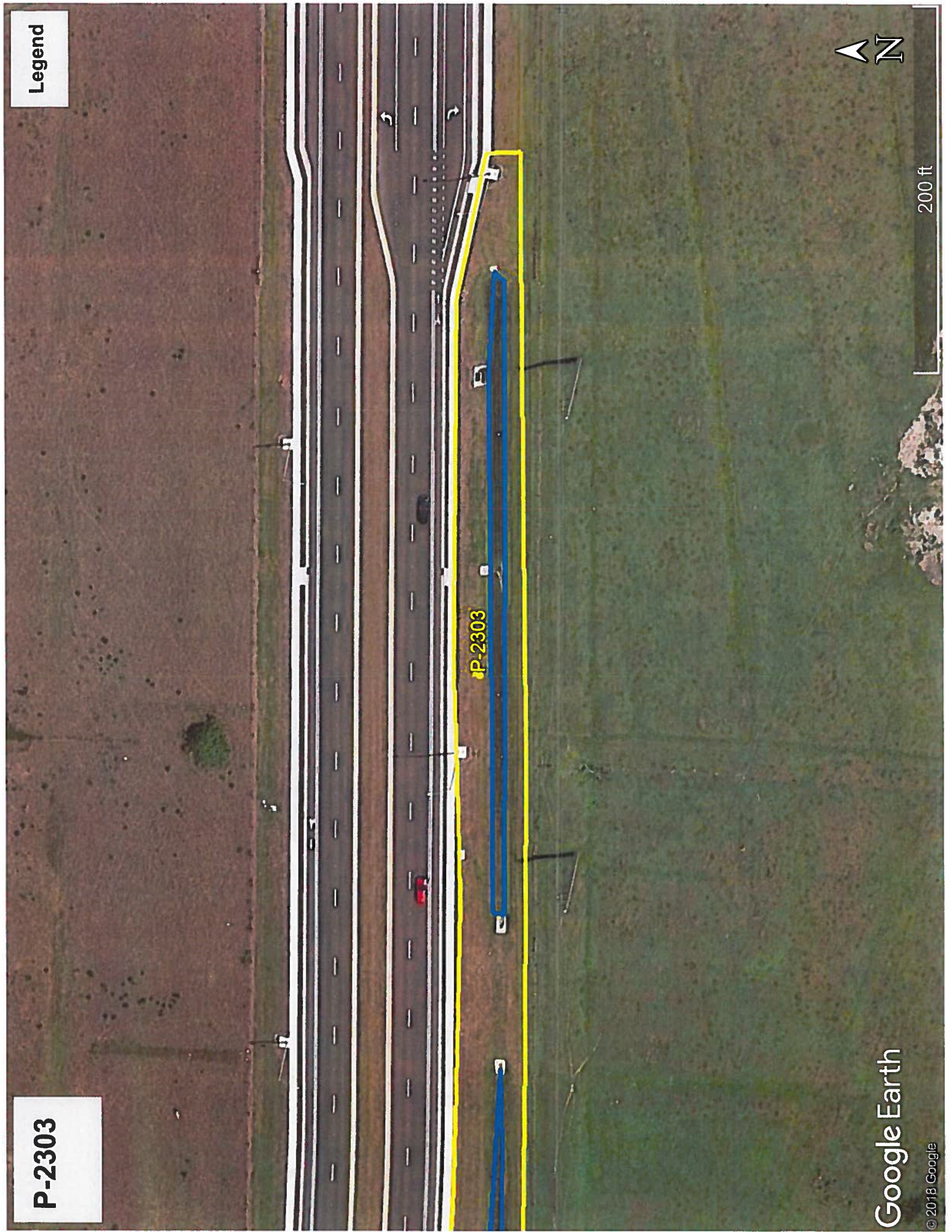
P-2303



Google Earth

© 2018 Google

200 ft



P-2304, 2305

Legend



Google Earth

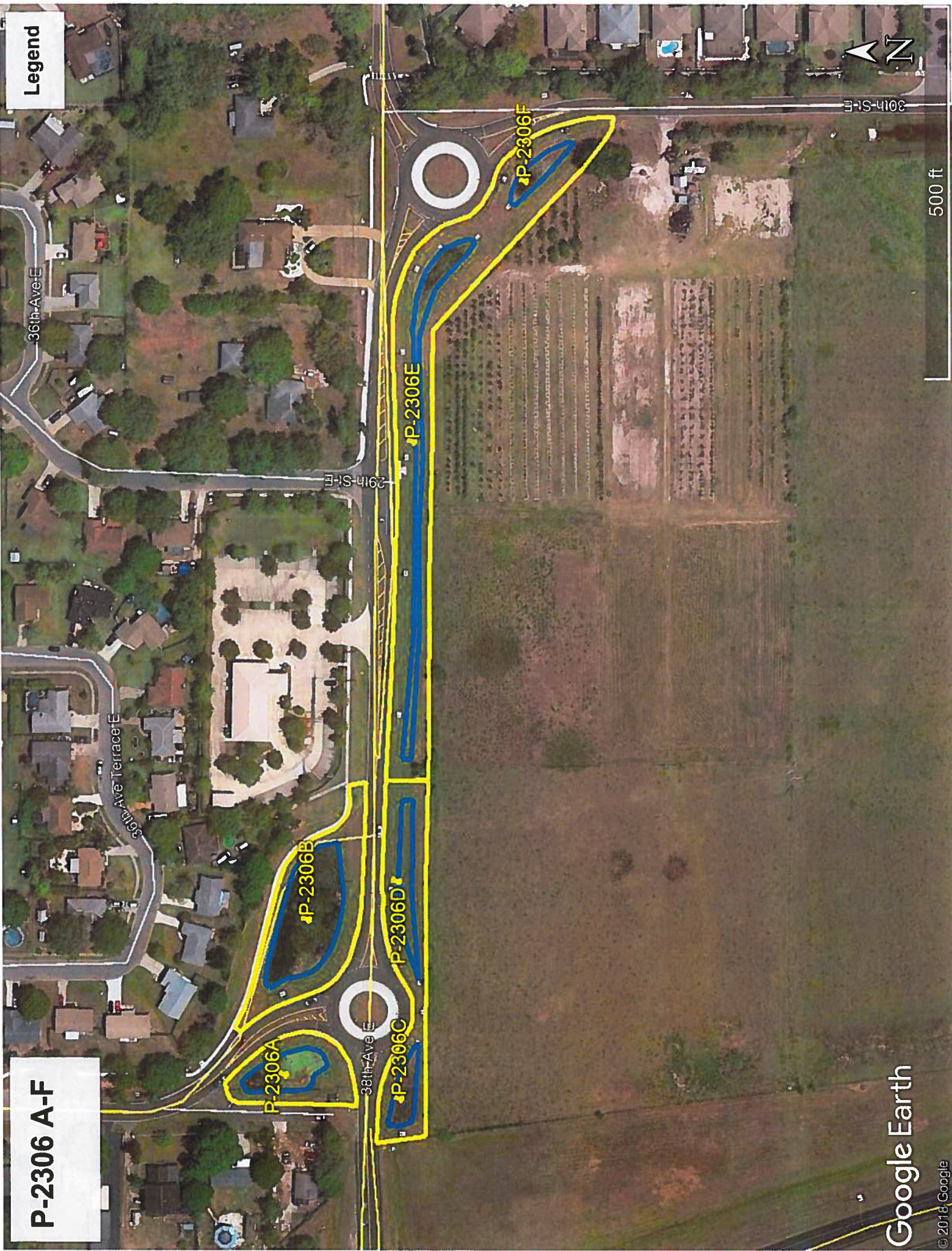
© 2018 Google



300 ft

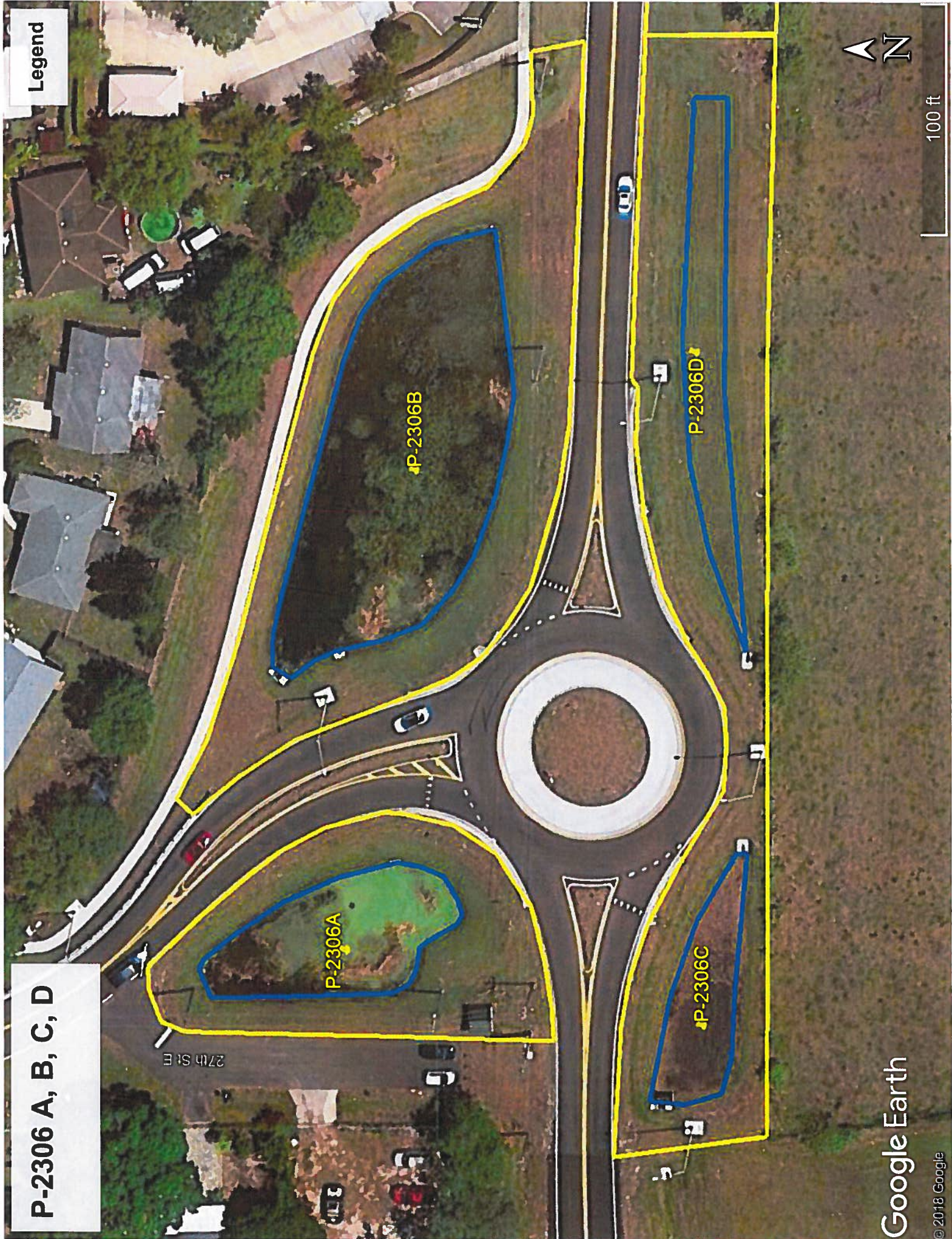
P-2306 A-F

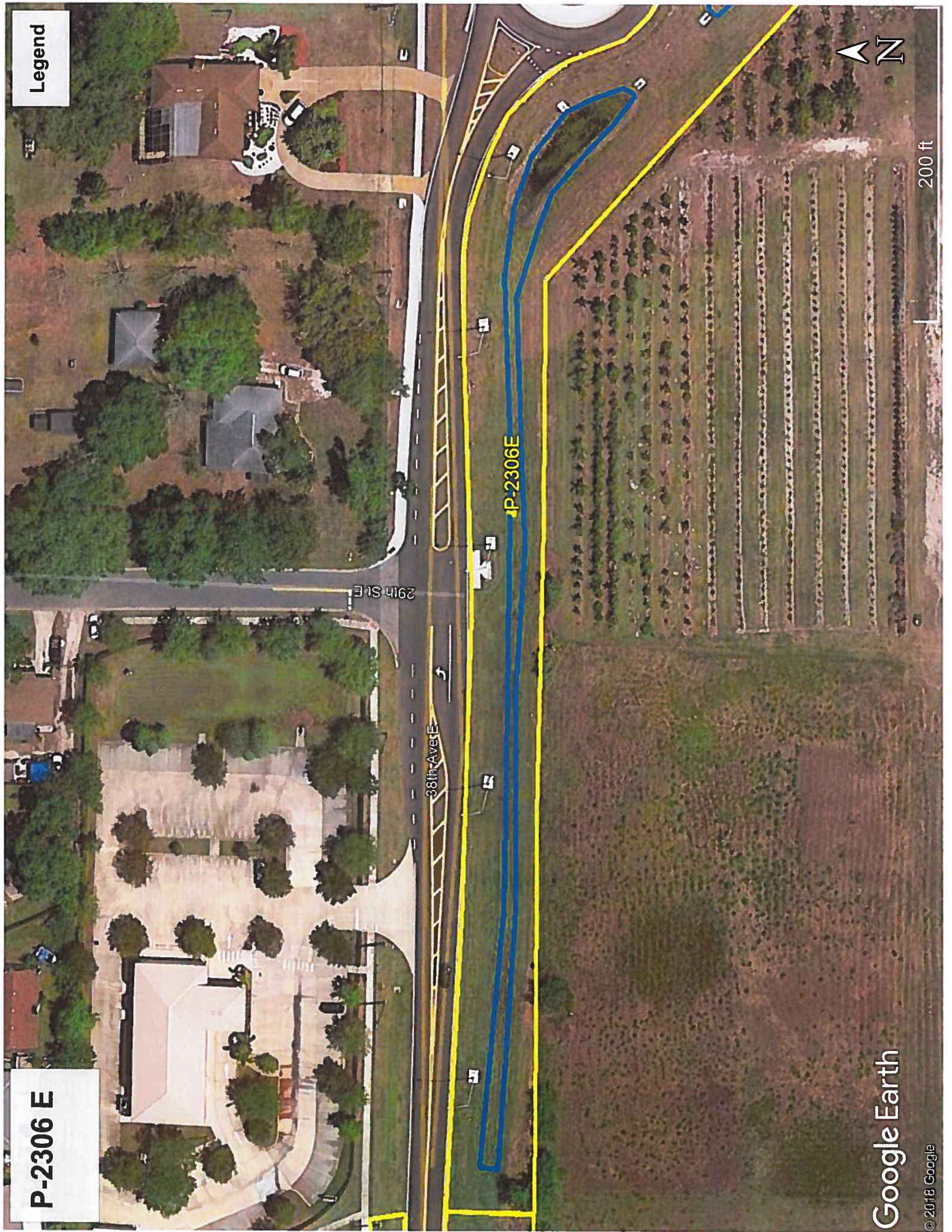
Legend



P-2306 A, B, C, D

Legend





P-2306 E

Legend

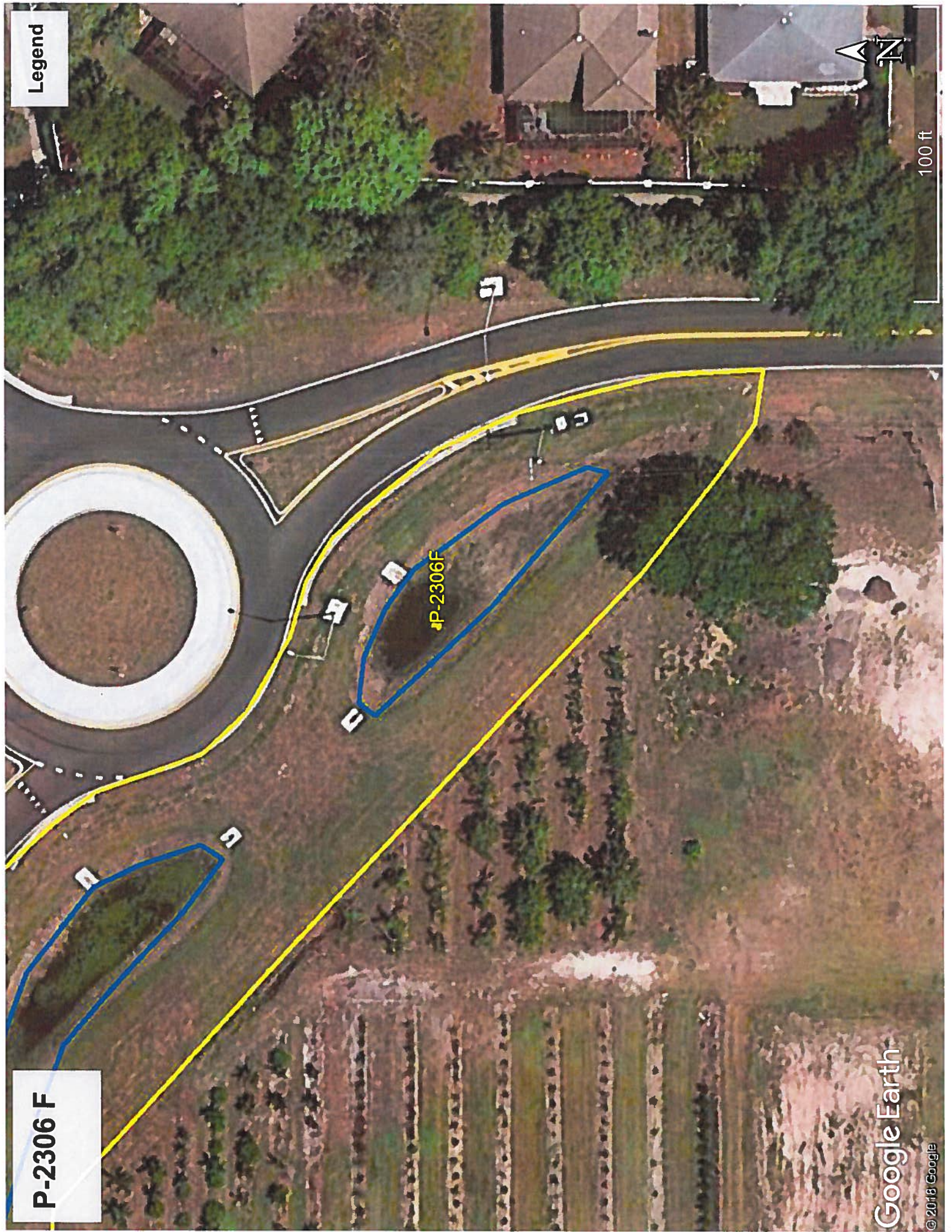
29th St E

38th Ave E

P-2306E



200 ft



Legend

100 ft



P-2306F

P-2306 F

Google Earth

© 2018 Google

Legend

P-2293



400 ft

39th St E

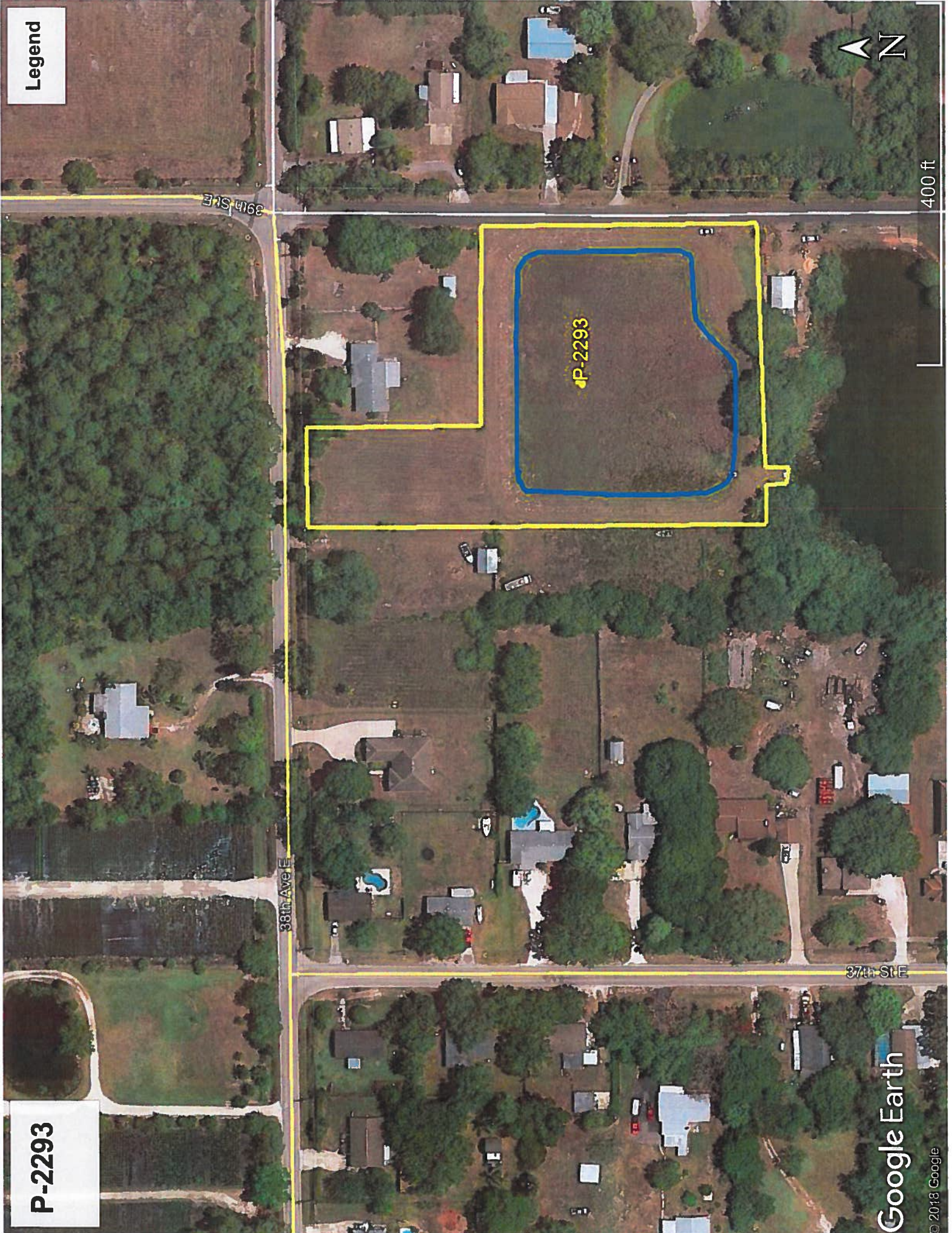
38th Ave E

37th St E

P-2293

Google Earth

© 2018 Google



Legend

P-2292

39th St E

44th Ave E

© 2018 Google

Google Earth

300-ft



Legend

P-2105, 2294, 2295

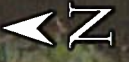
P-2105

44th Ave E

37th St E

P-2294

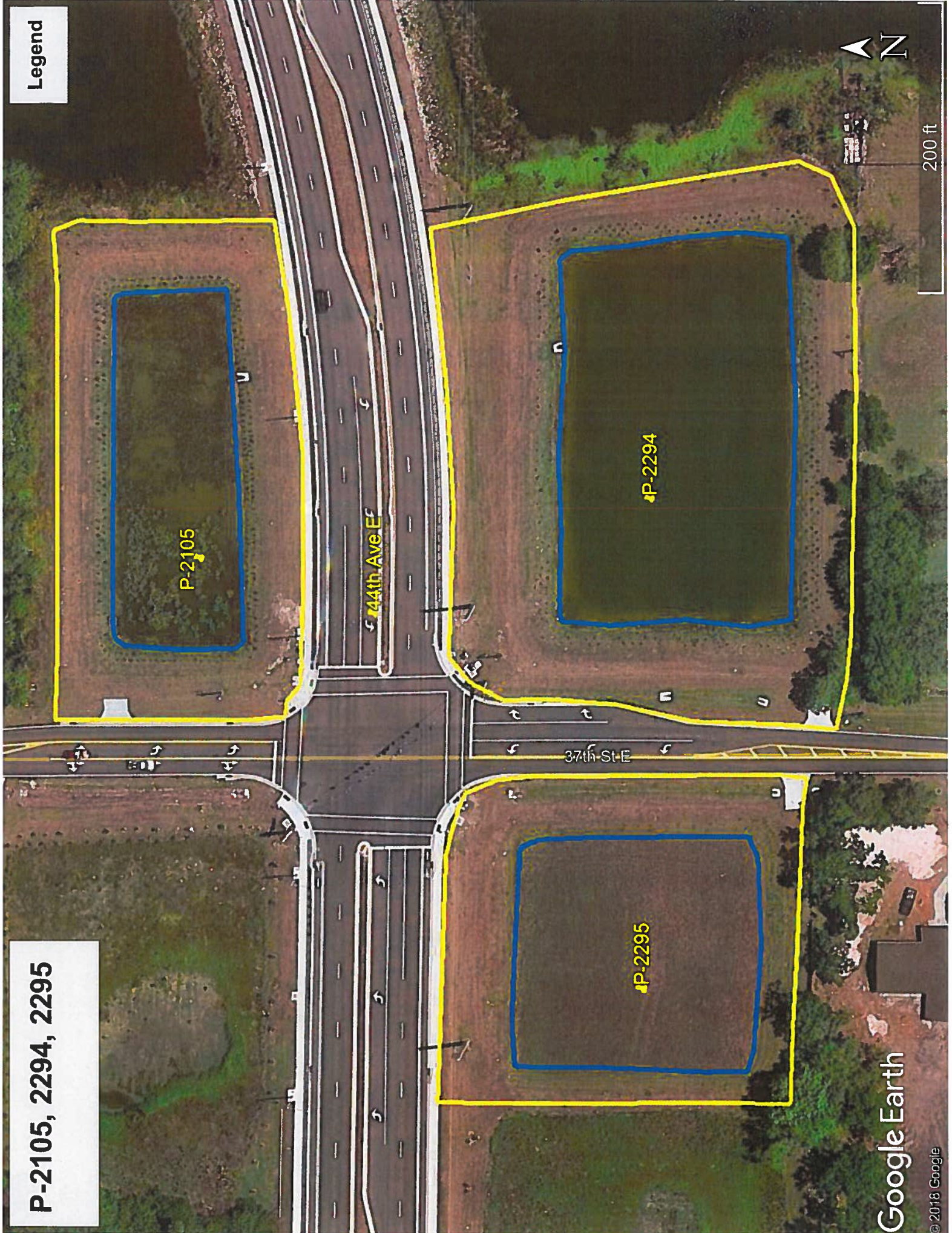
P-2295



200 ft

Google Earth

© 2018 Google



Legend



