INVITATION TO QUOTE No. 24-R083008AF STORM WATER POND MAINTENANCE AT VARIOUS MANATEE COUNTY LOCATIONS OCTOBER 18, 2023

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, 8th Floor
Bradenton, FL 34205

purchasing@mymanatee.org



ADVERTISEMENT INVITATION TO QUOTE No. 24-R083008AF STORM WATER POND MAINTENANCE AT VARIOUS MANATEE COUNTY LOCATIONS

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

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is November 14, 2023, at 4:00 P.M. ET. Quotes must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, 8th Floor, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

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

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by **October 31**, **2023**, **at 3:00 P.M. ET.** Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT:

Ashley Forrest, Procurement Agent II

(941) 749-3044, Fax (941) 749-3034

Email: ashley.forrest@mymanatee.org

Manatee County Financial Management Department

Procurement Division

AUTHORIZED FOR RELEASE:

TABLE OF CONTENTS

SECTIONS

Background and Contact Information
Due Diligence
Scope
ITQ Schedule
Quote and Submission Process
Term/Payment and Invoices
Quote Requirements
ITQ General Terms and Conditions
Insurances

ATTACHMENTS

Attachment A	Acknowledgement of Addenda
Attachment B	Bidder's Signature Form
Attachment C	Public Contracting and Environmental Crimes Certification
Attachment D	Insurance Statement
Attachment E	Drug-Free Workplace Certification
Attachment F	Conflict of Interest Affidavit
Attachment G	Bid Form

EXHIBITS

Exhibit 1	Scope of Services
Exhibit 2	Minimum Qualifications
Exhibit 3	PO Terms and Conditions
Exhibit 4	Maps

1.0 Background and Contact Information

The County issues this ITQ for Storm Water Pond Maintenance at various Manatee County Locations. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

1.01 Background

Manatee County is seeking qualified and licensed firms to provide aquatic weed control services at a wide variety of storm water ponds which include 144 locations totaling 186.10 acres. These locations are more extensive than normal commercial enterprises in the area. These storm ponds require regular maintenance to keep them free of nuisance and/or exotic plants and other debris that impede the flow of storm water run-off. Over the past few years, the County has spent approximately \$100,000.00 annually for storm water pond maintenance..

1.02 Contact Information

The County representative regarding this ITQ is:

- Ashley Forrest, Procurement Agent II
- ashley.forrest@mymanatee.org
- (941) 749-3044

2.0 Due Diligence

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

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

3.0 Scope

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

4.0 ITQ Schedule

Scheduled Item	Scheduled Date
Question and Clarification Deadline	October 31, 2023 at 3:00 P.M. ET
Offer Response Due Date and Time	November 14, 2023 at 4:00 P.M. ET
Projected Award	November, 2023

5.0 **Ouote and Submission Process**

5.01 Quote

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

5.02 Submission Process

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at ashley.forrest@mymanatee.org or deliver to the Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, 8th Floor, Bradenton, FL 34205.

6.0 Term/Payment and Invoices

6.01 Term

The term of the contract shall be for a period of three (3) years with the option to renew for an additional one (1), three (3)-year renewal term.

6.02 Terms and Conditions

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

6.03 Payment and Invoices

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

6.04 Taxes

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

7.0 Quote Requirements

7.01 ITO Process

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

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

7.02 Rejection of Quotes

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

7.03 Cost of Preparation

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

7.04 Questions and Addenda

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

7.05 Additional Information and Presentations

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

7.06 Government Entities

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

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

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

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

7.07 Basis of Award

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

7.08 Tie Bids

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

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

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

8.0 ITQ General Terms and Conditions

8.01 Binding Offer

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

8.02 Insurance Requirements

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

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

8.03 Public Entity Crimes

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

8.04 Drug-Free Workplace Program Certification

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

8.05 Convicted Vendor List

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

8.06 Collusion

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

8.07 Public Disclosure

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

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

8.08 Procurement Protest Policy

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

8.09 Disclosure

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

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

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

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

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

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

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

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

8.10 Trade Secrets

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

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

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

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

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

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

8.11 Confidentiality of Security Related Records

- A. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- B. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other

