

INVITATION FOR BID
No. 24-R085012SB
YARD WASTE PROCESSING
SERVICES
AUGUST 13, 2024

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



**ADVERTISEMENT
INVITATION FOR BID No. 24-R085012SB
YARD WASTE PROCESSING SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide yard waste processing services, as specified in this Invitation for Bid (IFB).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFB is **September 11, 2024 at 2:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. West, 7th Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705, and the Bidder's name and total bid amount will be read aloud. Bidders or their representatives may attend the Bid opening.

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

SOLICITATION INFORMATION CONFERENCE AND SITE VISIT:

There is no Solicitation Information Conference scheduled for this IFB.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Procurement Division is **August 27, 2024 at 5:00 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 A.15 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Stacia Branco, Procurement Manager

(941) 749-3041, Fax (941) 749-3034

Email: stacia.branco@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO BIDDERS, IFB No. 24-R085012SB

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

A.01 BID DUE DATE

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **September 11, 2024 at 2:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

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

A.02 PUBLIC OPENING OF BIDS

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

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

A.03 SUBMISSION OF BIDS

The contents of the Bid sealed package must include:

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

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

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFB No. 24-R085012SB, Yard Waste Processing Services, Bidder's name, and Bidder's address.

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

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

A.04 BID FORMS

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

A.05 ENVIRONMENTAL SUSTAINABILITY

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

A.06 STANDARDS FOR MATHEMATICAL ERRORS

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

A.07 DISTRIBUTION OF SOLICITATION DOCUMENTS

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

At its sole discretion, the County may utilize a third-party provider, to distribute Bids. Participation in the third-party provider's system is not a requirement for doing business with the County.

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

A.08 ADDENDA

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

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

A.09 BID EXPENSES

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

A.10 QUESTION AND CLARIFICATION PERIOD

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

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

A.11 FALSE OR MISLEADING STATEMENTS

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

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

A.12 UNBALANCED BIDDING

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

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

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

A.13 WITHDRAWAL OR REVISION OF BIDS

Bidders may withdraw Bids under the following circumstances:

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

A.14 JOINT VENTURES

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

A.15 LOBBYING

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

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

A.16 IRREVOCABLE OFFER

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

A.17 ERRORS OR OMISSIONS

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

A.18 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

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

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

A.19 SCRUTINIZED COMPANIES FORM

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

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

A.20 COLLUSION

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

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

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

A.21 PUBLIC ENTITY CRIMES

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in

court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

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

A.22 DISCOUNTS AND PRICING

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

A.23 PROTEST

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

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

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

A.24 LICENSES AND PERMITS

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

A.25 CONFLICT OF INTEREST

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

A.26 BASIS OF AWARD

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

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

A.27 ACCESSIBILITY

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

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

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

A.28 SOLICITATION SCHEDULE

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

Schedule Item	Schedule Date
Solicitation Information Conference	N/A
Question and Clarification Deadline	August 27, 2024 at 5:00 P.M. ET
Bid Response Due Date and Time	September 11, 2024 at 2:00 P.M. ET
Projected Award	October, 2024

END OF SECTION A

SECTION B, TERMS AND CONDITIONS

IFB No. 24-R085012SB

B.01 AGREEMENT

The agreement resulting from the acceptance of a bid shall be in the form of a contract and/or a purchase order. This agreement shall be for three (3) years from date of award with one (1) three (3) year renewal option.

B.02 NON-EXCLUSIVE

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

B.03 CONFIDENTIALITY OF SECURITY RELATED RECORDS

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

B.04 PURCHASING COOPERATIVE

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

B.05 LOCAL PREFERENCE

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

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

B.06 SUPPLIER REGISTRATION

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

B.07 RESERVED RIGHTS

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

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

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

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

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

B.08 APPLICABLE LAWS

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

B.09 TAXES

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

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

B.10 CODE OF ETHICS

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

B.11 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or bid opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

B.12 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Invitation for Bid and will not be discriminated

against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

B.13 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES

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

B.14 QUALITY

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

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

B.15 DELIVERY

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

B.16 AUTHORIZED PRODUCT REPRESENTATION

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

B.17 ROYALTIES AND PATENTS

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

B.18 PUBLIC RECORDS

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

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

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

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

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

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

B.19 TRADE SECRETS

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

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

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

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

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

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

B.20 ePAYABLES

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

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of

payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

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

B.21 FUNDING

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

B.22 CONDITIONS FOR EMERGENCY EVENTS

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

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

B.23 TERMINATION

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

The County reserves the right to terminate any contract entered into pursuant to this IFB, in part or in whole, or place the successful Bidder on probation in the event it fails to perform in accordance with the terms and conditions stated herein. Notification will be made by providing written notice of such failure or default and by specifying a reasonable time period within which the successful Bidder must cure any such failure to perform or default. If the successful Bidder fails to cure the default within the time specified, the County may then terminate the subject contract by providing written notice to the successful Bidder. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances and/or policies. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.