400 ft

26th St E

25th St E

24th St E

51st Ave Dr E

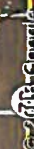
P-78

53rd Ave E

P-78

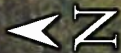
22nd St Ct E

Google Earth



©2011 Google

Legend



200 ft

51st Ave E

15th St Ct E

P-143

638

15th St E

P-143

Google Earth

© 2018 Google



Legend

P-39

51st Ave E

50th B Ave E

60th Ave Dr E

50th C Ave E

50 D Ave

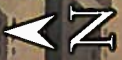
50th D Ave E

51st A Ave E

9th St N



P-39



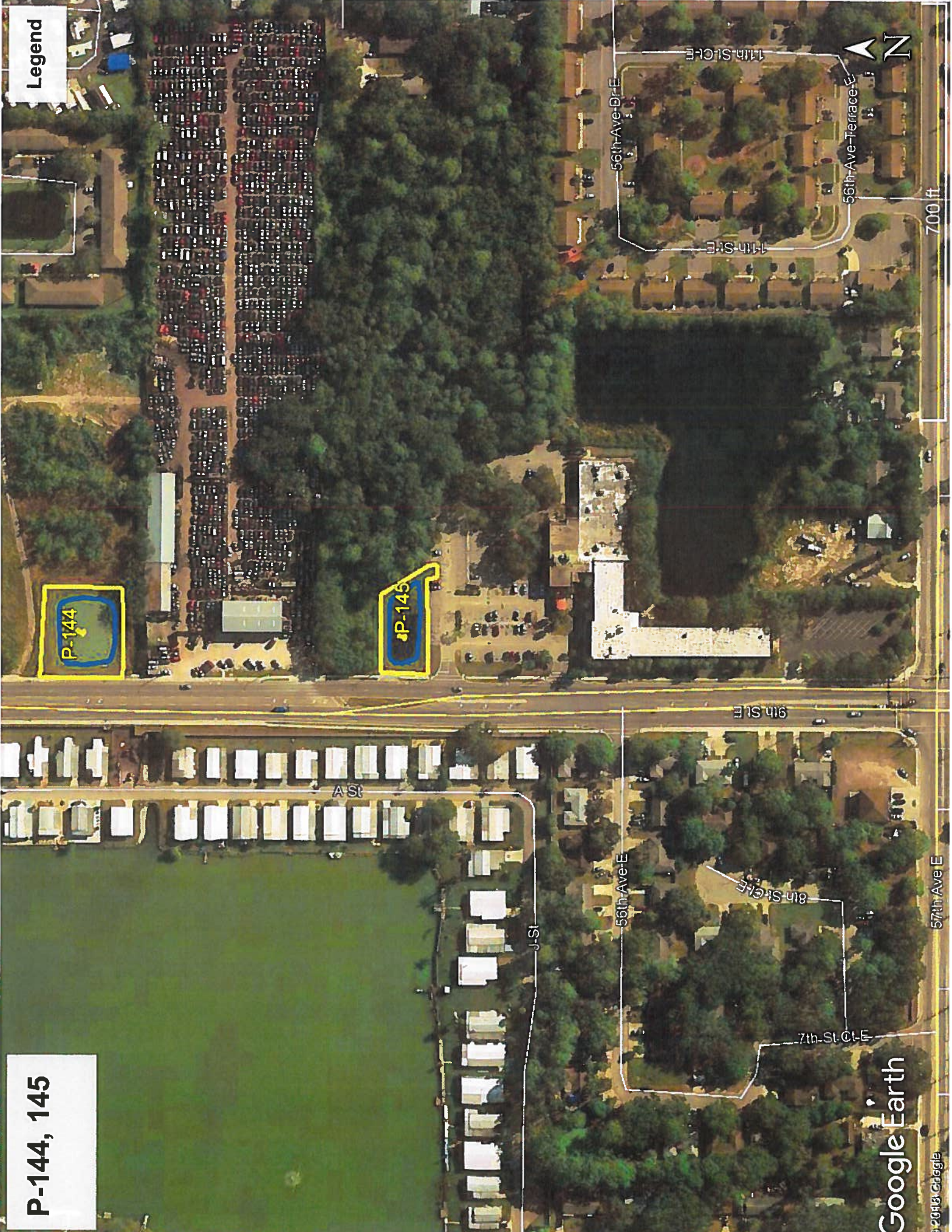
300 ft

Google Earth

© 2019 Google

P-144, 145

Legend

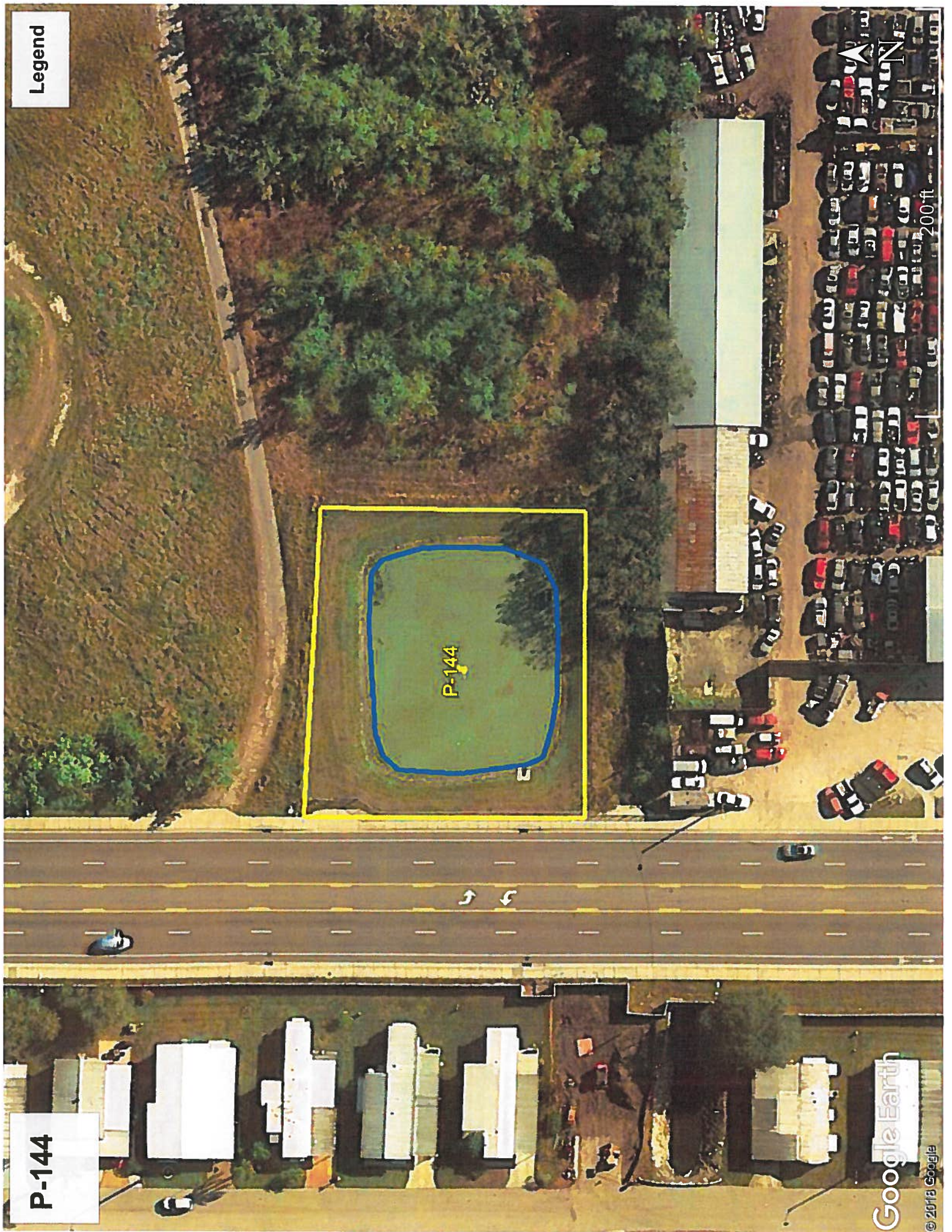


Google Earth

© 2018 Google

57th Ave E

700 ft



Legend

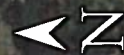
P-144

P-144

200 ft



Legend



200 ft



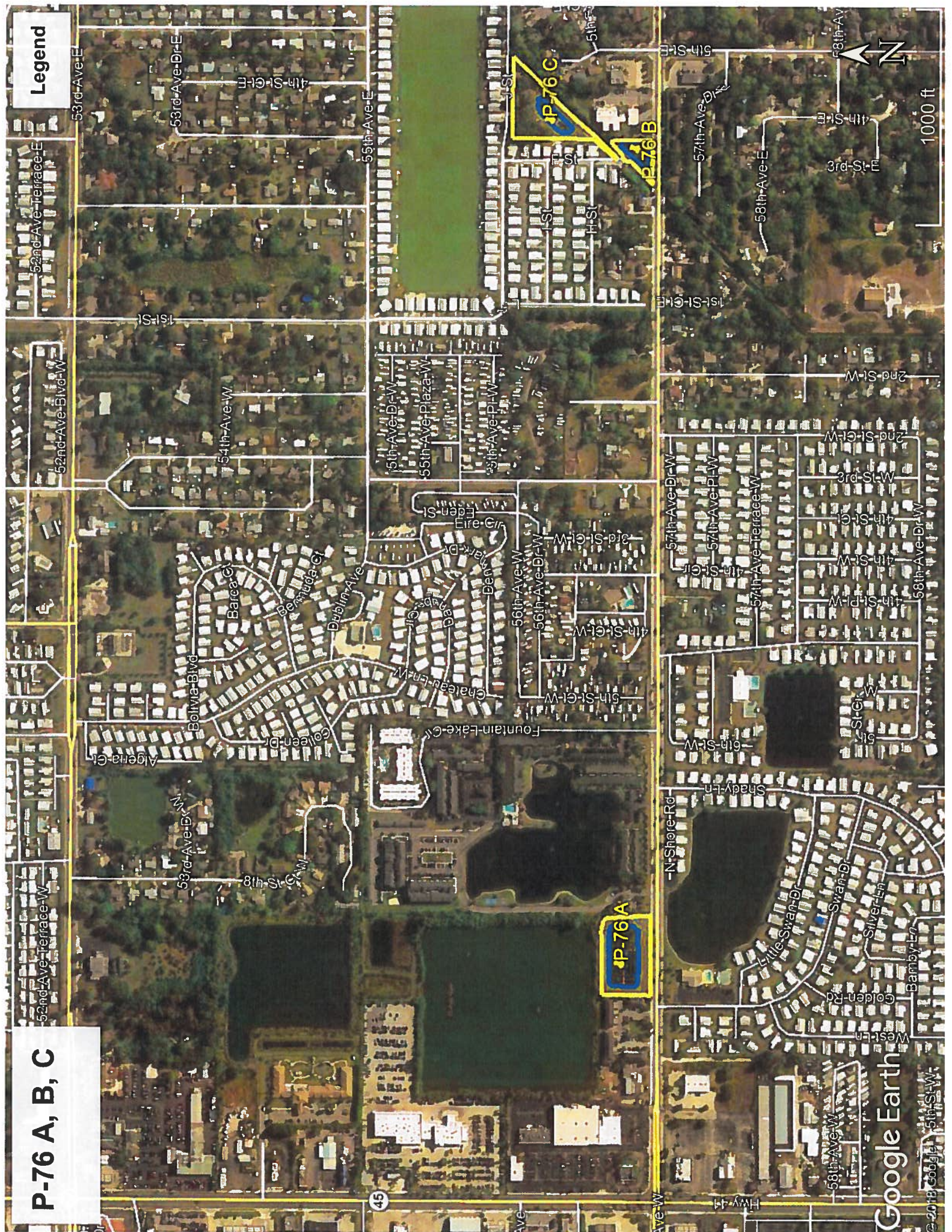
P-145

Google Earth

© 2018 Google

P-76 A, B, C

Legend



Google Earth

© 2013 Google

58th Ave W

59th Ave W

58th Ave W