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

8.12 E-Verify

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

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

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

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

8.13 Lobbying

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

8.14 License and Permits

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

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

8.15 Health Insurance Portability and Accountability Act (HIPPA)

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

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

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

8.16 Minority and/or Disadvantaged Business Enterprise

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

8.17 Ouantities

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

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

9.0 Insurances

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

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

	Worker's	Compensation	Insurance
--	----------	--------------	-----------

	US Longshoremen	& Harbor	Workers	Act
--	------------------------	----------	---------	-----

☐ Jones Act Coverage

Coverage limits of not less than:

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

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

OTHER INSURANCES

DOND DECLUDEMENTS
BOND REQUIREMENTS
☐ Bid Bond
A Bid Bond in the amount of \$ or 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ or 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.
☐ Payment and Performance Bond
A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.
Aircraft Liability Insurance Required Limits Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:
 \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit \$ General Aggregate
Un-Manned Aircraft Liability Insurance (Drone) Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:
 \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage \$ General Aggregate
☐ Installation Floater Insurance When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of

Florida" as an Additional Insured, and include limits not less than:

• 100% of the completed value of such addition(s), building(s), or structure(s) | Professional Liability and/or Errors and Omissions (E&O) Liability Insurances Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than: • \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence • \$ 2,000,000 General Aggregate Builder's Risk Insurance When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed The policy shall not carry a self-insured retention/deductible greater than \$10,000 Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable. Cyber Liability Insurance Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than: Security Breach Liability Security Breach Expense Each Occurrence \$ Security Breach Expense Aggregate Replacement or Restoration of Electronic Data \$ **Extortion Threats** Business Income and Extra Expense **Public Relations Expense** NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000. Hazardous Materials Insurance (As Noted Below) Hazardous materials include all materials and substances that are currently designated or

defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a

claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:
Pollution Liability Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.
Asbestos Liability (If handling within scope of Contract) Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.
Disposal When applicable, SUPPLIER shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.
 Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate
Hazardous Waste Transportation Insurance SUPPLIER shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:
• Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident
Liquor Liability Insurance Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:
• 1,000,000 Each Occurrence and Aggregate
☐ Garage Keeper's Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract. Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

•	Property a	and asset coverage in the full replacement value of the lot or garage
	Troperty a	and asset coverage in the fair repracement value of the for or garage
Co ten is c	verage shan porarily upon, or in tra clude fire, li	Customer Liability Insurance all be required for damage and/or destruction when County property is noted the care or custody of a person or organization, including property that insit to and from the person or organization's premises. Perils covered should ightning, theft, burglary, robbery, explosion, collision, flood, earthquake and struction during transportation by a carrier.
and	d name "Ma	ll be afforded under a per occurrence policy form, policy shall be endorsed anatee County, a political subdivision of the State of Florida" as an Additional nelude limits not less than:
•		and asset coverage in the full replacement value of the County asset(s) in the R'S care, custody and control
Co [*]	verage sha d name "Ma	Watercraft Liability Insurance Il be afforded under a per occurrence policy form, policy shall be endorsed anatee County, a political subdivision of the State of Florida" as an Additional nelude limits not less than:
•	\$ G \$ F \$10,000 M	Each Occurrence General Aggregate Fire Damage Liability Medical Expense, and Fhird Party Property Damage
•		Project Specific Aggregate (Required on projects valued at over \$10,000,000)

☐ Other

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

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

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

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

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

- insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
- K. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- L. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

ATTACHMENTS

Bidder must complete and return all Attachments with its Quote.

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA ITQ No. 24-R083008AF

The undersigned acknowledges receipt of the following addenda:

Addendum No	Date Received:	
Addendum No	Date Received:	
Print or type Bidder's information belo	ow:	
Name of Bidder	Telephone Number	
Street Address	City/State/Zip	
Email Address	Website Address	
Print Name & Title of Authorized Of	ficer Signature of Authorized Official & Date	

ATTACHMENT B, BIDDER'S SIGNATURE FORM ITQ No. 24-R083008AF

The undersigned represents that:

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

Print or type Bidder's information below:

Signature of Authorized Official/Date:			
Printed Name of Authorized Signer:			
Title of Authorized Signer:			
Company Name:			
FEIN Number: Street Address:			
City, State, Zip:			
Email Address:			
I CICDHOHC.			