B.24 PRECEDENCE

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

B.25 E-VERIFY

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

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

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

B.26 SUBCONTRACTORS

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

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

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

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

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

B.27 RECOMMENDATION FOR AWARD

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

END OF SECTION B

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
IFB No. 24-R085012SB**

The undersigned acknowledges receipt of the following addenda:

Addendum No.: _____ Date Received: _____
Addendum No.: _____ Date Received: _____
Addendum No.: _____ Date Received: _____
Addendum No.: _____ Date Received: _____
Addendum No.: _____ Date Received: _____
Addendum No.: _____ Date Received: _____
Addendum No.: _____ Date Received: _____
Addendum No.: _____ Date Received: _____

Print or type Bidder's information below:

Name of Bidder: _____
Telephone Number: _____
Street Address: _____
City, State, Zip: _____
Email Address: _____
Website Address: _____

Signature of Authorized Official: _____
Printed Name, Title, Date: _____

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

ATTACHMENT B, BID SIGNATURE FORM
IFB No. 24-R085012SB

The undersigned represents that:

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

Print or type Bidder's information below:

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

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

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
IFB No. 24-R085012SB**

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

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

[Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family

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

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

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

[Supplier Signature]

STATE OF _____
COUNTY OF _____

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

Notary Public Signature

My commission expires _____

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

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

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

ATTACHMENT D, INSURANCE REQUIREMENTS

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

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$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

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

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

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

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper’s Liability Insurance

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

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

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

Bailee’s Customer Liability Insurance

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

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

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

Manatee County, a Political Subdivision of the State of Florida

Attn: Risk Management Division

1112 Manatee Avenue West, Suite 969

Bradenton, FL 34205

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

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

[Remainder of page intentionally left blank]

ATTACHMENT D, INSURANCE STATEMENT

IFB No. 24-R085012SB

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

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

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

**ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT
IFB No. 24-R085012SB**

STATE OF _____

COUNTY OF _____

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

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

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

DATED this _____ day of _____, 20____.

CONSULTANT Signature

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

Notary Signature
Commission No. _____

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

ATTACHMENT F, DRUG FREE WORK-PLACE CERTIFICATION
IFB No. 24-R085012SB

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]
for _____ whose business address is
[print name of entity submitting sworn statement]

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF _____
COUNTY OF _____

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

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

My commission expires _____

Notary Public Signature _____

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

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

ATTACHMENT G, SCRUTINIZED COMPANY CERTIFICATION
IFB No. 24-R085012SB

This certification is required pursuant to Florida State Statute Section 287.135.

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

Company _____ FID or EIN No. _____

Address _____

City _____ State _____ Zip _____

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

Signature

Title

Printed Name

Date

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

**ATTACHMENT H,
PRICING FORM
IFB No. 24-R085012SB**

Item #	Description of Yard Waste	Annual Estimated Quantity (Tons)	Unit Price Per Ton	Extended Price
1	Processing of Clean Material	35,000	\$	\$
	Processing of Dirty Material (Effective October 1, 2025, this service will not be needed)			
2	Removal/Disposal of Clean Material	10,500	\$	\$
3	Removal/Disposal of Dirty Material (Effective October 1, 2025, this service will not be needed)	5500	\$	\$
TOTAL FOR AWARD PURPOSES ONLY (Item #1 through #3)				\$

	Amount to charge per "Ton" to load clean mulch for sale	Unit Price Per Ton
4	Clean Mulch for Contractors	\$
5	Clean Mulch for County Landfill Use	\$

NOTE: Bidder must provide pricing on Items #1 through #3 to be deemed responsive.

Bidder Name: _____

**ATTACHMENT I, BIDDER'S QUESTIONNAIRE
IFB No. 24-R085012SB**

Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

1. Contact Information:

FEIN #: _____
License #: _____
License Issued to: _____
Date License Issued (MM/DD/YR): _____
Company Name: _____
Physical Address: _____
City: _____ State of Incorporation: _____ Zip Code: _____
Phone Number: () _____ Fax Number: () _____
Email address: _____

2. Bidding as: an individual __; a partnership __; a corporation __; a joint venture __

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Bidder is authorized to do business in the State of Florida: Yes No

5. How long has your firm provided yard waste processing services? _____

6. Is this firm currently contemplating or in litigation? Provide summary details.

7. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

8. Who will be supervising the services to be performed under an Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

9. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of the Scope of Services?

10. List additional equipment your firm will require to provide services to the County and when and how you plan to acquire the equipment.

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

EXHIBIT 1, SCOPE OF SERVICE

EXHIBIT 1, SCOPE OF SERVICES
IFB No. 24-R085012SB

1.01 BACKGROUND INFORMATION

Manatee County Utilities Department (herein after referred to as County) is accepting bids from qualified firms to unload, sort and process yard waste materials from the Lena Road facility located at 3333 Lena Road, Bradenton, Florida 34211.

Estimated yard waste processing for fiscal year 2022, 2023 and 2024:

Fiscal Year	Processed (estimated)	Outbound (estimated)
2022 (Oct 2022 -Sept 2022)	33,214.56 TN	1,333.06 TN
2023 (Oct 2023 - Sept 2023)	42,173.21 TN	10,165.01 TN
2024 (Oct 2024 – May 2024)	18,648.75 TN	6,710.28/Clean TN 3,572.64/Dirty TN

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, supervision, materials, supplies, licensing, transportation, and other components necessary to provide yard waste processing services at the Lena Road Landfill located at 3333 Road, Bradenton, Florida 34211 that will meet the requirements of an Agreement.