59th Ave W

58th Ave W

59th Ave W

58th Ave W

59th Ave W

58th Ave W

59th Ave W

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58th Ave W

59th Ave W

Legend

P-76 A



400 ft

Google Earth

© 2018 Google

Legend

P-76 B,C



Google Earth

© 2018 Google

Legend

P-76 D



700 ft

55th Ave Cir E

56th Ave Dr E

57th Ave Dr E

P-76 D

638

15th St E

14th St E

56th Ave Terrace E

57th Ave E

13th St E

Google Earth

© 2018 Google



Legend



400 ft

5th St E

60th Ave Dr E

3rd St E

60th Ave E

59th Ave Dr E

1st St E



P-29



P-30

P-29, 30

Google Earth

© 2018 Google

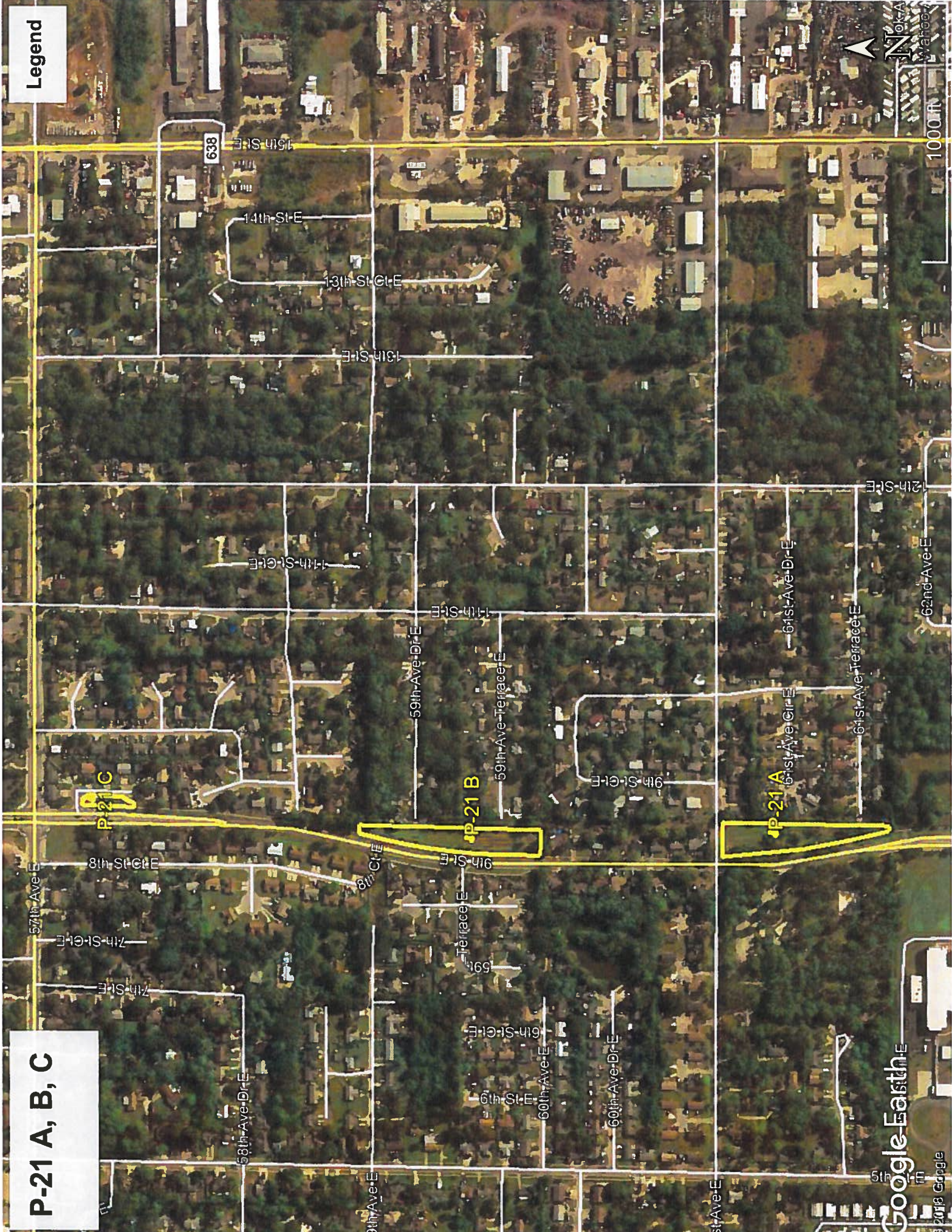
P-21 A, B, C

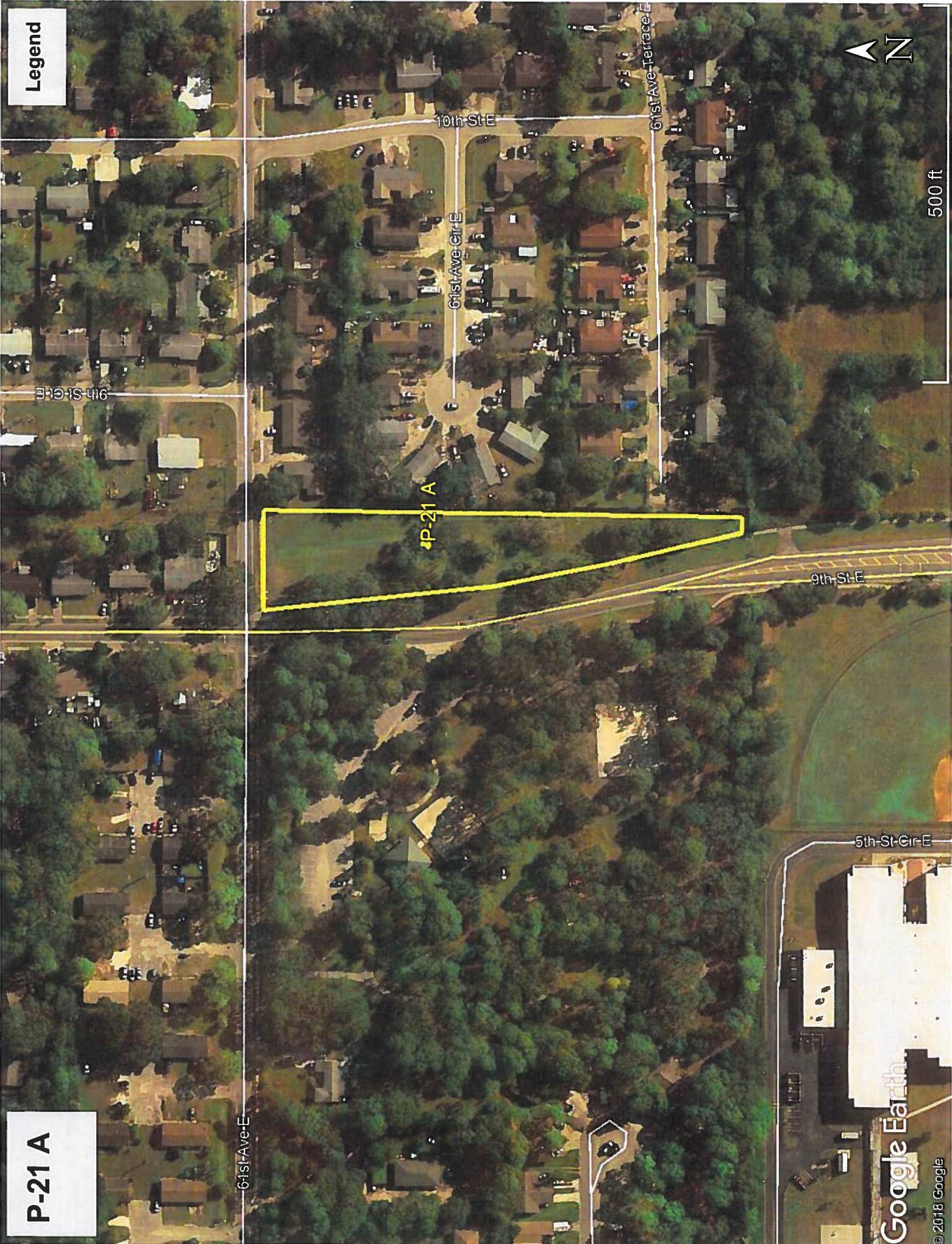
Legend

P-21 C

P-21 B

P-21 A





Legend

P-21 A

P-21 A

10th St-E

61st Ave Cir-E

61st Ave Terrace-E

9th St-E

9th St-E

5th St Cir-E

500 ft

Google Earth

© 2018 Google

P-21 B

Legend



P-21 C

Legend

57th Ave E

57th Ave Dr E