1.	Bidding as:				
	individual	partnership	corporation	joint venture	
2.		names and addresses o ers, and state of incorp		tion, list names of officers,	
3.	Has Bidder had any	bankruptcy filings in t	he past five years?		
4.		or services required? I		nt would affect its ability to ry details. If no, provide a	
5.		ontract terminated price nere, and provide a con		the past five years? If so, one number.	
6.	Does Bidder plan to to whom.	subcontract any part o	of the work? If so, des	cribe which portion(s) and	
7.	What major equipm	ent does Bidder own to	accomplish the work?	(A listing may be attached)	

ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION ITO No. 24-R083008AF

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

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

This sworn statement is submitted to Manatee County by	
<u>-</u>	[print individual's name and title
For	-
[name of entity submitting sworn statement]	
whose business address is:	
and (if applicable) its Federal Employer Identification Num	ber (FEIN) is
If the entity has no FEIN, include the Social Security Numb	per of the individual signing this sworr
statement:	

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

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

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

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

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

[Signature of Bidder's Authorized Official]	
STATE OFCOUNTY OF	
Sworn to and subscribed before me thisday of	, 20
By	_ who is
Personally known OR Produced identification	
Type of identification]	
Notary Public Signature:	
[Print, type or stamp Commissioned nan	ne of Notary Public]

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

ATTACHMENT D, INSURANCE STATEMENT ITQ No. 24-R083008AF

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

Bidder Name:	Date:
Signature (Authorized Official):	
Printed Name/Title:	
Insurance Agency:	
Agent Name:	Agent Phone:

ATTACHMENT E, DRUG-FREE WORKPLACE CERTIFICATION ITO No. 24-R083008AF

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	b
[prin	t individ	lual's name	and	d title]									
[prin	t name	of entity su	bmi	tting sworn	sta	teme	ent] whose	business	addres	s is:			
and (if applic	cable) its Fe	edei	ral Employ	er Io	lenti	fication N	umber (F	EIN) is	:			

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

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

- (1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

- (4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

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

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

[Signature]	
STATE OF FLORIDA - COUNTY OF	
Sworn to and subscribed before me this day of	of, 20 by
Personally known OR Produced identification	
My commission expires	[Type of identification]
Notary Public Signature	
[Print, type or stamp Commissioned na	

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, CONFLICT OF INTEREST AFFIDAVIT ITQ No. 24-R083008AF

STATE OF		
COUNTY OF		
BEFORE ME, the undersigned authority,		SERT NAME]
, as [I		
CONSULTANT NAME]		
"CONSULTANT"), who being first duly	sworn, deposes and says that CO	NSULTANT:
(a) Is not currently engaged and will that will require CONSULTANT to main influence the advice, recommendations or	ntain an adversarial role against th	ne County or that will impair or
(b) Has provided full disclosure of disclosure of contractual relationships dec	1	•
(c) Has provided full disclosure of propossible question of conflict(s).	rior work history and qualification	ns that may be deemed to raise a
Affiant makes this Affidavit for the purp	pose of inducing Manatee County	y, a political subdivision of the
State of Florida, to enter into this Agreem	nent No	for
DATED this day of	, 20	
CONSULTANT Signature		
The foregoing instrument was sworn to an	nd acknowledged before me this	day of
, 20, by [NAME]		
of [CONSULTANT]		He/She is personally
known to me or has produced		[TYPE OF
IDENTIFICATION] as identification.		
Notary Signature Commission No.		