Contractor will provide services to handle both dirty and clean yard waste, offer clean mulch for dust control purposes and supply clean mulch to landfill staff for on-site use as needed. The minimum frequency for processing yard waste is once every six-months or when 3,000 tons (12,000 cubic yards) are accumulated. The estimated area of land for processing yard waste is 5 acres refer to Exhibit 3, Aerial Yard Waste 5 Acres.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

- A. Operate an estimated 5-acre yard waste processing facility in accordance with the terms and conditions of an agreement and the solicitation, which includes all federal, state, and local applicable laws, ordinances, regulations, and permits throughout the term of an agreement.
- B. Ensure all yard waste received at the facility is managed in a neat and orderly operation, adhering to the minimum requirements for yard waste processing facilities prescribed in, but not limited to, Chapter 62.709 of the Florida Administrative Code (F.A.C), and applicable law.
- C. Maintain sufficient space available at the facility to receive and unload yard waste.
- D. Manage yard waste on a first in first out (FIFO) basis.
- E. Operation hours for yard waste processing services at the Lena Road Landfill are Monday – Saturday 8:00A.M. to 5:00P.M EST.
- F. Accept, unload, sort and process recyclable yard waste materials delivered to the Lena Road facility at the direction of the County. Delivery of materials may be by County

residents, commercial users, or County contract haulers and by any type of delivery vehicle.

- G. Provide all equipment, manpower and machinery required to accept, sort and process yard waste materials delivered to the facility.
- H. Perform required operations to produce recycled materials for marketing and selling to a permitted recycler.
- I. Develop and maintain markets for recycled yard waste and monitor current market trends.
- J. Maintain good standing with the Florida Department of Environmental Protection (FDEP).
- K. Provide certified spotters and a full-time site supervisor must be present at the facility.
- L. Staff must be trained for safety and proof of training made available to the County upon request.
- M. Perform maintenance and repair of facility including odor, dust, litter control, fire protection and hazardous waste cleanup.
- N. Perform on-site maintenance of all equipment and machinery to minimize downtime at the facility.
- O. Responsible for fuel and oil spills and must have containment for fuel tanks.

1.04 YARD WASTE PROCESSING

A. Dirty Yard Waste Processing:

1. Acceptance, unloading, sorting, and processing of dirty yard waste. Dirty yard waste may include materials contaminated with soil, rocks, or other debris. (Must use Lena Road Landfill scales to weigh in and out).
2. Removal or disposal of dirty material.
3. Ensure compliance with environmental regulations and best practices during processing operations and storage of materials. See Exhibit 4, Lena Road Ops Plan.

B. Clean Yard Waste Processing:

1. Acceptance, unloading, sorting, and processing of clean yard waste. Clean yard waste typically includes leaves, grass clippings, branches, and other similar organic materials free from significant contamination. (Must use Lena Road Landfill scales to weigh in and out).
2. Removal or disposal of clean material.
3. Ensure compliance with environmental regulations and best practices during processing operations and storage of materials. See Exhibit 4, Lena Road Ops Plan.
4. Monitor mulch usage and maintain adequate inventory levels to meet demand for Lena Road Landfill site maintenance use and Manatee County dust control purposes.
5. Provide for emergency usage (e.g., storms) in the event there is a need for additional mulch.

1.05 CLEAN MULCH FOR DUST CONTROL

A. Local Contractors:

1. Provide clean quality mulch to contractors for use as dust control on development projects in the County. Clean mulch should meet County quality standards

suitable for dust control applications. This is a new process and is only intended to be used as needed for dust control on large development projects in the County.

2. At the direction of the County, local Developers will be permitted to pick up clean mulch from the Yard Waste Facility and charged a per ton fee.

B. Landfill Use:

1. Provide quality mulch that can be utilized by landfill staff on-site as needed. This mulch should meet the same quality standards as those provided for dust control. Historical use amounts are provided in Exhibit 5, Mulch – Landfill Use.
2. Load County vehicles with mulch as needed.

1.06 REPORTING AND DOCUMENTATION

- A. The County shall report material brought into and out of the Lena Road Landfill by the 15th of the month to the vendor.
- B. Pricing will be based on weights from the Lena Road Landfill Scales.
- C. All material removed from the yard waste processing site will be tracked through the Lena Road Landfill Scale House.
- D. Report any changes in staffing to a County representative including name, title, and contact information.

1.07 EMERGENCY RESPONSE AND CONTINGENCY PLANNING

- A. Develop and maintain emergency response plans for handling incidents such as fires, spills, or other emergencies related to yard waste processing or mulch storage. This plan must be updated annually and submitted to the County.
- B. Fire Protection and Control Provisions:
 1. Maintain fire protection and control measures to prevent and contain accidental burning of yard waste or mulch.
 2. Maintain an all-weather access road, at least 20 feet wide, around the perimeter of the facility.
 3. Maintain 15 feet-wide lanes between windrows.
 4. Ensure processed or unprocessed materials are not mechanically compacted.
 5. Processed or unprocessed yard waste or mulch shall be no more than 50 feet from access by motorized firefighting equipment.
- C. Submit an operations, health, and safety plan to the County within thirty (30) business days after the effective date of an agreement. The plan shall include but not limited to:
 1. Facility Contacts: Names and designations of key personnel responsible for operation and maintenance, including emergency contact information.
 2. Equipment: Details of equipment (make, model, year), backup spare equipment, and any sub-contractors used for mulch transportation.
 3. Traffic Management Plan: Measures and procedures for managing facility traffic, including unloading procedures.
 4. Material Management Plan: Procedures for managing unprocessed and processed materials, waste screening, and prohibited waste management.