8th St E

9th St E

P-21 C
9th St E

10th St E

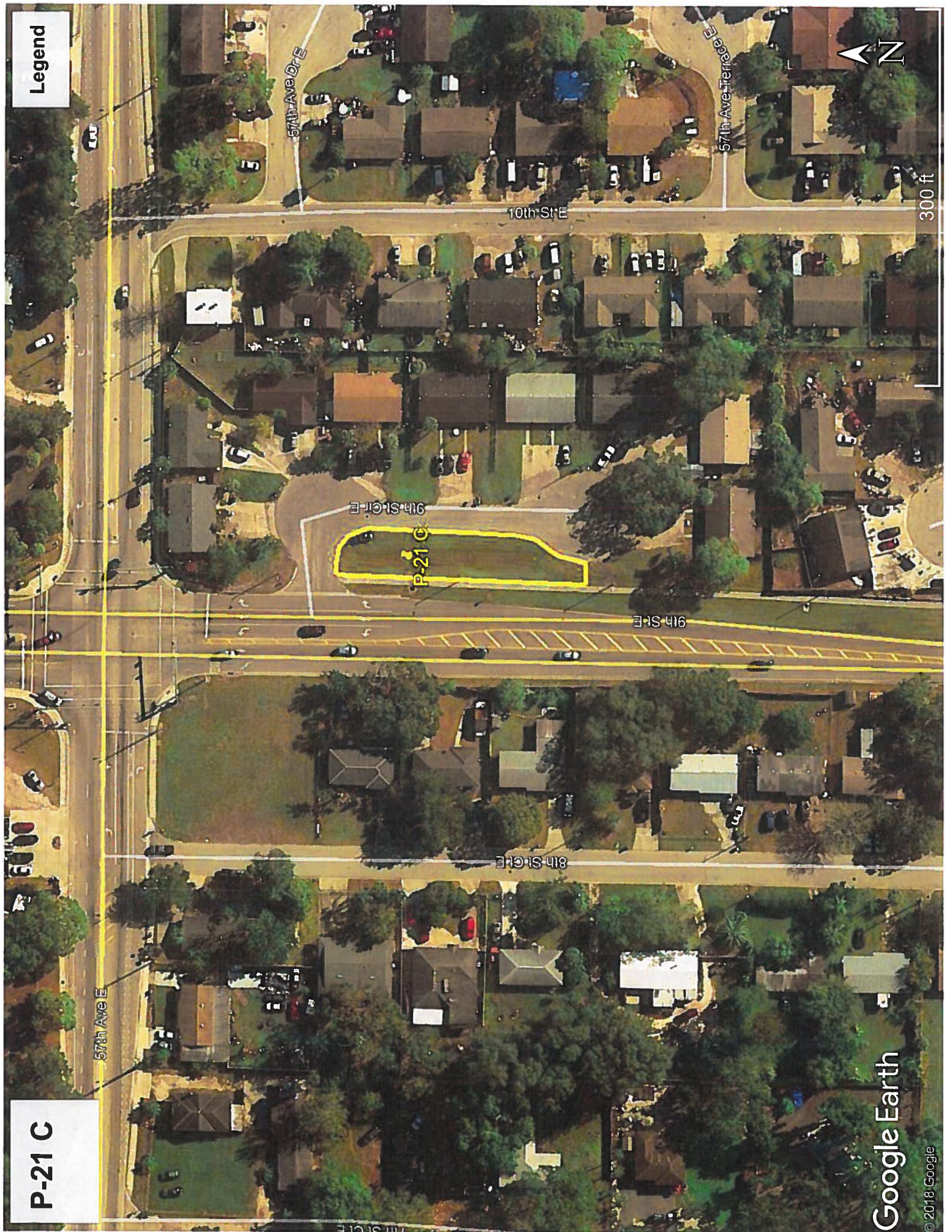
57th Ave Terrace E



300 ft

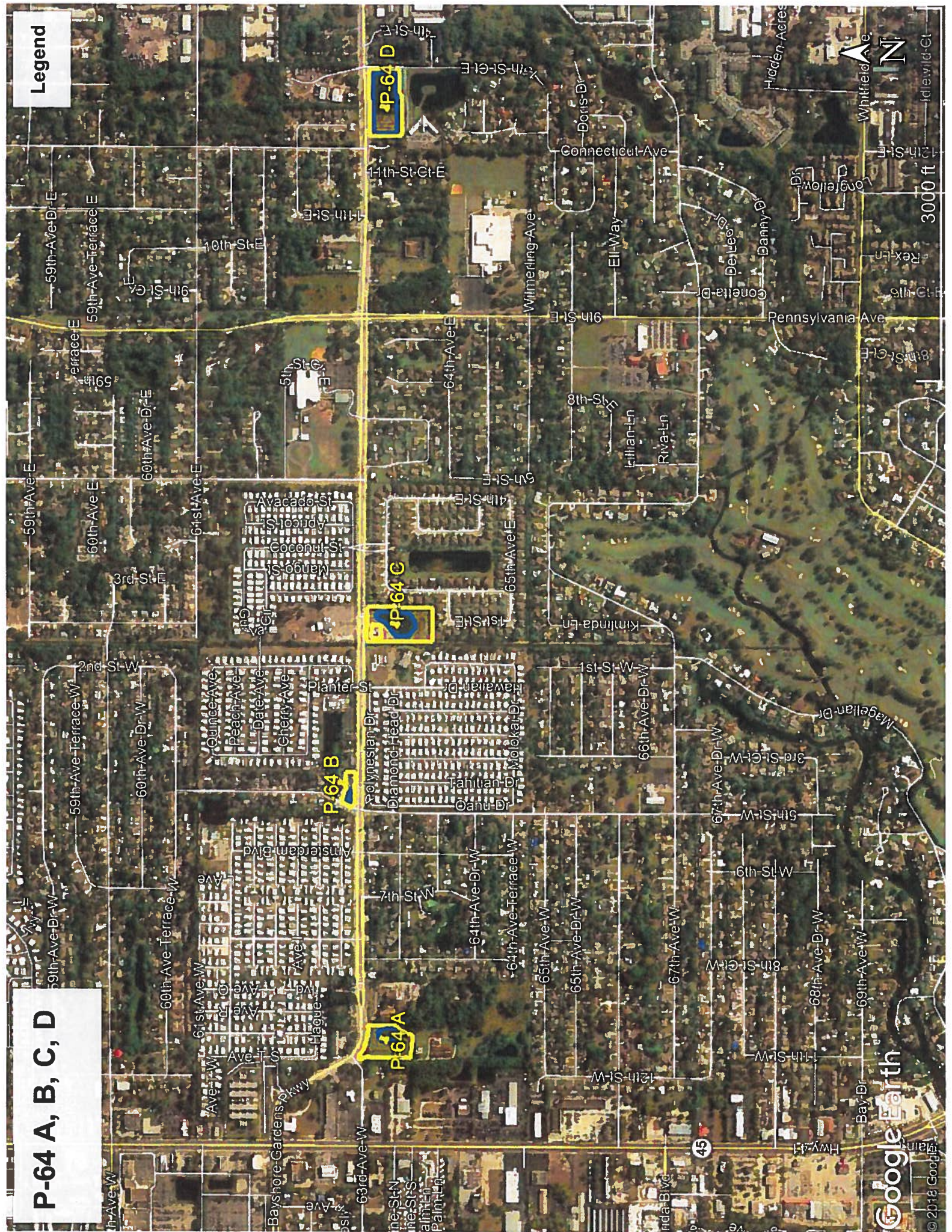
Google Earth

© 2018 Google



P-64 A, B, C, D

Legend





Legend

P-64 A

8th St Ct W



500 ft

Bayshore Gardens Pkwy

Hague Blvd

HWY 41

Google Earth

©2018 Google

P-64 B

Legend

ve-W

G-Ave-E

re-W

B-Ave-E

re-W

A-Ave-E

Amsterdam Blvd

6th St W

63rd Ave W

Polynesian Dr

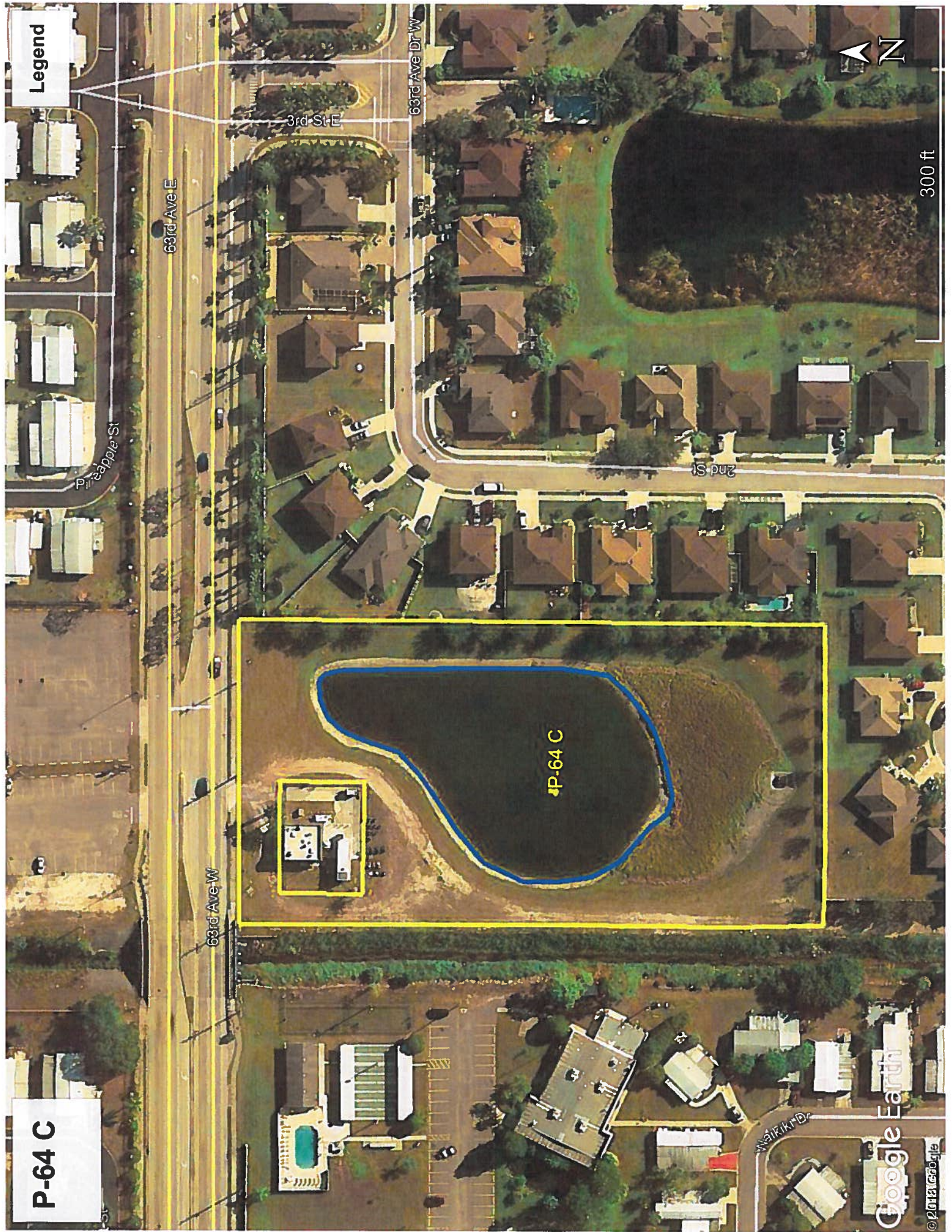
6th St W

63rd Ave Dr W

Diamond Head Dr

400 ft





Legend



300 ft

P-64 C

P-64 C

63rd Ave E

63rd Ave Dr W

3rd St E

2nd St

63rd Ave W

Waikiki Dr

Google Earth

© 2013 Google



Legend

P-64 D

12th St Ct E

63rd Ave E

13th St Ct E

11th St Ct E



300 ft

Google Earth

© 2018 Google

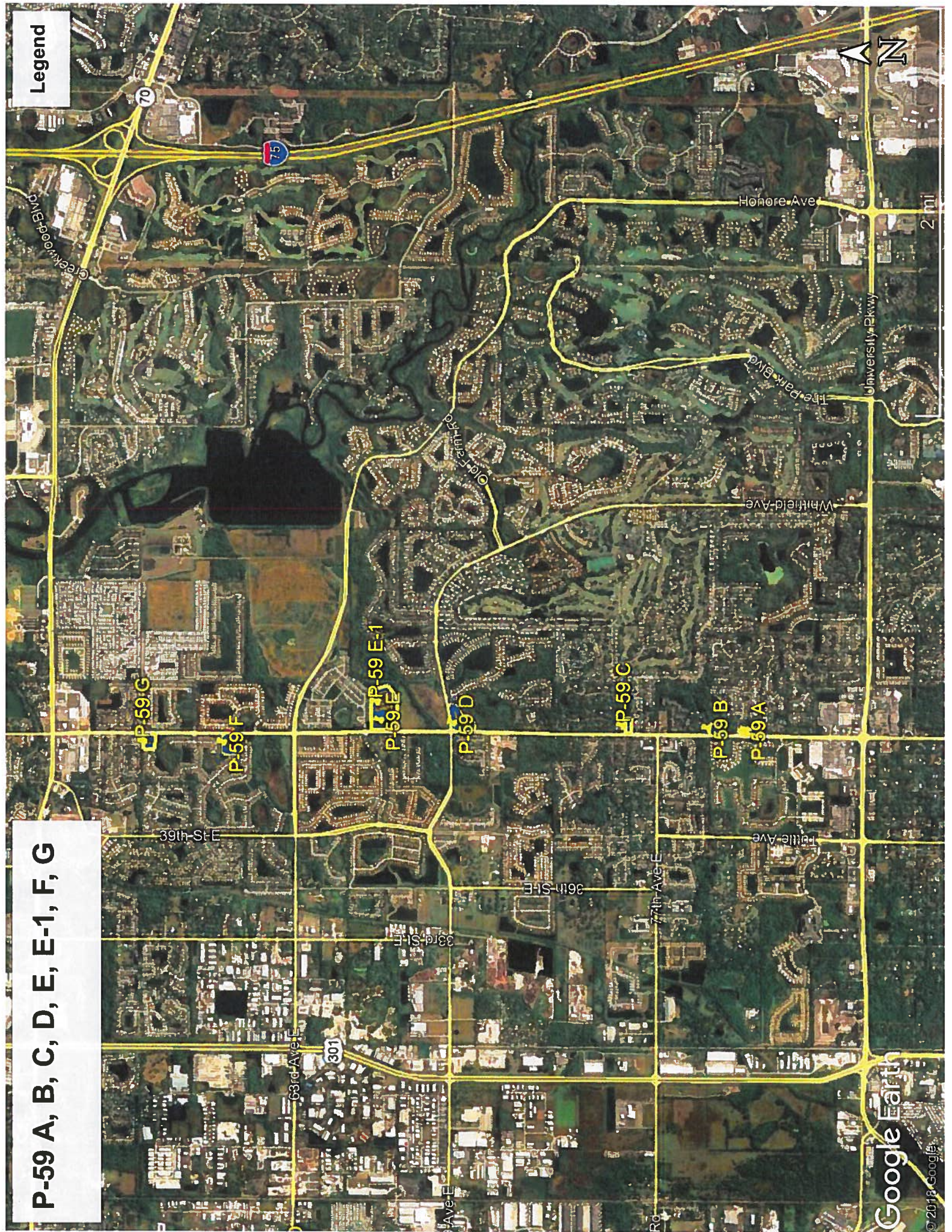


Legend

P-70 A

P-59 A, B, C, D, E, E-1, F, G

Legend



Legend



P-59 A

Legend

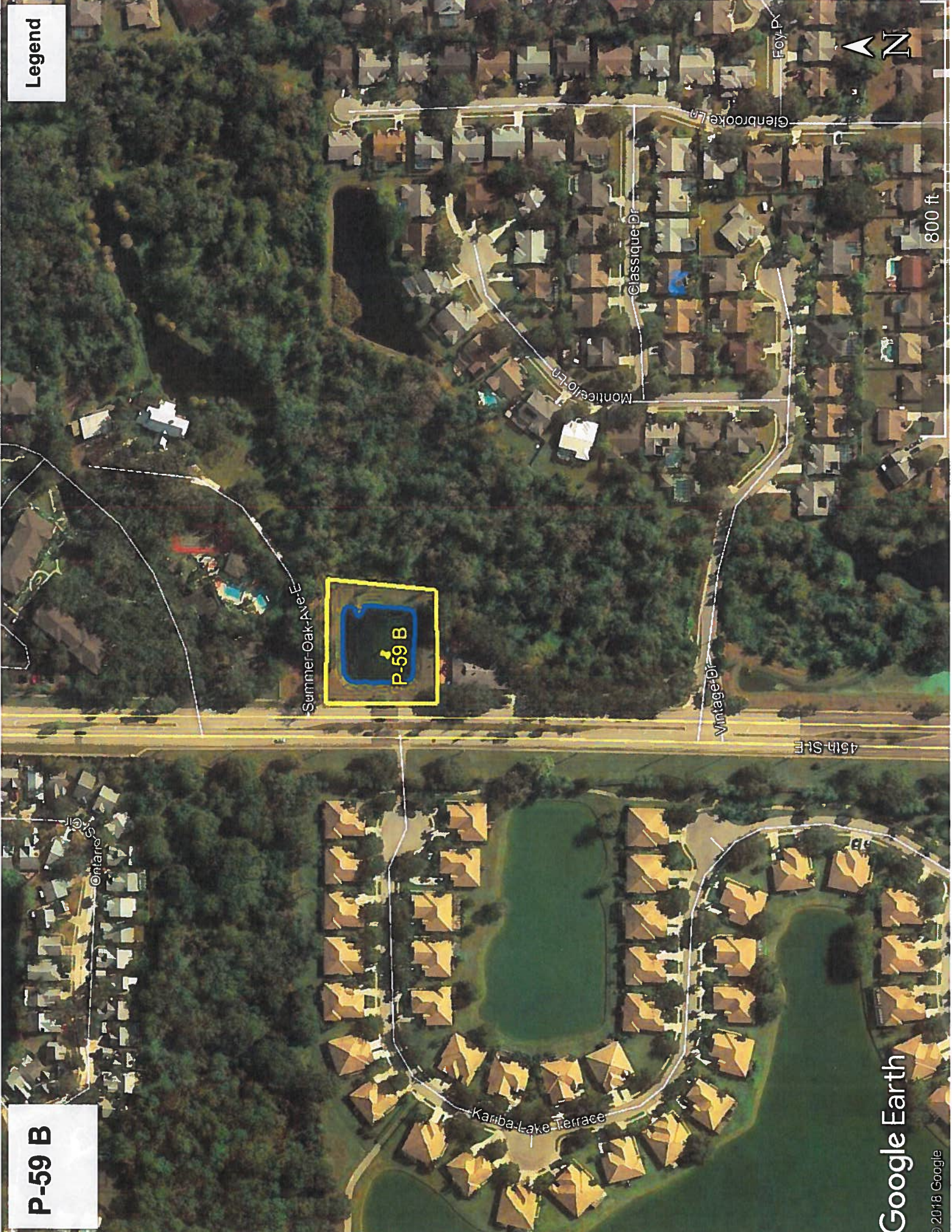