Regular Services Total of 144 Locations - 186.10 Acres

Group A	Storm Water Pond Maintenance at Various Manatee County Locations							
Manatee County Pond Identification No.	Pond Locations:	Acre	Cost Per Service	Services	Extended Cost			
1	McCollum Lakes SW corner of 30th St W @ 49th Ave W, south of pond 2	2.68	\$	6	\$			
2	McCollum Lakes SW corner of 30th St W @ 49th Ave W	2.5	\$	6	\$			
10	Lake Brendan - Magellan Drive & Connecticut St	2.78	\$	6	\$			
11	Tangelo Park - Orlando Ave between 12 th St W & 14 th St W	0.93	\$	6	\$			
14	Lake Park - 9 th Ave Dr E & 31 st St E Palmetto	0.48	\$	6	\$			
25	Pond at 13 th St E & 59 th Ave E	0.60	\$	6	\$			
29	North Pond at 60 th Ave E between 1 st & 3 rd St E	0.37	\$	6	\$			
30	South Pond at 60 th Ave E between 1 St & 3 rd St E	0.26	\$	6	\$			
33	Manatee Palms 37 th Ave E @ 11th St Ct E	0.73	\$	6	\$			
39	9 th St E Retention Pond North of 53 rd Ave E	0.49	\$	6	\$			
43	Whitfield Manor Subdivision 7130 & 7126 12 th St Ct	0.15	\$	6	\$			
44	14th Ave W @ 17th St W Palmetto Ag Center	0.77	\$	6	\$			
46	Pond north of 26 th Ave E. off 15 th St. E.	4.99	\$	6	\$			
47	NE corner of 57 th Ave W and 34 th St W	0.7	\$	6	\$			
56	Pond at the southeast corner of 53 rd Ave. W. and 43 rd St. W.	0.44	\$	6	\$			
60	Pond between 8 th & 9th St. E. north of 13 th Ave. E.	0.10	\$	6	\$			
66	905 Manatee Ave. E. behind Vanguard Pharmacy	1.21	\$	6	\$			
68	Lakewood Ranch Boulevard at High School Entrance	6.11	\$	6	s			
72	Kay Rd extension north of Walmart	0.83	\$	6	\$			
78	Post Office; 24 th Street East off 53 rd Ave E	0.08	\$	6	s			
80	60 th Avenue East, north of Government Hammock	0.14	\$	6	\$			
83	SR 70 @ Natalie Way, northwest corner	0.33	\$	6	\$			
84	Whitfield Avenue Extension & Prospect Road	1.1	\$	6	\$			
90	Jackson Park; 308 17 th Street West	0.79	\$	6	\$			
91	Fleet Services 66 th Street West	0.57	s	6	\$			
92	2907 97 th Avenue East (Reeder)	0.27	s	6	\$			
94	Tax Collectors 819 301 Blvd W Pond in front by sidewalk	0.04	s	6	\$			
95	SE corner 23 rd St E @ US 41 Palmetto	0.02	\$	6	\$			
133	University Place Community Park by entrance	0.25	\$	6	\$			
141	44 th Ave E to the east of Taylor Rental	0.25	\$	6	\$			
143	SW corner of 15 th St Ct E @ 51 st Ave E	0.09	s	6	\$			
144	5507 9 th St E north of junk yard	0.25	s	6	\$			
145	5507 9 th St E south of junk yard	0.15	s	6	\$			
146	800' south of US Hwy 301 on Ft Hamer	0.2	\$	6	\$			
148	Lakewood Ranch Park SW corner of Malachite Dr.	0.95	\$	6	\$			
2000	Bennett Park Pond B (small pond along I-75)	0.69	\$		6			
2003	Bennett Park Pond F (pond south of road)	0.09	\$	6	\$			
2044	Bennett Park Pond O (pond north of parking lot)	1.19	\$	6	\$			
2044	Bennett Park Pond A (large pond along I-75)	12.7	\$	6	\$			
2050	Bennett Park Pond Q (pond east of pond 2044)	2.7	\$	6	\$			
2050	University Place Community Park South of field	0.36	S	+	\$			
2053	Braden River Park Inlet/ outlet	1.50	\$	6	\$			
			+ -	+	\$			
2065	Bennett Park (west of pond 2003 along road)	0.14	\$	6	<u> </u>			
2083	44th Ave E between 19th St Ct E & US 301	0.90	\$	6	\$			