5. Communications Plan: Methods and devices for communication, including a two-way radio for communication with the County's scale house.
 6. Health and Safety Plan: Safety procedures, training topics, fire prevention and response, spill prevention and response, and dust and odor control procedures.
- D. In the event of a natural or man-made disaster, the Contractor shall respond within seventy-two (72) hours after notification by the County, with the capability to initiate grinding of disaster-related material.

1.08 ACCESSIBILITY

Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 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 in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

1.09 PRICE ESCALATION/DE-ESCALATION

Contractor's fees for yard waste processing services shall remain firm for a minimum of twelve-months after execution of the Agreement. Any escalation or de-escalation in pricing thereafter the Contractor may submit a written request based on the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). No more than one (1) price increase is allowed in a twelve-month period. No fuel surcharges will be accepted.

END OF EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

**EXHIBIT 2, MINIMUM QUALIFICATIONS
IFB No. 24-R085012SB**

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. The Bidder has provided yard waste processing services for at least three (3) clients since August 2021:

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

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

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

No documentation is required. The County will verify.

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

No documentation is required. The County will verify.

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

No documentation is required. The County will verify.

6. Bidder is not on the FDOT Contractor Suspension List

No documentation is required. The County will verify.

7. 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 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.

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

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 IFB.

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

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

END OF EXHIBIT 2

EXHIBIT 3, AERIAL YARD WASTE 5 ACRES



Measure



Click points on the map to measure distances and area

Perimeter
570.42 m



Area
5 ac



Save to project

EXHIBIT 4, LENA ROAD OPS PLAN



Lena Road Class I Landfill Operations Plan

Presented to:



Utilities Department, Solid Waste Division
3333 Lena Road
Bradenton, FL 34211
(941) 748-5543

Presented by:

SCS ENGINEERS
3922 Coconut Palm Drive, Suite 102
Tampa, FL 33619
(813) 621-0080

Revised September 2017
File No. 09217088.01

Offices Nationwide
www.scsengineers.com

**Lena Road Class I Landfill
Operations Plan**

Prepared for:

Manatee County Utilities Department
Solid Waste Division
3333 Lena Road
Bradenton, FL 34211
FDEP Permit No. 39884-021-SO-01
WACS ID No. 44795

Prepared by:

SCS Engineers
3922 Coconut Palm Drive, Suite 102
Tampa, FL 33619
(813) 621-0080

Revised September 2017
File No. 09217088.01



Carlos A. Restrepo, P.E.
No. 70208

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K.1 TRAINED OPERATORS

Manatee County government personnel operate the Lena Road Landfill. The County requires at least one trained landfill operator certified in accordance with F.A.C., Chapter 62-701.500 (1) and one spotter at the working face at all times during waste disposal operations. The spotter is responsible for guiding vehicles and for assisting code enforcement with enforcing provisions for controlling the waste received. An example of a typical workweek staff schedule is shown in Figure K-1.

General daily operations are as follows:

Time	Activity
7:00 am	Landfill Operations Supervisors, Solid Waste Disposal Chiefs and/or the Solid Waste Maintenance Chief (all certified, trained operators) arrive; distribute daily assignments, checks attendance, and equipment sheets. The equipment moves to the working area to prepare the roads and sites for that working day. At least one trained spotter is assigned to the working face each time waste is received to inspect each load from the ground level.
8:00 am	The Scalehouse opens and traffic is routed to the appropriate disposal area.
9:00 am	Personnel begin the morning break times
11:30 pm	Personnel begin the lunch break times
2:00 pm	Personnel begin the afternoon break times
5:00 pm	Operators leave work sites and cleanup equipment
6:00 pm	Equipment and buildings are secured; alarm set; gates locked; and personnel depart

K.1.a Training Plan

Each landfill operator or spotter for Manatee County is required to participate in the County's landfill operator and spotter training plan. The County provides operator and spotter training each year through an approved training company to provide the required initial and/or continuing training. A list of each employee's training status and continuing training requirements is maintained by TREEO and is provided as Attachment K-4.