P-59 B



800 ft

Google Earth

© 2018 Google



Legend

P-59 C

Sandner Dr

Alicia St

45th St E

76th Ave Dr E



300 ft

Google Earth

© 2018 Google

P-59 C



Legend

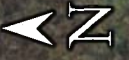
P-59 D

P-59 D

Whitfield Ave

45th St E

44th St E



400 ft

Google Earth

© 2018 Google



P-59 E, E-1

Legend

Cascades Way

N. Woodpecker Dr

45th St, E

P-59 E

P-59 E-1

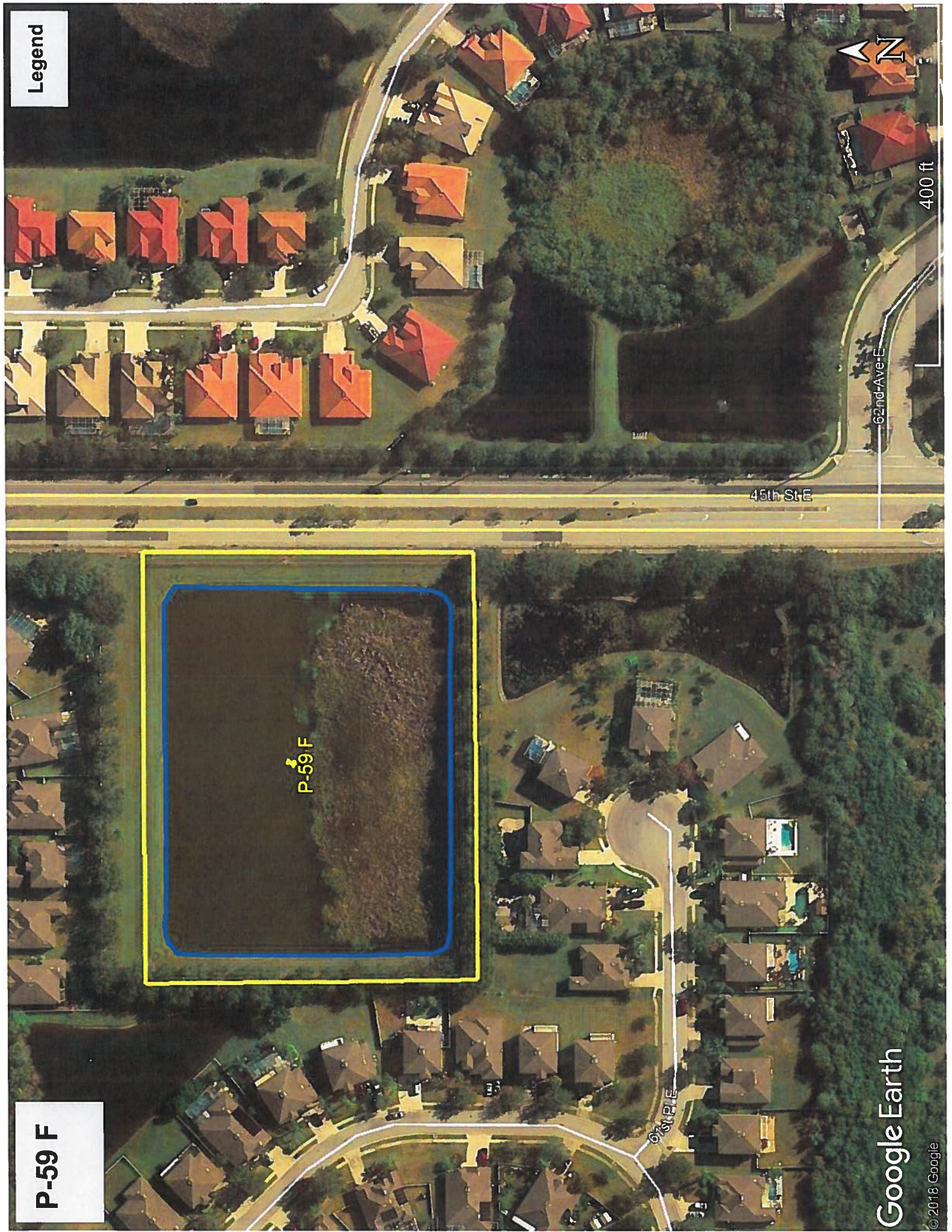


400 ft

Google Earth

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Legend



P-59 F

P-59 F

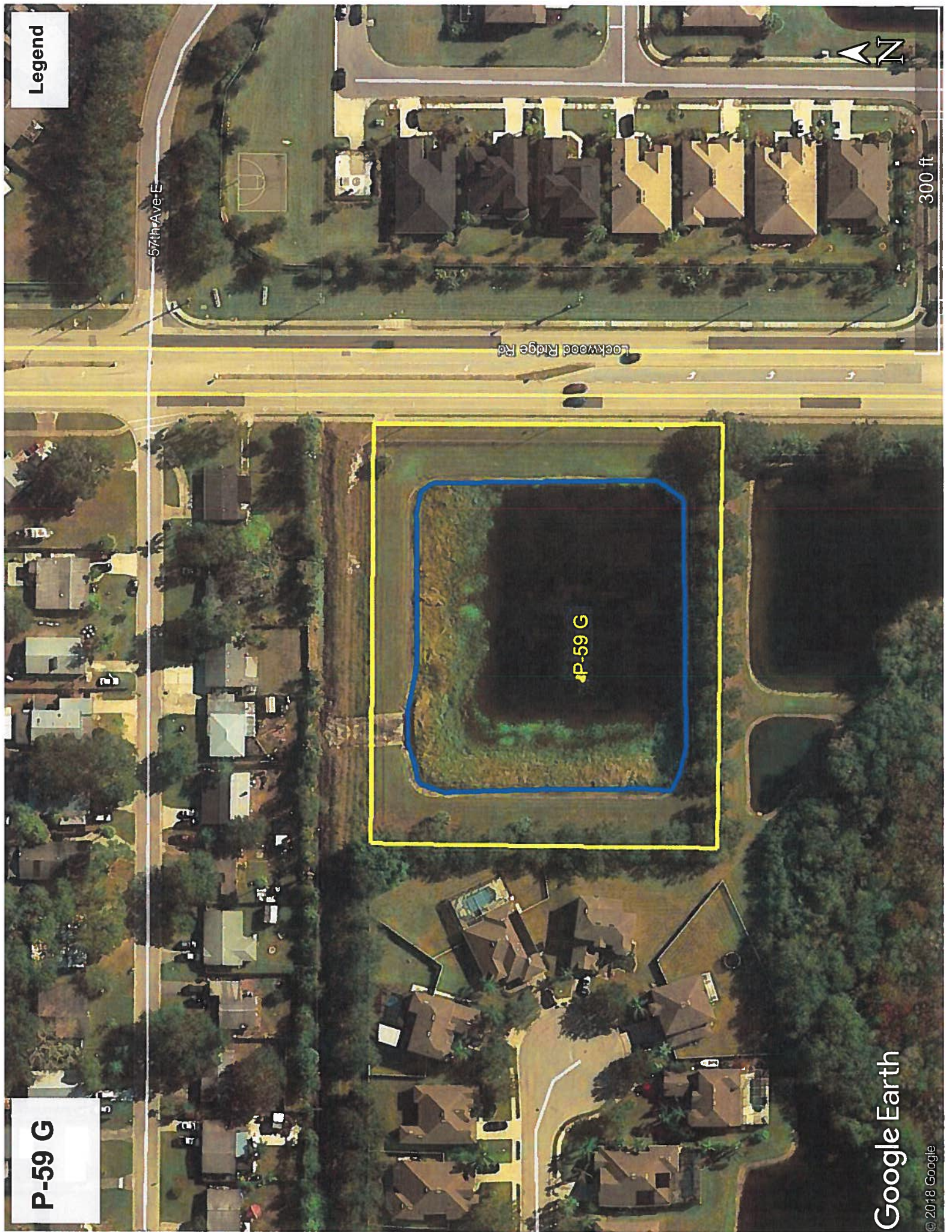
45th St E

62nd Ave E

400 ft

Google Earth

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Legend

57th Ave E

Lockwood Ridge Rd

300 ft

P-59 G

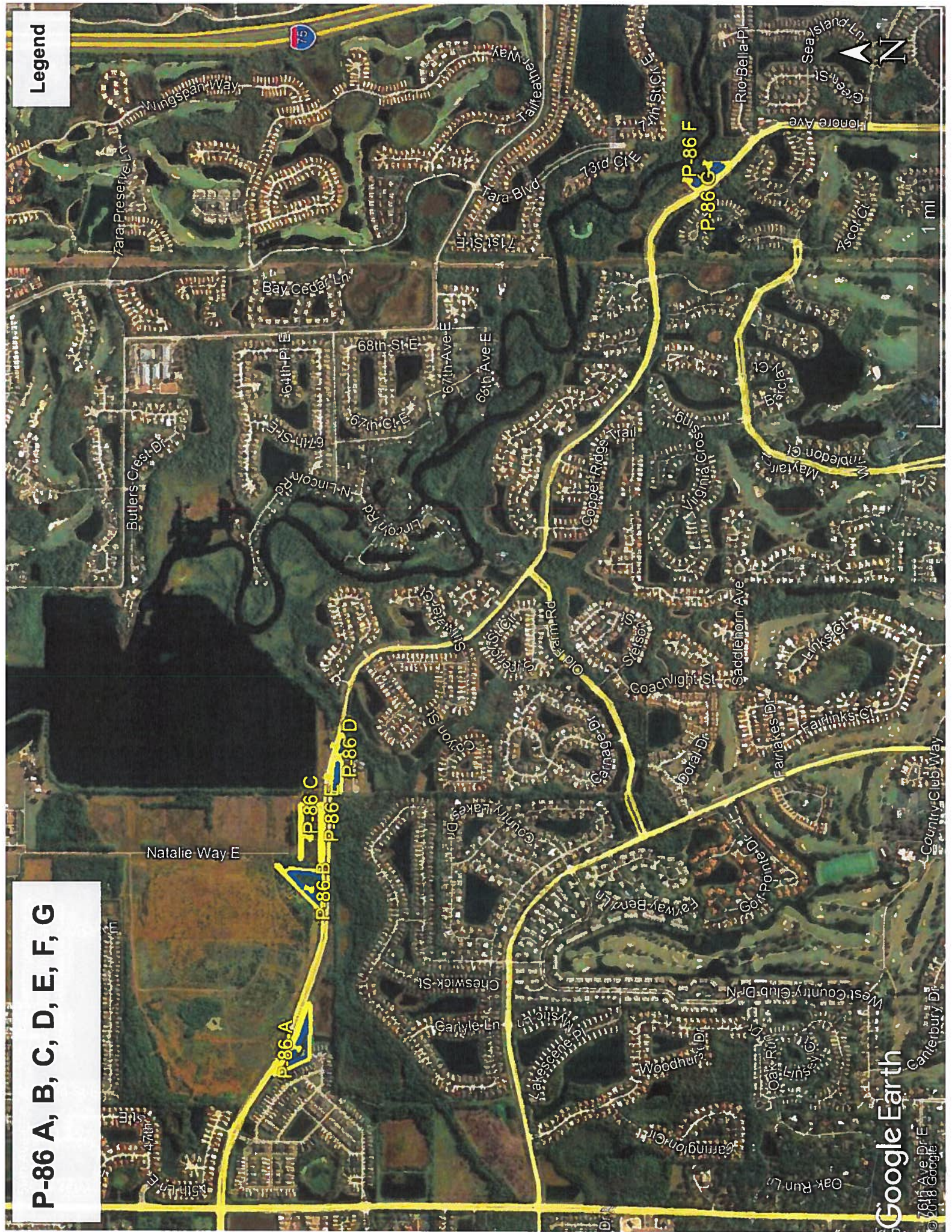
P-59 G

Google Earth

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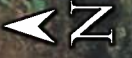
P-86 A, B, C, D, E, F, G