Group B	Storm Water Pond Maintenance at Various Manatee County Locations						
Manatee County Pond Identification No.	Pond Locations:	Acre	Cost Per Event	Services	Extended Cost		
2098	Bunker Hill Park	32.5	\$	6	\$		
2105	NE corner of 44th Ave E @ 37th St E	0.48	\$	6	\$		
2111	Honore Ave .1 miles east of Lancaster Ct	1.51	\$	6	\$		
2140	Bennett Park Pond I (north pond west of road)	3.19	\$	6	\$		
2162	Bennett Park Pond J (south pond west of road)	0.44	\$	6	\$		
2173	44 th Ave E Creekwood Park pond B	1.42	\$	6	\$		
2222	Caruso Rd @ HS entrance	0.29	\$	6	\$		
2283	SW corner of 44th Ave E @ 18th St E north pond	1.5	\$	6	\$		
2287	28th St Ct E Palmetto east of Canal Rd	0.27	\$	6	\$		
2292	44th Ave E, east of 39th St E	1.08	\$	6	\$		
2294	SE corner of 44th Ave E @ 37th St E	0.97	\$	6	\$		
2295	SW corner of 44th Ave E @ 37th St E	0.61	\$	6	\$		
2296	SW corner of 44th Ave E @ 18th St E large pond	3.62	\$	6	\$		
2297	SW corner of 44th Ave E @ 18th St E small middle pond	0.67	\$	6	\$		
2300	44th Ave E between 19th St Ct E & US 301 east of 2083	1.16	\$	6	\$		
2301	44th Ave E between 19th St Ct E & US 301 east of 2300	1.38	\$	6	\$		
2302	44th Ave E between 19th St Ct E & US 301 east of 2301	0.05	\$	6	\$		
2303	44th Ave E between 19th St Ct E & US 301 east of 2302	0.08	\$	6	\$		
2304	44th Ave E between US 301 & 30th St E	1.36	\$	6	\$		
2305	44th Ave E between US 301 & 30th St E east of 2304	0.45	\$	6	\$		
2308	Ft Hamer bridge east of parking lot	0.19	\$	6	\$		
2309	Ft Hamer bridge south of 2308	0.1	\$	6	\$		
2310	Ft Hamer bridge east of bridge	0.60	\$	6	\$		
2311	Ft Hamer bridge east side of road north of River Isle Run	1.17	\$	6	\$		
2312	Ft Hamer bridge south of river NE corner with Upper Manatee River Rd.	1.45	\$	6	\$		
2313	Conservatory Park	10.1	\$	6	\$		
48A	NE corner of 60 th Ave W and 34 th St W	0.68	\$	6	\$		
54B	Ponds north of Palma Sola Drain off 75 th St. W. Dry Pond	0.13	\$	6	\$		
54C	Ponds north of Palma Sola Drain off 75 th St. W. Wet Pond	0.21	\$	6	\$		
59A	Lockwood Ridge Rd. North of Glenbrook Drive	0.63	\$	6	\$		
59B	Lockwood Ridge Rd. North of Vintage Drive	0.43	\$	6	\$		
59C	Lockwood Ridge Rd. North of Tournament Blvd.	0.73	\$	6	\$		
59D	Lockwood Ridge Rd. South of Whitfield Avenue	3.87	\$	6	\$		
59E	Lockwood Ridge Rd. North of 67th Avenue Circle	4.56	\$	6	\$		
59F	Lockwood Ridge Rd. North of 63rd Avenue East	2.95	\$	6	\$		
59G	Lockwood Ridge Rd. South of 58th Avenue Terrace East	1.43	\$	6	\$		
61A	Buckeye Rd. Retention Pond southeast corner	0.31	\$	6	\$		
61B	Buckeye Rd. Retention Pond northwest corner	0.35	\$	6	\$		
61C	Buckeye Rd. Dry Pond southwest-west corner	0.10	\$	6	\$		
61D	Buckeye Rd. Dry Pond northeast corner	0.01	\$	6	\$		
61E	Buckeye Rd. Wet Pond northeast corner, south of road	0.07	\$	6	\$		
61F	Buckeye Rd. Wet Pond northeast corner, north of road	0.82	\$	6	\$		
	GROUP B - ANNUAL ESTIMATED TOTAL		1	l	s		