Figure K-1. Landfill Operations – Typical Workweek Staff Schedule

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Robert Bennett Landfill Operations Supervisor	Robert Bennett Landfill Operations Supervisor	Robert Bennett Landfill Operations Supervisor	Robert Bennett Landfill Operations Supervisor	Robert Bennett Landfill Operations Supervisor	
Keith Jones Disposal Chief	Keith Jones Disposal Chief	Keith Jones Disposal Chief	Keith Jones Disposal Chief		
Armando Ayala Landfill Attendant	Armando Ayala Landfill Attendant	Armando Ayala Landfill Attendant	Armando Ayala Landfill Attendant	Armando Ayala Landfill Attendant	
Juan Garza Landfill Operator	Juan Garza Landfill Operator	Juan Garza Landfill Operator	Juan Garza Landfill Operator		
Darrel Seegmiller Landfill Operator	Darrel Seegmiller Landfill Operator			Darrel Seegmiller Landfill Operator	Darrel Seegmiller Landfill Operator
Clayton Mathis Landfill Operator	Clayton Mathis Landfill Operator	Clayton Mathis Landfill Operator	Clayton Mathis Landfill Operator	Clayton Mathis Landfill Operator	
Evan Wolfe Landfill Operator	Evan Wolfe Landfill Operator			Evan Wolfe Landfill Operator	Evan Wolfe Landfill Operator
Jack Manning Landfill Operator	Jack Manning Landfill Operator			Jack Manning Landfill Operator	Jack Manning Landfill Operator
		Eric Siegfried Disposal Chief	Eric Siegfried Disposal Chief	Eric Siegfried Disposal Chief	Eric Siegfried Disposal Chief
Don Lusby Landfill Operator	Don Lusby Landfill Operator		Don Lusby Landfill Operator	Don Lusby Landfill Operator	
		Tim Harper Landfill Operator	Tim Harper Landfill Operator	Tim Harper Landfill Operator	Tim Harper Landfill Operator
		James Horton Landfill Operator	James Horton Landfill Operator	James Horton Landfill Operator	James Horton Landfill Operator
Danny Newman Landfill Operator	Danny Newman Landfill Operator	Danny Newman Landfill Operator	Danny Newman Landfill Operator		
Anthony Detweiler Landfill Operations Supervisor	Anthony Detweiler Landfill Operations Supervisor	Anthony Detweiler Landfill Operations Supervisor	Anthony Detweiler Landfill Operations Supervisor	Anthony Detweiler Landfill Operations Supervisor	
Richard Jones Maintenance Chief	Richard Jones Maintenance Chief	Richard Jones Maintenance Chief	Richard Jones Maintenance Chief	Richard Jones Maintenance Chief	
Michael Guy Landfill Operator	Michael Guy Landfill Operator	Michael Guy Landfill Operator	Michael Guy Landfill Operator	Michael Guy Landfill Operator	
Mike Blomberg Landfill Operator	Mike Blomberg Landfill Operator	Mike Blomberg Landfill Operator	Mike Blomberg Landfill Operator	Mike Blomberg Landfill Operator	
Josh Brown Landfill Operator	Josh Brown Landfill Operator	Josh Brown Landfill Operator	Josh Brown Landfill Operator	Josh Brown Landfill Operator	
Darren Smith Landfill Operator	Darren Smith Landfill Operator	Darren Smith Landfill Operator	Darren Smith Landfill Operator	Darren Smith Landfill Operator	
Richard Beaulieu Landfill Operator	Richard Beaulieu Landfill Operator	Richard Beaulieu Landfill Operator	Richard Beaulieu Landfill Operator	Richard Beaulieu Landfill Operator	

K.2 OPERATIONS PLAN

K.2.a Designation of Responsible Operating and Maintenance Personnel

The Manatee County Solid Waste Management Facility (Landfill) is owned by Manatee County Government and operated under the direction of the Utilities Department, Solid Waste Division. An After Hours Contact List is provided in Table K-1, and a list of landfill positions is given below:

- Solid Waste Division Manager
- Landfill Operation Supervisor (2)*
- Fiscal Specialist *
- Landfill Scalehouse Operator (3)*
- Senior Scalehouse Operator (2)*
- Solid Waste Collection Supervisor (2)*

- Solid Waste Maintenance Chief *
- Solid Waste Disposal Chief (2)*
- Landfill Operator (14)*
- Landfill Superintendent *
- Household Hazardous Waste Technician (2)
- Administrative Assistant
- Landfill Attendant *
- Recycling Special Waste Collection Supervisor (1)*
- Recycling Coordinator
- Solid Waste Enforcement Superintendent*
- Solid Waste Enforcement Officer (4)*

**Trained Spotters*

**Table K-1. Emergency and After Hours Contacts
 Lena Road Landfill/Solid Waste Division**

Person/Agency	Telephone Number
Fire Department	911 or Non-Emergency 941-751-5611
Battalion Captain Stacey Bailey	
Chief Byron Teates	
Manatee County Fire Rescue Administration Office: 3200 Lakewood Ranch Blvd. Bradenton, FL 34211 First Responder: Station 2 803 60 th Street Court East Bradenton, FL 34202	
Ambulance	911
Sheriff	911
Bomb Squad	911 or Non-Emergency 941-747-3011
Public Safety Hazardous	911
Vacant, Solid Waste Division Manager	H: C: Office: 941-792-8811
Bryan White, Landfill Superintendent	C: 941-812-2455
Bob Bennett, Landfill Operations Supervisor	H: 941-758-1741 C: 941-704-7855
Anthony Detweiler Landfill Operations Supervisor	C: 941-812-8796
Eric Siegfried, Solid Waste Disposal Chief	H: 941-756-3507 C: 941-730-6554
Keith Jones, Solid Waste Disposal Chief	C: 941-704-6640
Richard Jones, Solid Waste Maintenance Chief	C: 941-322-4104
Scott Wood, Recycling and Special Waste Collection Supervisor	C: 941-348-7123
Jeanne Detweiler, Superintendent Solid Waste Enforcement	C: 941-812-4301
Debora Braziel-Jones, Solid Waste Collections Supervisor	H: 941-350-9399

Barb Grunas, Solid Waste Collections Supervisor	C: 941-405-9817
Department of Environmental Protection Melissa Madden	Office: 813-470-5700 Direct: 813-470-5795

K.2.b Contingency Operations for Emergencies

In the event of an emergency, the County may close the landfill during the emergency event, but will maintain open access to the landfill after the emergency condition passes or the threat level drops. For example, the landfill will be closed during a hurricane, but opened after the hurricane has passed. On-site equipment may not be sufficient to maintain the excess volume of waste generated as a result of an emergency. If so, back-up landfill equipment will be rented within 24 hours from the County’s approved bid list. Additionally, back-up equipment will be provided for equipment breakdowns and down time for routine maintenance. In the case of equipment failure or emergencies, rental equipment or equipment from other County agencies will be delivered to the site within 24 hours.