Legend



Legend

P-86 A



500 ft

Honore Ave

Silvermoss Dr

Lake Breeze Terrace

P-86 A

Google Earth

© 2013 Google



Legend

P-86 B, C

Natalie-Way-E

P-86 C

P-86 B

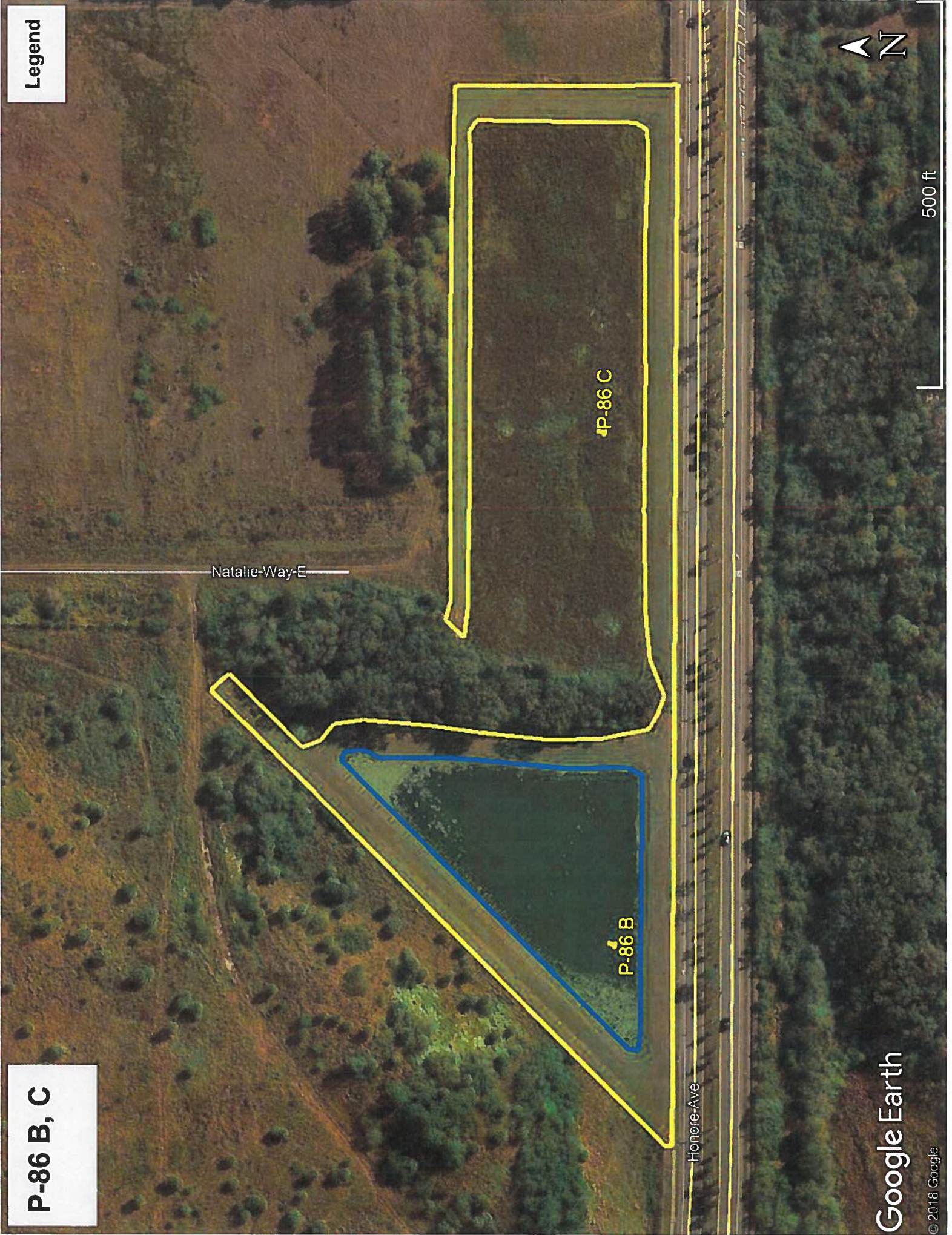
Honore-Ave



500 ft

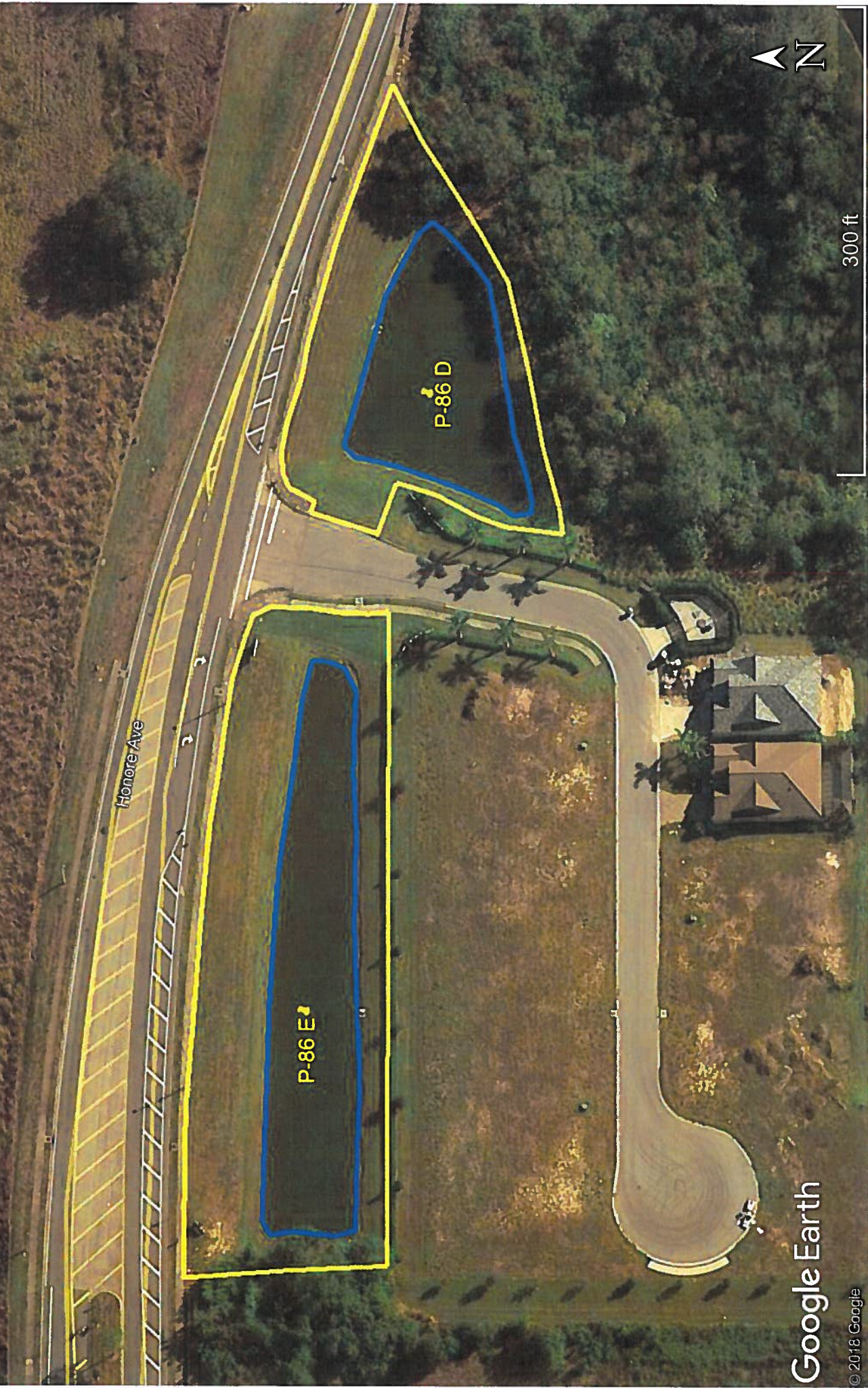
Google Earth

© 2018 Google



P-86 D, E

Legend



Legend

P-86 F, G



P-83

Legend

Natalie Way

P-83

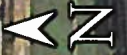
70

53rd Ave E

Google Earth

© 2018 Google

200 ft





Legend

P-81 C, D

P-81 D

P-81 G

48th Ave Dr E

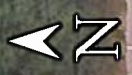
Caruso Rd

Willow Gr

Palmetto Trail

Blue Jay Dr

Mockingbird Ln



500 ft

Legend

P-81 C

P-81 C

Caruso Rd

Willow Cir



100 ft

Google Earth

© 2018 Google



Legend



100 ft



P-81 D

P-81 D

Google Earth

© 2018 Google



Legend

P-2173

Creekwood Blvd

44th Ave E

73rd St E

72nd Ct E

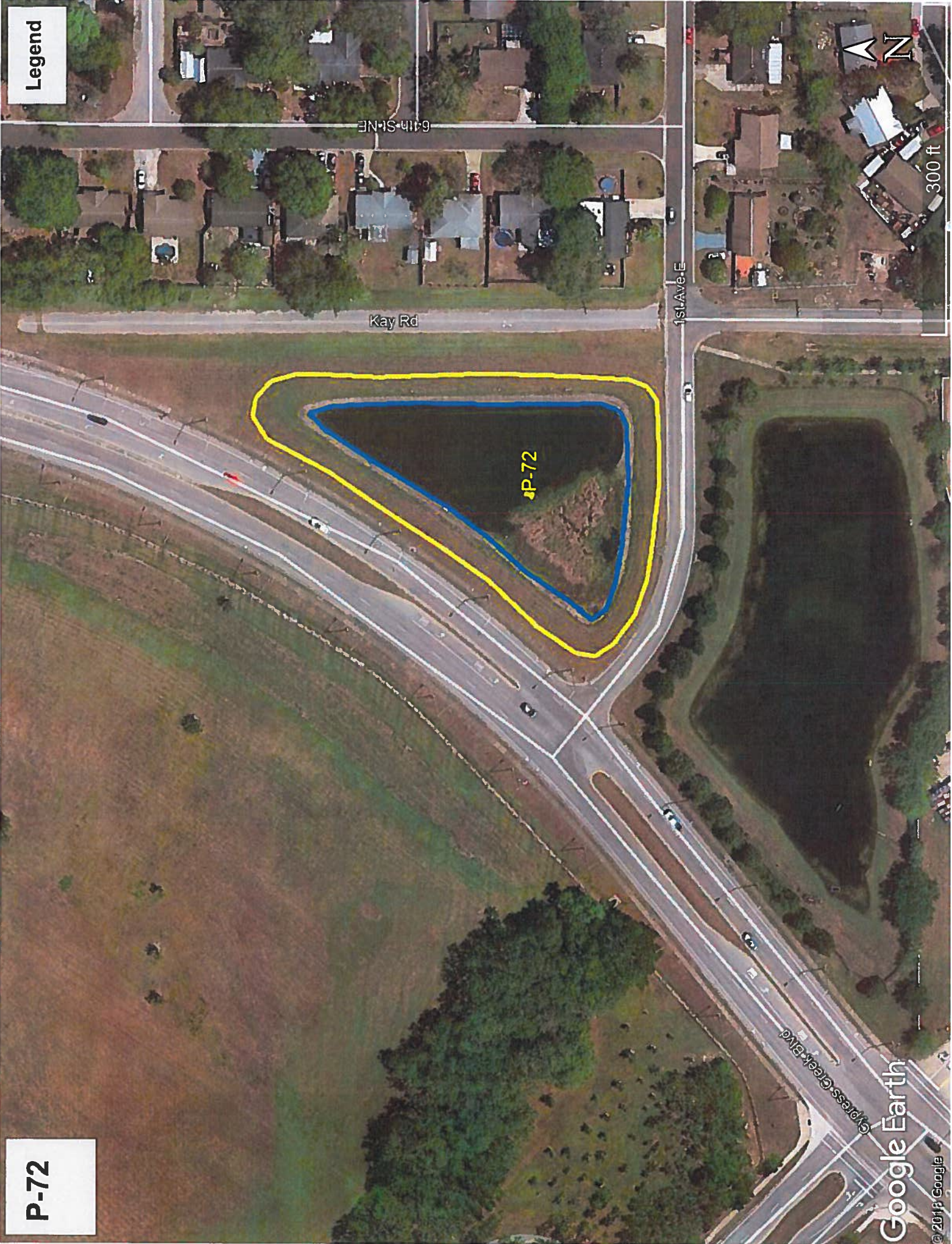
46th Ave GLE

500 ft



Google Earth

© 2018 Google



Legend

64th St NE

Kay Rd

1st Ave E

300 ft

P-72

Gress-Greek Blvd

Google Earth

© 2013 Google

P-72



Legend

P-90



400 ft.