Group C	Storm Water Pond Maintenance at Various Manatee County Locations						
Manatee County Pond Identification No.	Pond Locations:	Acre	Cost Per Event	Services	Extended Cost		
64A	63rd Ave W at Episcopal Church	1.15	\$	6	\$		
64B	Pond at 5 th St W and 63 rd Avenue	0.13	\$	6	\$		
64C	63rd Ave E @ lift station	1.31	\$	6	\$		
64D	Pond at 13 th St E and 63 rd Avenue	2	\$	6	\$		
64E	Pond at 63 rd Ave. E. west of New Pierce Drain	0.04	\$	6	\$		
65A	SE corner of 14th St W & 30 th Ave W Fenced Pond with	0.94	\$	6	\$		
65B	SW corner of 14th St W & 30 th Ave W. Dry retention	0.1	\$	6	\$		
70A	Tallevast Road @ Pearce Drain south of Tallevast	2.24	\$	6	\$		
71A	9 th Street West Extension. Retention Pond	1.26	\$	6	\$		
71B	9 th Street West Extension. Dry pond	0.04	\$	6	\$		
76A	57 th Avenue East of 14th Street West. North side	0.81	\$	6	\$		
76B	57 th Avenue SE Pittsburg Drain	0.22	\$	6	\$		
76C	57 th Avenue NW Pittsburg Drain	0.2	\$	6	\$		
76D	57 th Avenue East of 15th Street East	2.58	\$	6	\$		
81C	Caruso Road 2100 feet north of SR 70	0.26	\$	6	\$		
81D	Caruso Road 2700 feet north of SR 70	0.38	\$	6	\$		
86A	Honore Ave Lake E1 south side of road	1.16	\$	6	\$		
86B	Honore Ave Lake E2 north side of road	1.64	\$	6	s		
86C	Honore Ave MIT pond east of 86B	0.70	\$	6	\$		
86D	Honore Ave DET-1	0.27	s	6	\$		
86E	Honore Ave DET-2	0.42	\$	6	s		
86F	Honore Ave Lake F, 0.19 miles north of fire station	0.26	s	6	\$		
86G	Honore Ave Lake G, 0.12 miles north of fire station	0.26	s	6	s		
93A	EOC Pond west of entrance	1	s	6	\$		
93B	EOC Pond east of entrance & outfall on north pond and by road	1.37	\$	6	\$		
96A	SW Corner 53 rd Ave W & El Conquistador Pkwy closest to	0.38	\$	6	\$		
96B	SW Corner 53 rd Ave W & El Conquistador Pkwy west of pond	0.41	\$	6	\$		
98A	Buffalo Rd. north of Erie. Pond north of canal	0.92	\$	6	\$		
98B	Buffalo Road north of Erie. Pond along road south of canal	0.36	\$	6	\$		
98C	Buffalo Road north of Erie. Pond west of pond 96B	0.61	\$	6	\$		
99A	17 th Street East Pond A (large pond north of Old Farmers	3.9	\$	6	\$		
99B	17 th Street East Pond B (pond south of Old Farmers canal)	1.3	\$	6	\$		
99C	17 th Street East Pond C (pond west of pond 99A)	0.56	\$	6	\$		
99D	17 th Street East Pond D (pond east of RaceTrac at US 41)	0.38	\$	6	\$		
99E	17 th Street East Pond E (pond east of Bayshore Rd)	1.94	\$	6	\$		
99F	17 th Street East Pond F (pond west of Bayshore Rd)	0.43	\$	6	\$		
	GROUP C - ANNUAL ESTIMATED TOTAL		•		s		

		Storm Water Pond Maintenance at Various Manatee County Locations						
Ianatee County Pond Identification No.	Pond Locations:	Acre	Cost Per Service	Services	Extended Cost			
2306A	38th Ave E @ 27th St E (NW of roundabout)	0.1	\$	6	\$			
2306B	38th Ave E @ 27th St E (NE of roundabout)	0.29	\$	6	\$			
2306C	38th Ave E @ 27th St E (SW of roundabout)	0.06	\$	6	\$			
2306D	38th Ave E @ 27th St E (SE of roundabout)	0.15	\$	6	\$			
2306E	38th Ave E @ 30th St E (SW of roundabout)	0.16	\$	6	\$			
2306F	38th Ave E @ 30th St E (south of roundabout)	0.07	\$	6	\$			
2319B	45th St E Wet Pond north of fire station	1.2	\$	6	\$			
2320A	West side of Ft. Hamer, south of Erie Rd	1.10	\$	6	\$			
2320B	East side of Ft. Hamer, south of Erie Rd	0.35	\$	6	\$			
2320C	Ft. Hamer Rd north of round about	1.61	\$	6	\$			
2320D	Ft. Hamer Rd south of round about	0.95	\$	6	\$			
2324A	SW corner of Ft Hamer and 69 th St E	0.83	\$	6	\$			
2324B	SE corner of Ft Hamer and 69 th St E	0.84	\$	6	\$			
2324C	West side of Ft Hamer Rd south of 2324A	0.66	\$	6	\$			
2324D	West side of Ft Hamer Rd south of 2324C	1.29	\$	6	\$			
2324E	East side of Ft Hamer Rd north of Darsey Rd	0.90	\$	6	\$			
2324F	East side of Ft Hamer Rd north of Darsey Rd, east of 2324E	1.82	\$	6	\$			
2324G	West side of Ft Hamer Rd south of Darsey Rd	1.84	\$	6	\$			
2324H	North corner of US 301 and Ft Hamer Rd	0.65	\$	6	\$			
2325	69th St Ct E in Rubonia	0.74	\$	6	\$			
2326	15th Ave Dr E in Rubonia	0.26	\$	6	\$			
E-196	44th Ave E btw 39th St E and 45th St E, south side of road	0.65	\$	6	\$			
GROUP D - ANNUAL ESTIMATED TOTAL					s			