Emergency conditions at the landfill may occur as a result of natural weather events (tornado, flooding, hurricane, etc.) or fire. Staff is currently equipped to mobilize to alternative sites that will be designated as such in conjunction with the Manatee County Emergency Management Department. In the event that emergency conditions interrupt operations at the landfill, a contingency plan will be developed and implemented to establish temporary operations on a case-by-case basis, dependent on conditions at alternative sites such as the closed Erie Road Landfill. Such temporary operations will accept storm debris only, and will be terminated and disposal operations resumed at Lena Road Landfill as soon as practical. If the Lena Road Landfill cannot operate during an emergency, solid waste collection trucks will be diverted to the closest landfill that will accept waste.

When an emergency condition threatens the landfill operation, the following actions will be taken:

1. Daily Cover shall be applied to all exposed refuse before a major storm arrives, if possible.
2. All landfill equipment shall be parked near any natural windscreens such as earthen mounds and berms.
3. All lightweight signs and equipment shall be secured.
4. When operation resumes, work shall commence in dry areas only (up from the active face).
5. Refuse shall not be disposed of in standing water.

K.2.b.1 Fire Event

Small fires on the working face will be controlled by a water wagon, bulldozer or landfill compactor and ample water and cover material to extinguish the fire. On-site stockpiles of soil cover material are available for suppressing fires. In the event an uncontrollable fire does occur at the landfill site, the East Manatee Fire Rescue District (941-751-5611) is the responding Department and will be called immediately. The East Manatee Fire Rescue District presently maintains a fire station approximately 3.5 miles west of the facility. In the event of a fire or other emergency, the landfill operator will notify the FDEP within twenty-four (24) hours by telephone and within seven (7) days a written report will be submitted describing the origins of the emergency, actions taken, result of the actions taken, and an analysis of the success or failure of the actions.

A hot load area is provided in a location away from the working face to allow vehicles arriving at the landfill with a fire in their load to dump quickly in an area where the material can be spread out and quickly sprayed by the water wagon. All water sprayed on hot loads will be managed as leachate. The location of the hot load area will change from time to time with the changing working face locations. Hot loads will not be dumped on the working face until sufficiently cool to avoid combustion.

The landfill has accommodations for wet weather solid waste disposal for the residential or small business patrons. The location of the wet weather operations area changes depending upon progression of the fill sequence. The area is bermed and a stabilized tipping surface is provided.

The solid waste disposed of in the wet weather area is loaded into dump trucks and transported to the working face for proper disposal. The wet weather area is also cleaned at the end of each day in order to provide proper litter and vector control.

K.2.c Control of Types of Materials Received

Procedures for observing waste as it is brought to the landfill and unloaded are provided in Section K.2.e. The load-checking program is described in Section K.6. The landfill may dispose of Class I solid waste as defined in 62-701.200 (13).

1. Lead-Acid Battery Collection Area
2. Household Hazardous Waste Collection Site
3. White Goods/Scrap Metal Storage Area
4. Yard Waste Processing Area
5. Tire Storage Area
6. Freon Containing Staging Area
7. E-Scrap

Special wastes such as white goods, tires, and yard wastes, require special handling and management. The locations for the Waste Tire Facility, White Goods/Scrap Metals Facility, Household Hazardous Waste Drop-off Facility and Yard Waste Facility are shown on Sheet C-2 of the Fill Sequence Plan. The County temporarily stores white goods and whole tires prior to processing. The white goods are stored in an upright position until such time as the contracted

commercial recyclers remove them. Waste tires are stored in the permitted waste tire site prior to removal by the recycler. Tires mixed in loads are removed from the active face. Yard wastes are processed on site by a contracted vendor and removed from the site for re-use in land applications or waste-to-energy plants as fuel. Waste types not accepted for landfilling include all hazardous wastes, all infectious wastes, pesticides and unexpended pesticide containers, free liquids, flammable and volatile wastes, and radioactive wastes.

K.2.c.1 Asbestos

Asbestos waste haulers are required to notify the landfill operator in advance and provide information on the estimated volume and delivery date of friable asbestos. All incoming asbestos material is required to comply with all applicable permit conditions and to be wet down and double bagged. Asbestos will not be accepted during adverse weather conditions. Asbestos is covered with non-asbestos containing waste or soil and the location will be recorded. Additional procedures for handling asbestos are given in Section K.14.c Special Waste Handling – Asbestos.

K.2.c.2 Hazardous Waste

If hazardous wastes are located at any area of the landfill, the area must be isolated and management notified immediately. Management/Supervisory staff must notify the below listed agencies dependent on the type of material brought to the landfill.

Management/Supervisory staff must notify the following offices for handling and proper disposal of hazardous wastes:

- 1. Environmental Management Department (941) 742-5980
- 2. Sheriff’s Department/HazMat Section (941) 721-2693
- 3. Utilities Department Director (941) 792-8811, Extension 5323
- 4. Recycling and Special Waste Collection (941) 782-8811, Extension 8049
Supervisor

All events regarding receipt of non-household hazardous waste material are kept at the landfill office.