2nd Ave W

3rd Ave W

4th Ave W

17th St W

P-90

Google Earth

© 2018 Google

Legend

P-95



100 ft

23rd St E

P-95

S Tamiami Trail

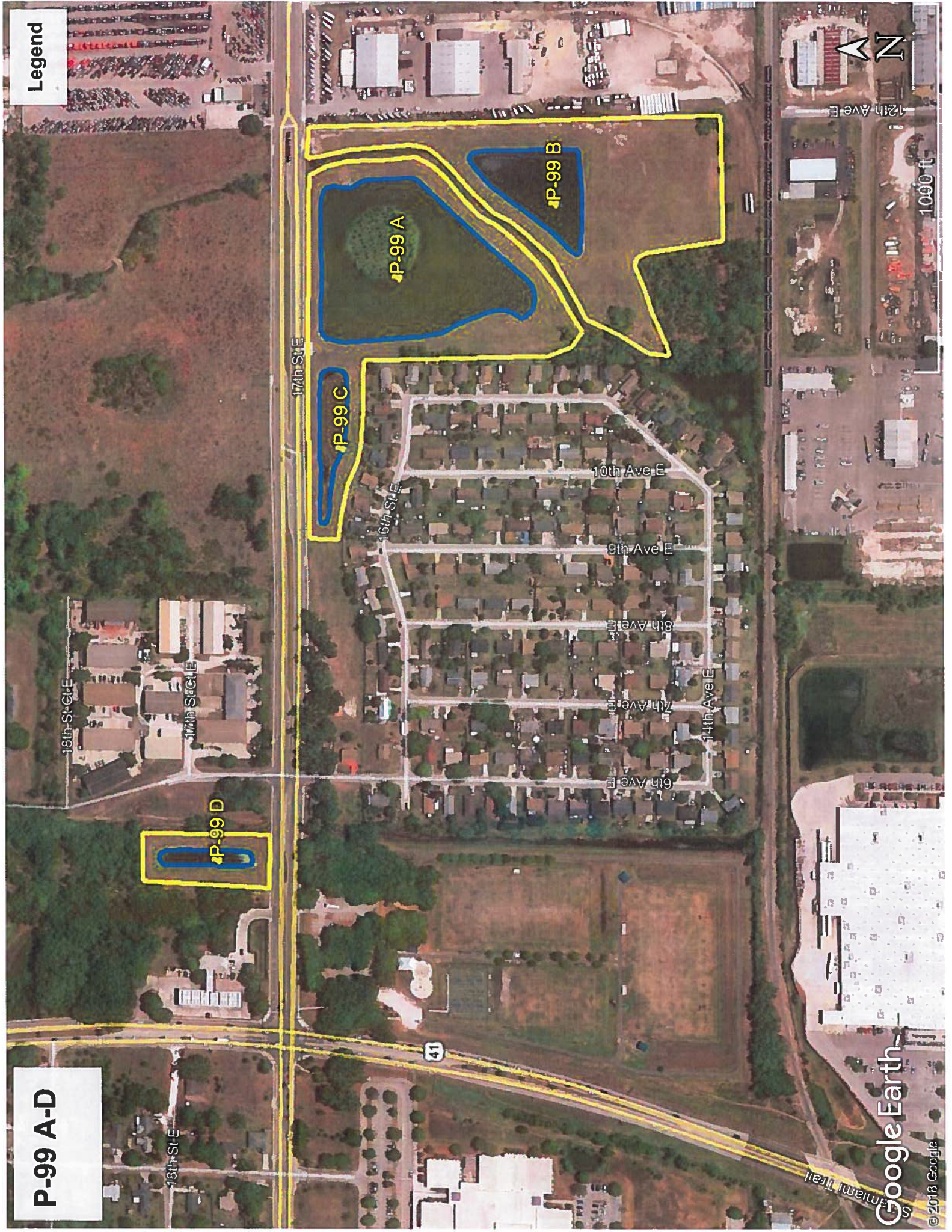
Google Earth

© 2018 Google



Legend

P-99 A-D



17th St E

16th St E

18th St E

17th St E

10th Ave E

9th Ave E

8th Ave E

7th Ave E

6th Ave E

14th Ave E

18th St E

41

12th Ave E

1000 ft

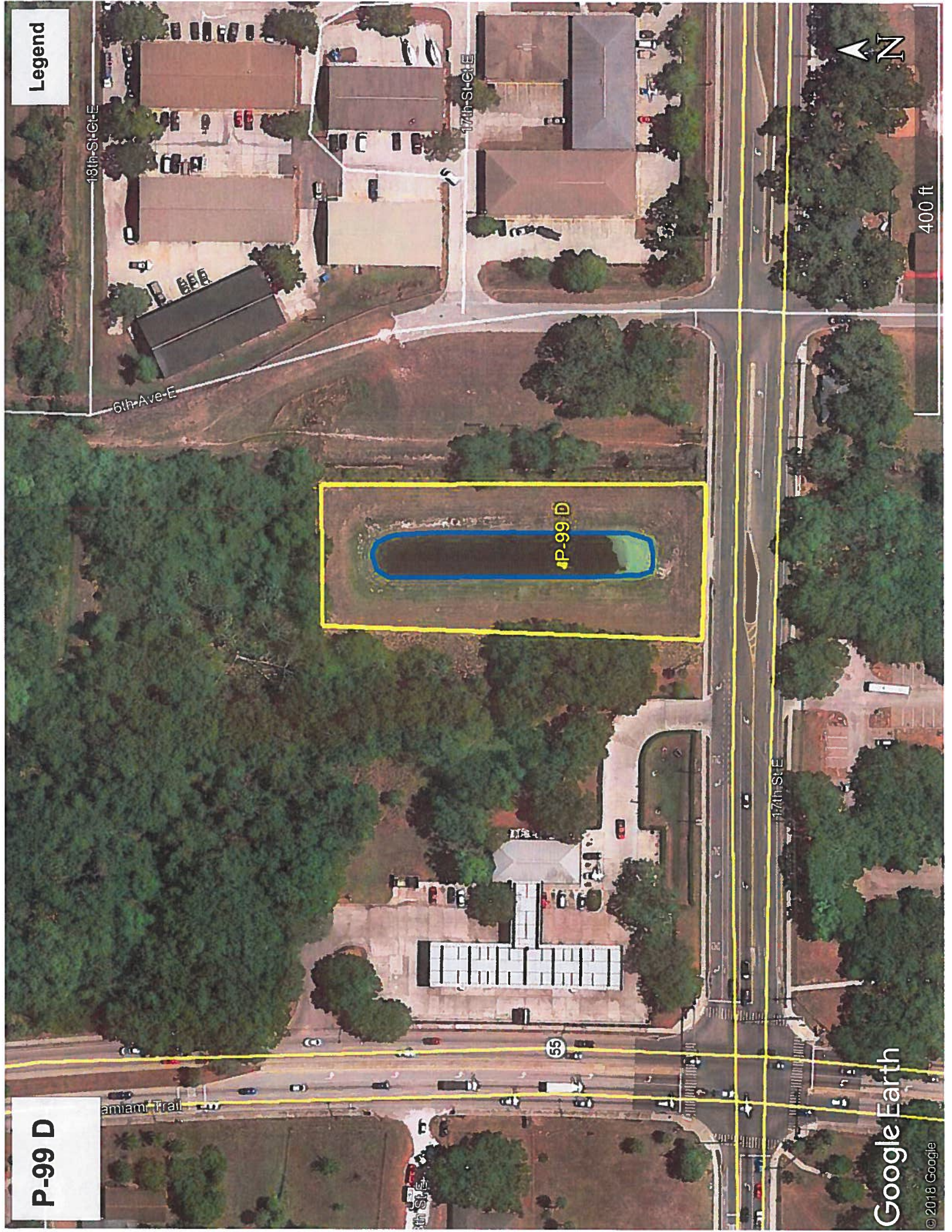
Google Earth

© 2018 Google

Legend

P-99 A-C





Legend

18th St Ct E

17th St Ct E

6th Ave E

P-99 D



400 ft

P-99 D

amiam Trail

55

17th St E

Google Earth

© 2018 Google



Legend

400 ft



P-99 E

P-99 F

Bayshore Rd

6th Ave W

17th St W

P-99 E, F

Google Earth

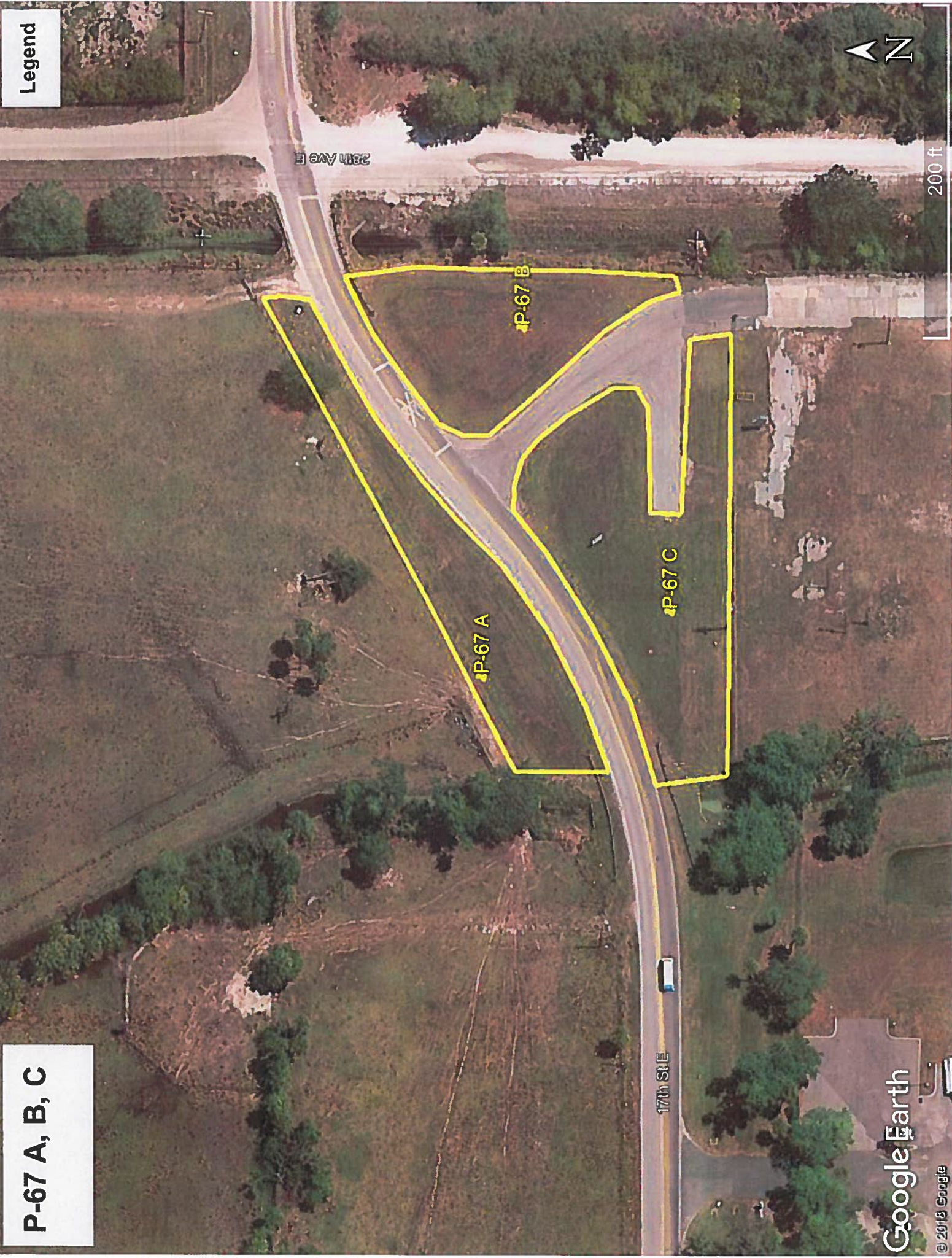
© 2018 Google

Legend



200 ft

P-67 A, B, C



P-67 A

P-67 B

P-67 C

17th St E

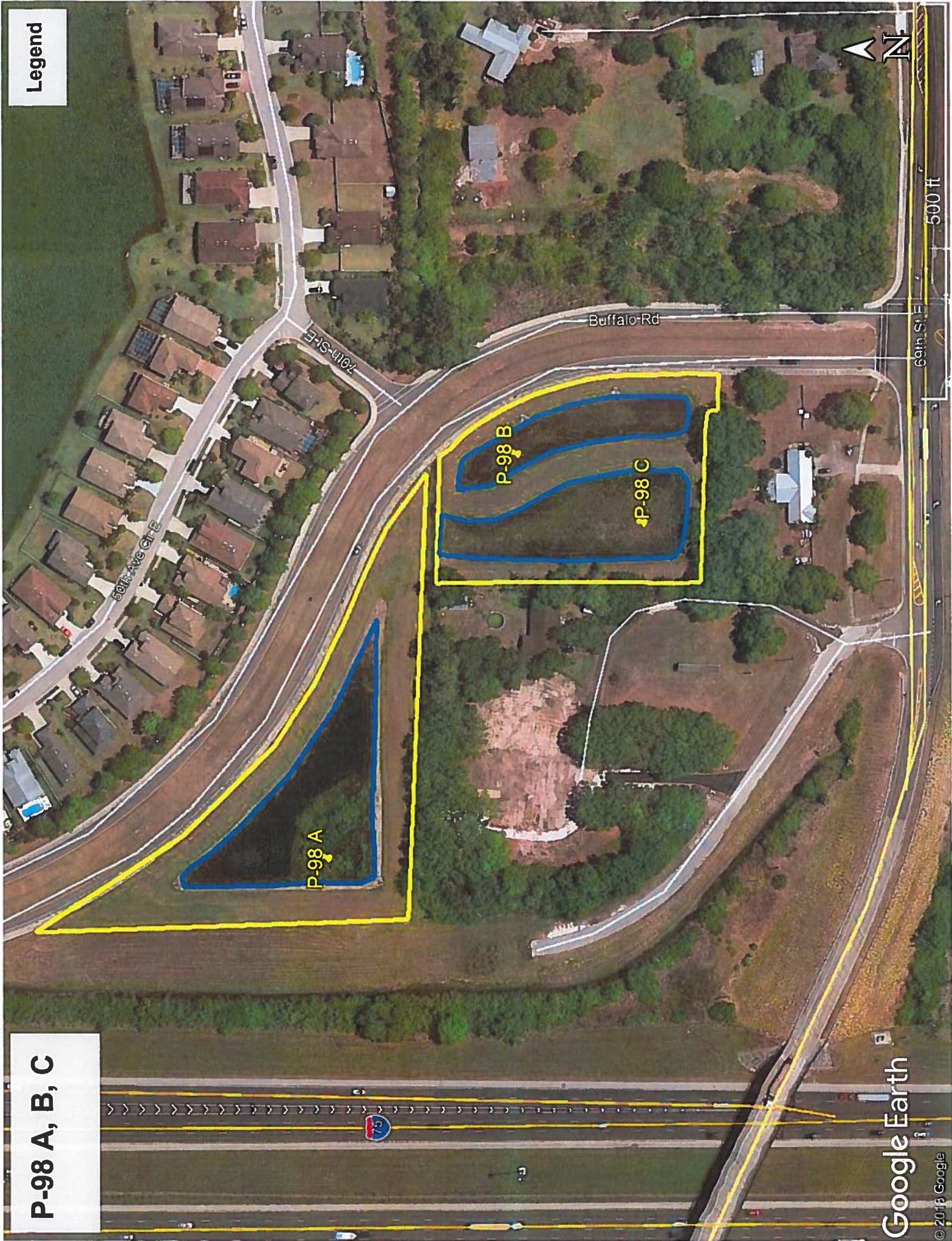
23rd Ave E

Google Earth

© 2018 Google

Legend

P-98 A, B, C



Google Earth

© 2018 Google

500 ft

69th St E

Buffalo Rd

70th St E

68th Ave Ct E

P-98 A

P-98 B

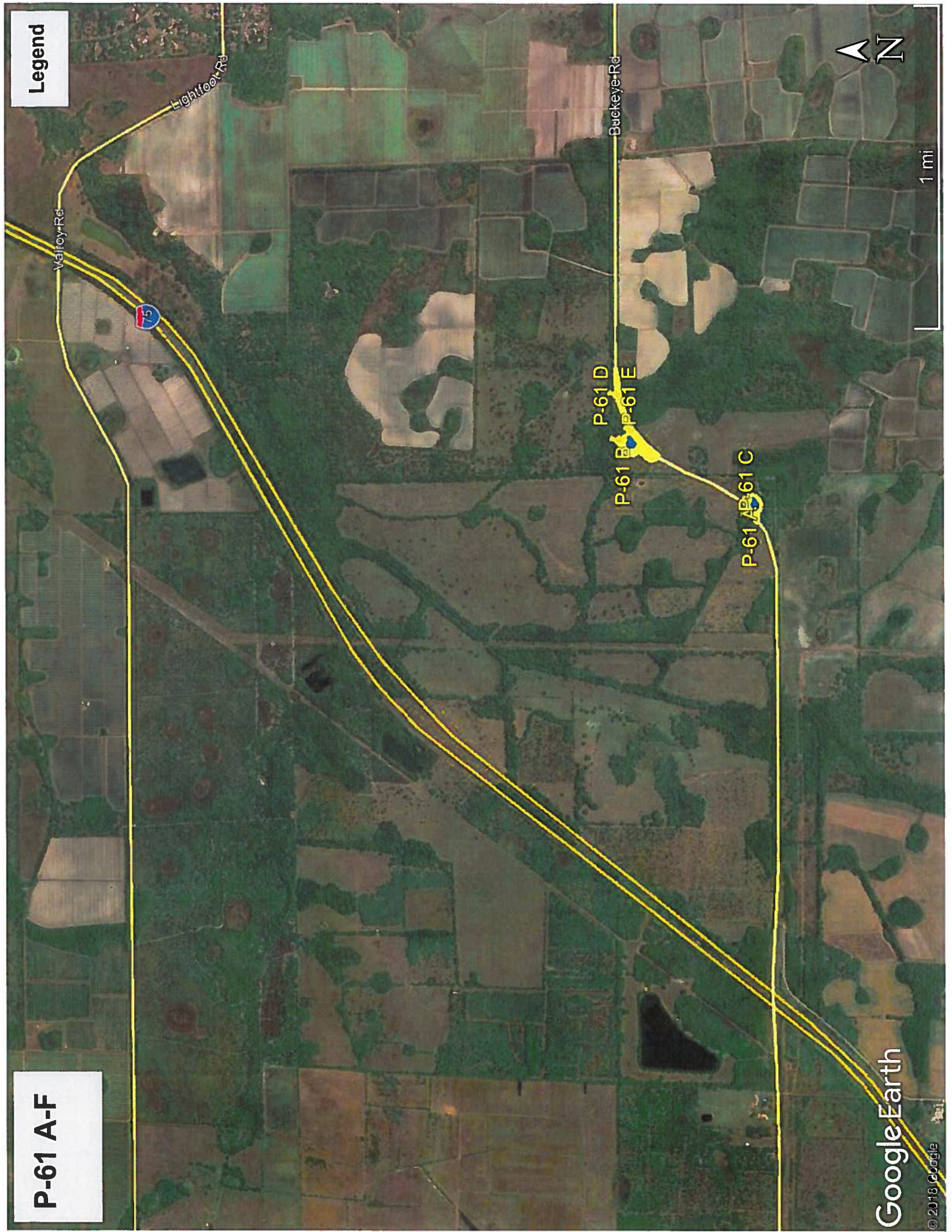
P-98 C

75

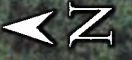


P-61 A-F

Legend

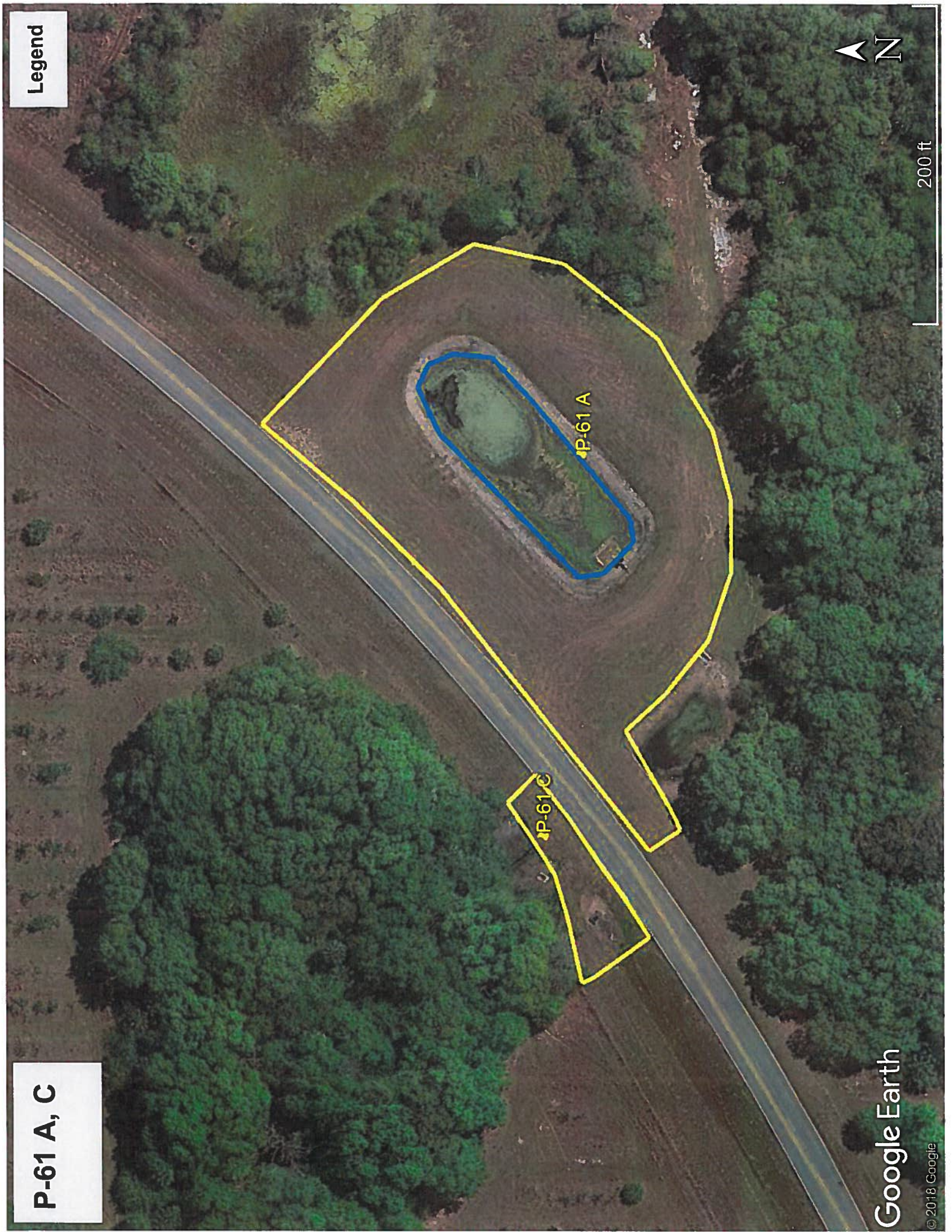


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200 ft

P-61 A, C



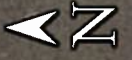
P-61 A

P-61 C

Google Earth

© 2018 Google

Legend



300 ft

P-61 B

P-61 E

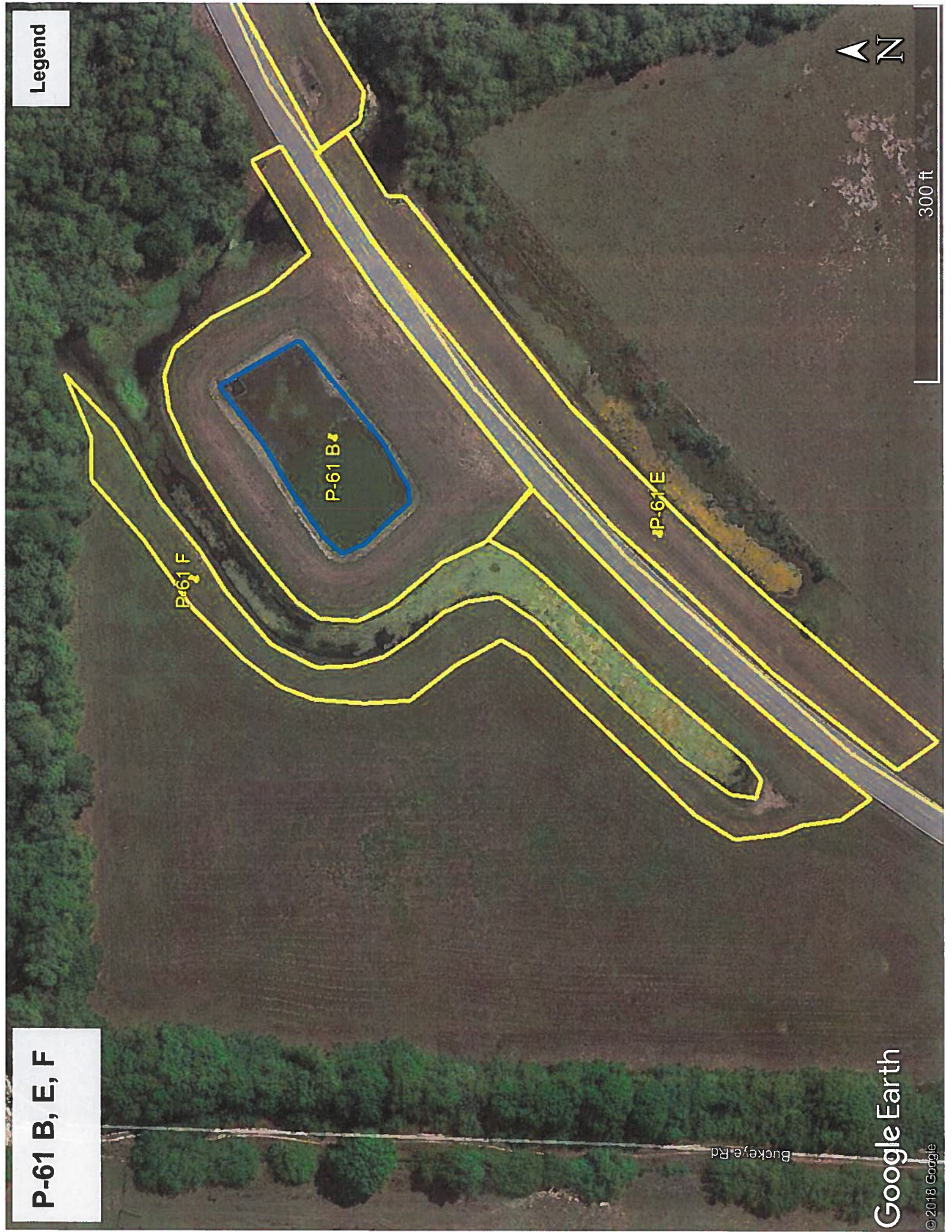
P-61 F

P-61 B, E, F

Buckeye Rd

Google Earth

© 2018 Google



Legend

P-61 D

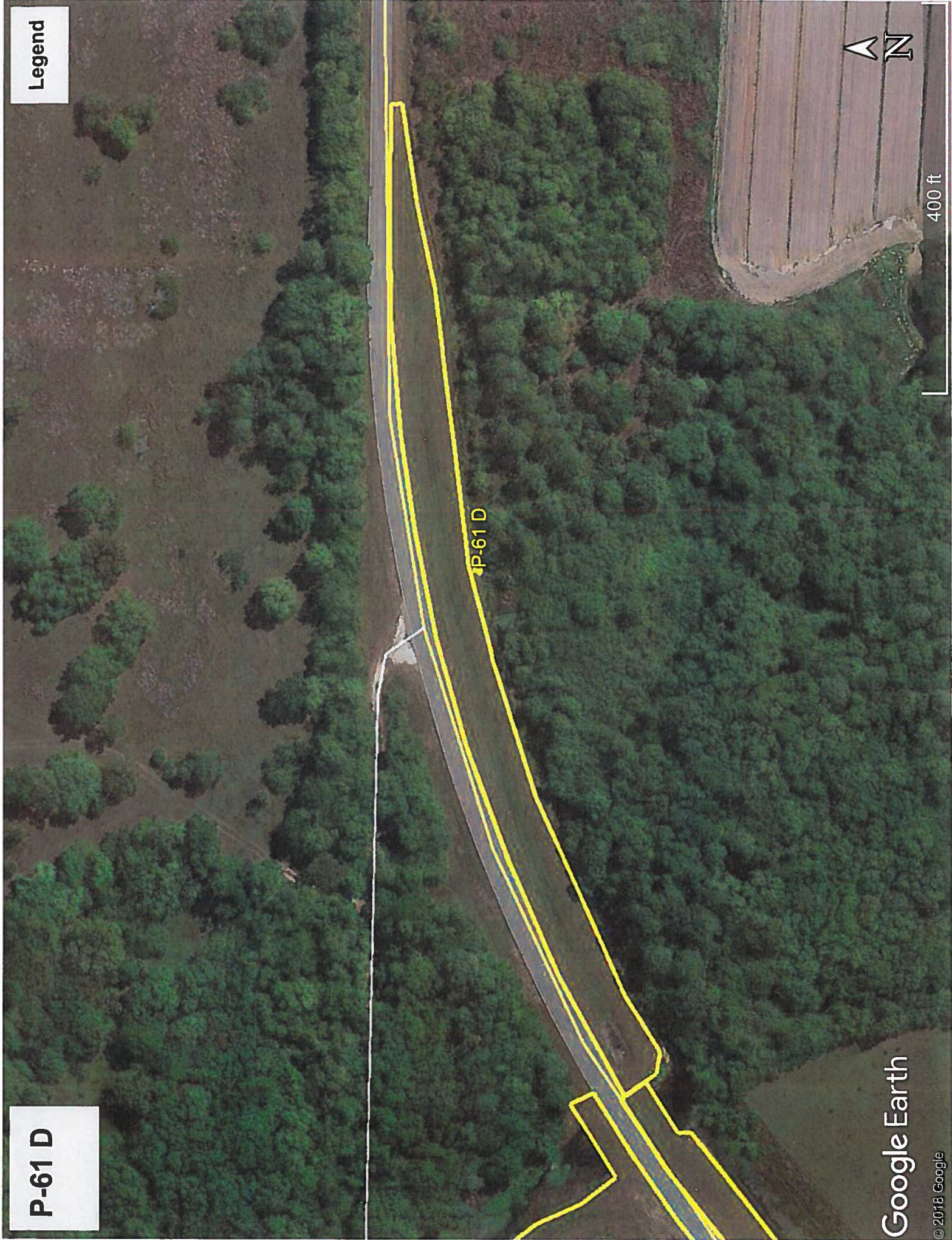
P-61 D



400 ft

Google Earth

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Legend

P-80

P-80

60th Ave E

25th St E



200 ft

Google Earth

© 2018 Google

Legend

P-146

P-146

Fort Hamer Rd

56th St E

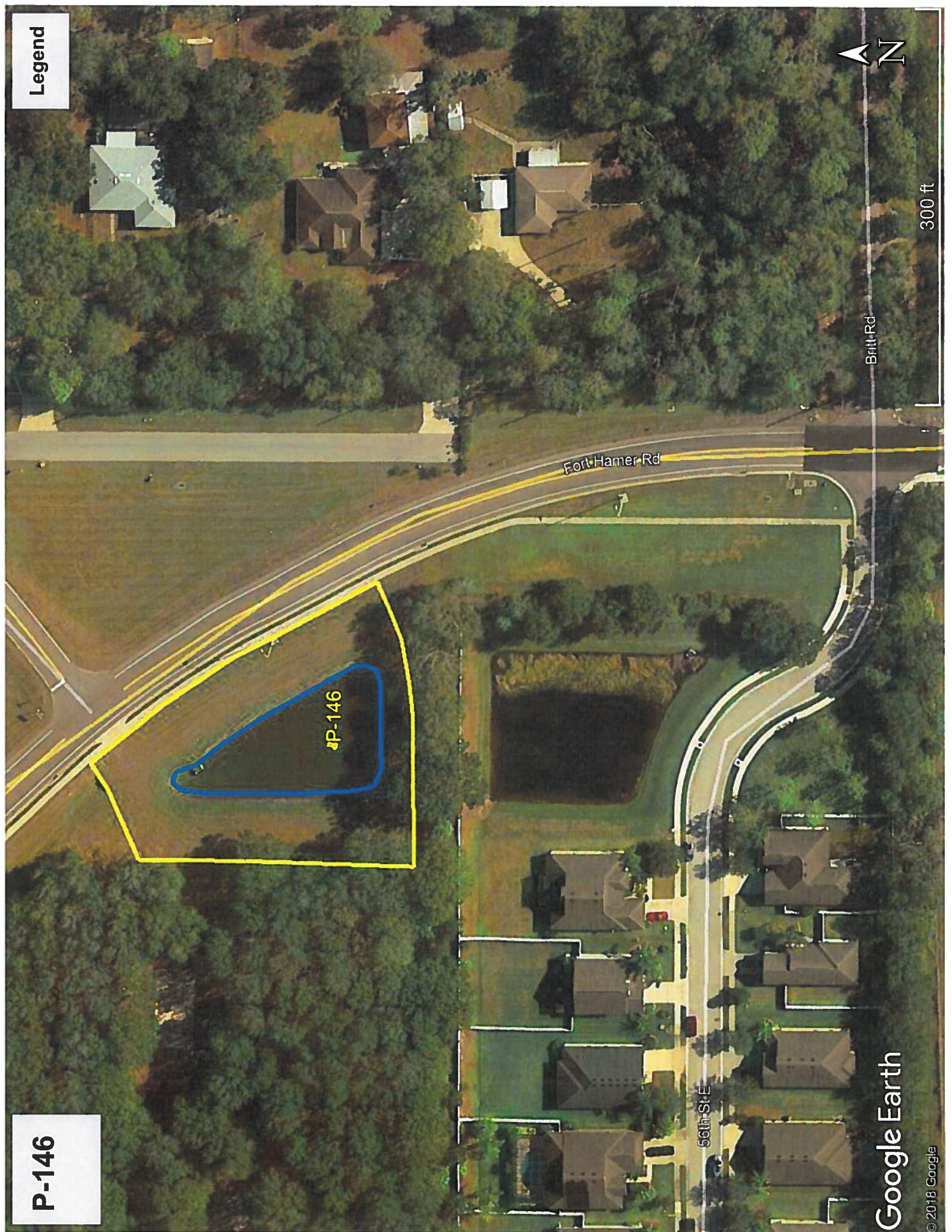
Britt Rd



300 ft

Google Earth

© 2018 Google



ATTACHMENT E
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO 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 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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner 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 Owner's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

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

ATTACHMENT E
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[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]

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 F
INSURANCE STATEMENT
ITQ No. 19-R070922JP**

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

Bidder Name: _____ Date: _____

Signature
(Authorized
Official):

Printed Name/Title:

Insurance Agency:

Agent Name: _____ Agent Phone: _____

Return this signed statement with your Quote.



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

[SUPPLIER NAME]

AGREEMENT FOR [TITLE]

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, 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 and services described in this Agreement; and

WHEREAS, this Agreement is a result of SUPPLIER’S submission of a bid or quote in response to [ITQ/IFB number] and COUNTY thereafter conducted a solicitation process in accordance with the Manatee County Procurement Code and Administrative Standards and Procedures.

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

ARTICLE 1. SCOPE OF SERVICES

SUPPLIER agrees to provide the goods and/or services as set forth in **Exhibit A**, Scope of Work, which is attached hereto and made a part hereof.

ARTICLE 2. EXHIBITS INCORPORATED

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

- Exhibit A** Scope of Services
- Exhibit B** Quoted Prices
- Exhibit C**
- Exhibit D**

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

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 10, but not to exceed [number years].
- 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.

ARTICLE 4. COMPENSATION

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

The maximum not-to-exceed amount for the provision of goods and/or services 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 and/or services, or any part thereof, is unacceptable, within 20 days of receipt of an invoice and provide SUPPLIER opportunity to cure the deficiency.
- D. If an invoice is rejected by the COUNTY and the SUPPLIER submits a corrected invoice which resolves the deficiency, the corrected (proper) invoice will be paid or rejected on the later of:
 - 1. Ten business days after the date the corrected invoice is stamped as received; or
 - 2. If approval by the COUNTY’S governing board is required, the first business day after the next regularly scheduled meeting of the board held after the corrected invoice is stamped as receive.
- E. All costs of providing the services shall be the responsibility of SUPPLIER, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and SUPPLIER with regard to the percentage of the Work

that has been completed or SUPPLIER'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF SUPPLIER

- A. SUPPLIER shall perform the work in accordance with the terms and conditions of this Agreement.
- B. SUPPLIER shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- C. 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 and/or services provided pursuant to this Agreement. SUPPLIER attests to this via an Affidavit of No Conflict, **Exhibit C**.
- D. COUNTY may require in writing that SUPPLIER remove from the provision of goods and/or services any of SUPPLIER'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

ARTICLE 8. TERMINATION OF AGREEMENT

- A. TERMINATION FOR CAUSE:
 - 1. COUNTY shall have the right, by written notice to SUPPLIER, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or

- c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to SUPPLIER, affording SUPPLIER the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of SUPPLIER in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, SUPPLIER shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, SUPPLIER shall stop work on the date specified;

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide SUPPLIER a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, SUPPLIER shall be entitled to payment for all goods and/or services 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 services.

ARTICLE 9. DISPUTE RESOLUTION

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

- A. If a dispute between the COUNTY and SUPPLIER cannot be resolved, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction agreement. the dispute must be resolved as follows:

1. The undisputed portion of an invoice will be paid timely as shown above in Article 5.
 2. Proceedings to resolve the dispute will commence no later than 45 days after the date on which the invoice was received and be concluded by final decision not later than 60 days after the date on which the invoice was received.
 3. If the dispute is resolved in favor of the COUNTY, then interest charges shall begin to accrue 15 days after the dispute is resolved.
 4. If the dispute is resolved in favor of the SUPPLIER, then interest shall begin to accrue as of the original date the payment became due.