Additional Services							
	Storm Water Pond Maintenance at Various Manatee County Locations						
Item#	Aquatic Vegetation	Unit of Measure	Unit Price				
1	Algae	Acre	\$				
2	Duckweed	Acre	\$				
3	3 Watermeal		\$				
4	4 Water Lettuce		\$				
5	Canal Chemical Applications	Acre	\$				

NOTE: Bidder must bid on each line item in all the Groups (A through D) to be deemed responsive.

Bidder Name:		

EXHIBIT 1, SCOPE OF SERVICES ITO No. 24-R083008AF

1.01 BACKGROUND INFORMATION

Manatee County is seeking qualified and licensed firms to provide aquatic weed control services at a wide variety of storm water ponds which include 144 locations totaling 186.10 acres. These locations are more extensive than normal commercial enterprises in the area. These storm ponds require regular maintenance to keep them free of nuisance and/or exotic plants and other debris that impede the flow of storm water run-off. Over the past few years, the County has spent approximately \$100,000.00 annually for storm water pond maintenance.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Storm Water Pond Maintenance Services that will meet the requirements of the Blanket Purchase Order.

The County reserves the right to add or remove services and locations.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

- A. Ensure that ALL vegetation of any type or species is targeted for 100% kill for 10' from all inlet or outlet structures. This includes skimmers, outfalls, headwalls, and mitered ends to provide a clear and open area on all sides of the structure for the water to move out of, or into the pond freely.
 - i. All Florida Exotic Pest Plant Council (EPPC) Category I and II species will be targeted unless directed otherwise. Treatment of the entire pond of cattail stands, water lettuce, water hyacinth, and hydrilla will be required regularly.
 - ii. Depending on chemical treatment, best management practices (BMP) should be followed as appropriate. Biomass removal is not required, kill in place methodology is the standard method.
- B. A swath from the seasonal high-water mark extending out 10' around the entire edge of pond is to be sprayed. Sensitivity and care shall be administered to not disrupt or damage native plant species or littorals.
- C. Perform trash pickup as part of the maintenance event. Remove all human-made trash, from the high-water mark extending out as far as can be reached from the current waterline at time of treatment, both floating and submerged, and remove larger tree branches and debris which may cause issues with flow of water in and out of structures.
- D. Dispose of all collected trash at authorized County waste collection sites.
- E. Submit daily work log of all work completed.
- F. Submit an itemized invoice for payment upon completion of entire schedule.
- G. Work shall be performed by Contractor's employees under its immediate supervision and may not engage in subcontracting any part of the work without obtaining prior written approval from the County.

1.04 SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to:

- A. Maintenance of 144 locations, totaling 186.10 acres of storm water ponds. It is anticipated that the number of ponds and locations will change during the life of this contract.
- B. Perform the work at scheduled intervals (currently estimated to be six (6) service events per year as determined by County). Work shall not be performed randomly or without notification by the County.
- C. Within 30 days of a request for service from the County, Contractor shall begin the maintenance cycle and work until completion of the cycle. Failure to begin work within 30 days of receipt of the release order may result in the County terminating the release order and engaging other contractors to perform the work or termination of the Blanket Purchase Order.
- D. All efforts must be performed using aquatic approved herbicides and within full compliance of label laws. All treatment and services shall be performed by applicators certified by the Florida Department of Agriculture and Consumer Services in the Aquatic Pest Control Category.
- E. After completion of the day's service during each maintenance event, contact the County Contract Manager (CCM) so that the County can conduct an inspection. The Contractor must provide completed work logs at the conclusion of each workday to the County's Contract Manager.