A brief outline of the following materials/programs is given below.

Typical household hazardous wastes (HHW) are as follows:

Paint	Pesticides	Used motor oil	Ammunition
Herbicides	Aerosol cans	Propane tanks	Flares
Gasoline	Mercury Containing Devices	Cleaning Supplies	

The Recycling and Special Waste Collection Supervisor responsible for operation of the Household Hazardous Waste Collection and Storage Facility must be notified if HHW material is to be disposed. The Supervisor will arrange for removal and proper disposal. The maximum onsite storage and frequency for removing these recyclables from the site is as follows:

- Used oil (up to 1000 gallons) is to be removed quarterly
- Paints (up to 16,600 gallons) are to be removed quarterly
- Batteries (up to 300 batteries) are to be removed quarterly
- Light bulbs (up to 800) are to be removed at least quarterly
- Electronic devices (up to 50,000 pounds) are to be removed quarterly
- Household Hazardous Waste (up to 2,500 pounds) are to be removed quarterly

A detailed Operations Plan for the HHW facility is provided in Attachment K-2.

K.2.c.3 White Goods

All white goods containing Freon (e.g., refrigerators, air conditioners) are segregated from the waste stream and placed upright in the staging area. Freon is removed by a certified operator, and the item marked as being Freon free. The compressors are removed and oils drained off-site for collection by a licensed hazardous waste transporter under the direction of the scrap metal processor. The white goods are then moved to the general white goods/scrap metal area for collection by the scrap metal contractor at the location indicated on Sheet C-2 of the Drawings.

All white goods, as defined in 62-701.200 (141), entering the landfill in separated loads are sent directly to the designated white goods/scrap metal storage area to be collected by a private scrap metal contractor for recycling purposes.

Up to 400 tons of scrap metal and white goods (a maximum of 600 pieces of white goods) can be stored in this area. The minimum frequency for removal is every six months.

K.2.c.4 Yard Waste

All incoming yard waste is directed to the designated area to be processed on site by a contracted vendor and removed from the site for re-use in land applications or waste-to-energy plants as fuel. Mulch is also used for the wet weather area during rainy season to assure access to the tipping area during rain events. The minimum frequency for processing yard trash is once every six months or when 3,000 tons (12,000 cubic yards) are accumulated. The contracted vendor then removes the shredded material for resale to various outlets for land applications or waste-to-energy plants for fuel. The fines generated are also utilized at the landfill and mixed with soil for use as initial cover.

K.2.c.5 Tires

Tires entering the landfill are directed to the permitted storage area. Large agricultural equipment tires and large or solid forklift tires that cannot be processed for recycling are sent to the landfill disposal area for disposal in the landfill. The contracted vendor removes the tires to a waste-to-

energy facility for processing and use as a fuel additive. Removal by the vendors is conducted on an on-call basis.

K.2.c.6 Batteries

State regulations prohibit disposal of lead-acid batteries in a landfill. The County prohibits collection of batteries by its franchised waste haulers. The Solid Waste Management Act aids in providing for proper disposal by requiring that all entities that sell batteries at retail shall accept used batteries as trade-ins for new batteries.

The County accepts batteries at no cost to its residents who bring them to the landfill facility. Upon entering the scales, the transporter is advised to place all batteries in the storage shed located in the Community Drop Off area on weekends and holidays. In addition, batteries are accepted at the HHW Facility during its collection events and Monday through Friday (except holidays).

The Household Hazardous Waste Technician conducts frequent inspections of the storage shed and HHW Facility to monitor the number of batteries on site. When the on-site count reaches 300, the contracted battery vendor is called to remove them for recycling and/or proper disposal.

The contracted vendor collects the batteries on an on-call basis. When the vendor arrives on site, they are met by the Household Hazardous Waste Technician who observes the transfer of batteries from the collection shed to the vendor's vehicle. The vendor must sign a battery log before the batteries are removed from the facility. The log is also signed by the Household Hazardous Waste Technician verifying the count of batteries removed. The collection agreement is renewed or updated on an annual basis.

K.2.d Weighing Incoming Waste

The Scalehouse operations are supervised and operated by the Manatee County Utilities Department, Solid Waste Section. Three scales are located at the entrance to the landfill. Two are inbound and one is outbound. The weighing of waste is required prior to entering the landfill and weight records are reported to the Department monthly. Vehicles that enter the electronic scales are recorded on an information management system. This system records the date, type of vehicle, weight, material to be disposed, daily transaction number, and any other information available pertaining to account name or status. The driver is directed to the appropriate disposal area by the scale attendant.

K.2.e Vehicle Traffic Control and Unloading

The landfill facility is surrounded by fencing and other natural barriers that limit vehicle access to the landfill. Directional signs have been placed to safely direct vehicles to the current waste disposal area. These signs have large legible letters and are cleaned, refurbished and moved as necessary. The signs are strategically placed so that the route is clear to the drivers. In addition, verbal instruction is issued by the Scalehouse attendant as required. Fencing or temporary barricades are employed as additional traffic control features. Speed limit, safety, and

prohibitive practice signs are also placed as necessary in order to encourage a safe, clean operating area.