- B. SUPPLIER agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 10. COMPLIANCE WITH LAWS

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

ARTICLE 11. NON-DISCRIMINATION

SUPPLIER shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. SUPPLIER shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. SUPPLIER shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate SUPPLIER'S performance. Such materials shall also be

made available to COUNTY upon request for inspection 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 Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by SUPPLIER. SUPPLIER shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 13. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent SUPPLIER is providing goods and/or performing services on behalf of COUNTY, SUPPLIER shall:

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

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 16. INSURANCE

A. SUPPLIER shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by SUPPLIER and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 17. LEGAL SERVICES

If notified in writing by the Office of the County Attorney, SUPPLIER agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
 - 1. Predisposition, pretrial, or prehearing preparation.
 - 2. Preparation of court exhibits.
 - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
 - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY'S position in court.
- D. Compensation for litigation services shall not exceed the maximum not-to-exceed amount for the provision of goods and/or services under this Agreement as stated in Article 4.
- E. SUPPLIER'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.

F. SUPPLIER shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

ARTICLE 18. 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 19. 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 service 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 20. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

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

ARTICLE 21. SUB-CONTRACTORS

If SUPPLIER receives written approval from the COUNTY to use the services of a sub-contractor(s), SUPPLIER shall receive prior written approval of COUNTY before the use of the sub-contractor.

ARTICLE 22. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 23. 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 24. 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 or services 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 25. 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 or services required hereunder.

ARTICLE 26. ETHICAL CONSIDERATIONS

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

ARTICLE 27. PUBLIC ENTITY CRIMES

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

ARTICLE 28. 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 29. 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 30. 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 31. 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 32. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 33. AMENDMENTS

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

ARTICLE 34. 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 35. 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 36. 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 37. 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 38. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

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: _____

Print Name & Title of Above Signer

Date: _____

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

By: _____

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

Date: _____

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B
FEE RATE SCHEDULE

SAMPLE

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____ of _____, as [INSERT TITLE] _____ of [INSERT SUPPLIER NAME] _____, with full authority to bind (hereinafter "SUPPLIER"), 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, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

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

DATED this _____ day of _____, _____.

Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

Commission No. _____

EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated 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):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>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:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ <u>1,000,000</u> Personal and Advertising Injury Liability • \$ <u>50,000</u> Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit •
<p>4. <input checked="" type="checkbox"/> Worker's</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all

<p>Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p>
<p><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions</p>	<p>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:</p>

<p>(E&O) Liability Insurances</p>	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
<p>9. <input type="checkbox"/> Builder’s Risk Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ 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 <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>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.</p> <p>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:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>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.</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper’s Liability Insurance</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER'S care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ 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)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

<u>BOND REQUIREMENTS</u>	
<p>1. <input type="checkbox"/> Bid Bond</p>	<p>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.</p> <p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

2. <input type="checkbox"/> 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.
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Approved: _____

Date: _____

SAMPLE

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the 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.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, 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.
- III.** 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.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the SUPPLIER and shall become a part of the contract.

V. 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.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

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

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

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the 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 Section 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.

SUPPLIER Name: _____ Date: _____

Authorized
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Surety Agency: _____

Surety Name: _____ Surety Phone: _____

Please return this completed and signed statement with your quote/bid.

SAMPLE