F. Chemicals:

- i. Vegetation shall be controlled using chemical compounds that minimize the potential of a fish kill.
- ii. All herbicides shall be used in accordance with the Environmental Protection Agency (EPA) label.
- iii. Surfactants and adjuncts shall be used when recommended by the herbicide label.
- iv. The use of drift reduction polymer shall be utilized when conditions warrant.
- v. Contractor shall furnish the County with labels and Safety Data Sheets of all chemicals that will be used in the performance of this contract before any work is authorized.
- G. Maintain a Work Log including the following information:
 - i. Arrival and departure time to the site.
 - ii. The date service was performed.
 - iii. Weather conditions.
 - iv. Damage to facility (to include but not limited to fences, gates, inlet, and outfall structures) observed.
 - v. Document all herbicides approved and used.
 - vi. Species present and treated.
 - vii. Estimated weight of trash removed.

H. Contractor's invoices shall:

- i. Match the release order number and blanket purchase order number for the cycle.
- ii. Be itemized.
- iii. Send invoices via email to the CCM.

1.05 ADDITIONAL SERVICES (as needed)

- A. The County anticipates the need for these services during the life of the Blanket Purchase Order. At this time, the number of visits or locations cannot be guaranteed.
- B. These services will be used for aesthetic issues, new ponds, and one-time treatments to eradicate nuisance vegetation.
- C. Treatments are for entire pond surface control of algae, watermeal, duckweed or any other type of floating or submerged undesirable vegetation or as directed by the County.
- D. Prices are per acre of treated pond surface per treatment event until desired effect has been achieved.
- E. BMP should be followed to include the use of different herbicides with different modes of action to increase efficacy and decrease plant resistance.
- F. Canal Chemical Applications.
 - i. Contractor shall effectively control the full spectrum of emergent and submersed vascular and non-vascular vegetation to include indigenous and non-indigenous plant species in the specified canals and ditches.
 - ii. The flow line shall remain free of all vegetation to maximize water conveyance. Control structures, three (3) feet inside pipes, and inlets shall remain free of all vegetation.
 - iii. Normal plant growth on the banks shall not be included in the spray operations unless otherwise determined by the CCM.
 - iv. Canals will generally be off-road requiring a backpack sprayer or ATV for access. Canals width, bank to bank, will range from 2' to 15' with canals being from 2' to 20' deep.

1.06 COUNTY RESPONSIBILITIES

- A. Issue a release order to Contractor for treatments within the County's fiscal year as notice to proceed with the work.
- B. Upon completion of work and submission of paperwork by Contractor, the County will perform an inspection of all services and notify Contractor of its acceptance prior to authorizing payment.
- C. Should the County identify any deficiencies in the work, the County will notify the Contractor and provide notice to Contractor to cure the deficiency.

1.07 ACCESSIBILITY

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

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

END EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS ITQ No. 24-R083008A

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

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

No documentation is required. The County will verify registration.

2. Bidder must possess a current, valid Florida Department of Agriculture and Consumer Services (FDACS) Commercial Application License with an Aquatic Pest Control Category (5A).

Provide a copy of Bidder's Florida Department of Agriculture and Consumer Services Commercial Application License with an Aquatic Pest Control Category.

3. The Bidder has provided pond maintenance for at least three (3) clients since October 1, 2018.

Provide the following information for three (3) client references.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- 4. Bidder has inspected the work sites for the work specified in this ITQ on or after the date of advertisement of this ITQ and prior to the Due Date and Time.
 - Bidder must submit a statement on company letterhead and signed by an authorized official of Bidder, that Bidder, or its representative(s), has inspected the work sites, listing the date of the inspections and the individual(s), by name, who conducted the 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 (5) years.
 - Bidder must complete Attachment C, Public Contracting and Environmental Crimes Certification and submit with its Bid attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years. The County will verify.
- 6. Bidder is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).

No documentation is required. The County will verify.

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

No documentation is required. The County will verify.

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

If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation.

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

If no conflicts of interests are present, Bidder must submit a fully completed copy of Attachment F, Conflict of Interest Affidavit.

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 Bidder's firm or any of its branches.

END EXHIBIT 2

Exhibit 3 PO Terms and Conditions TERMS AND CONDITIONS

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



Storm Water Pond Maintenance

(KMZ FILES AVAILIBLE UPON REQUEST)









































































































