The Disposal Chiefs direct disposal operations. The landfill attendant acts as the spotter at the active face. Unloading is permitted only at the designated tipping area next to the working face. At the fill areas, temporary signs and at least one spotter direct vehicles to the proper tipping areas. The spotter directs those persons requiring additional assistance. Haulers are responsible for unloading their own vehicles. Wastes requiring special handling are coordinated with and unloaded under the direct supervision of landfill personnel. Spotters shall be trained and stationed per 62-701.320 (15) (d) Spotter location. The spotter shall be stationed where they can inspect each shipment of waste for unauthorized waste. If spotters are located on heavy equipment spreading the waste at the working face, the heavy equipment operator shall be trained as a spotter and as a heavy equipment operator. When unauthorized waste is discovered, the operator must either move the unauthorized waste away from the active area for later removal and proper management, or must stop operation and notify another person on the ground or on other equipment who will come to the active area and remove the unauthorized waste before operations are resumed. Also, each load of waste must be visually inspected for unauthorized waste prior to being compacted. The spotter may move about the working face on foot or on a vehicle as needed to properly direct the positioning of vehicles for unloading and to observe waste as it is unloaded.

Any suspicious loads or vehicles are stopped by the Scalehouse staff for inspection. The County also has a random load inspection program in place as discussed in Section K-6. Spot checking also occurs at the active face. If the spotter detects prohibited, special or hazardous waste while the hauler is still present, the waste is reloaded into the vehicle and is removed from the site. If the hauler cannot be identified, it is the County's responsibility to remove the waste from the landfill for proper disposal.

K.2.f Method and Sequence of Filling Waste

The Fill Sequence Plan from 2016 to 2036 is bound separately and included in Appendix B with the permit application.

Prior to excavation of cover soil and placement of solid waste, the excavation will be surveyed and a signed/sealed construction certification report and survey of base grades for each new disposal area will be submitted to the Department for review and approval prior to placement of solid waste. The certification report will include a drawing displaying the post-excavation clearance between the top of the sand protective layer and the previously installed leachate collection system piping after accounting for the modified fill sequence.

K.2.g Waste Compaction and Application of Cover

Waste is typically dumped at the toe of the active face and is spread over the face in a maximum two-foot lift with dozers. Upon completion of waste spreading, compactors typically roll the waste with six passes prior to spreading of additional waste. To achieve the optimum compaction, while minimizing initial cover usage, the active face slopes are maintained at approximately 5:1 (H:V). The flatter the slope, the greater is the compaction rate and greater

amount of soil to cover the waste. The 5:1 face slope provides a good compromise between compaction and soil usage. The compaction with the given equipment and working conditions is approximately 1,200 lb/cy.

Cover material for daily operations of the landfill is obtained from a designated stockpile area. The location for the Cover Material Stockpile is located in the footprint of the Stage II Landfill and moves as future Stages are built. The County has an open purchase order to buy cover soil as needed to supplement the on-site stockpiles. To minimize soil usage, Manatee County has purchased mechanically operated tarp-type alternate daily cover system (ADC). Tarps are laid across the working face and taken up the next day. Tarps are loaded to minimize the effects of wind uplift. If waste is not deposited on the working face within 24 hours, then soil is used as the cover material. The areas of the working face not covered by the tarps are covered with soil.

K.2.h Operations of Gas, Leachate, and Storm Water Controls

Leachate management is described in K-8, gas monitoring in K-9 and storm water controls in K-10.

K.2.i Water Quality Monitoring

See Part L of this permit application.

K.2.j Maintaining and Cleaning the Leachate Collection System

The entire LCRS was jetted and pressure cleaned in June and July 2015. The report on the pressure cleaning is provided in Appendix A to the permit application.

K.3 LANDFILL RECORDS AND RECORD LOCATIONS

The operating records consist of all records, reports, analytical results, demonstrations, and notifications required by Chapter 62-701, F.A.C., all permits and permit modifications, and training records. The operating records are maintained within the filing system at the landfill facility.

Operating records denoting events are maintained by the landfill staff in accordance with the Operational Permit. Some examples of daily operations of the landfill are:

- Operation and maintenance of the facility
- Special wastes monitoring
- Manpower and equipment usage
- Storm water and leachate issues
- Compliance with permits, applicable rules, regulations, and laws
- Fill sequence plan adherence

K.4 WASTE RECORDS

Monthly waste records are kept on site and submitted to the FDEP quarterly. A sample report is included as Figure K-2.

**Figure K-2. Manatee County Class I Landfill
 Waste Records 2016**

**MANATEE COUNTY CLASS I LANDFILL
 WASTE RECORDS**

YEAR 2016

TOTAL WASTE RECEIVED AND WASTE TYPE (SEE NOTES BELOW) *	SOLID WASTE RECEIVED MONTHLY REPORTED IN TONS												TOTAL FOR YEAR
	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			
	January	February	March	April	May	June	July	August	September	October	November	December	
TOTAL WASTE RECEIVED													
Household Waste	18.7	11.7	30.3	10.9	7.1	27.7							
Commercial Waste	12740.43	11234.2	12594.7	12350.78	12160	11889.6							
Ash Residue	0	0	0	0	0	0							
Incinerator by-pass Waste	0	0	0	0	0	0							
Construction & Demolition Debris	918	831.5	1240.5	999.2	724.1	964.7							
Treated Diomedical Waste	0	0	0	0	0	0							
Agricultural Waste	648	141	508	215.1	32.9	467.8							
Industrial Waste	0	0	0	0	0	0							
Yard Trash	2241.5	2309.9	3378.5	3924.2	2485	2484.9							
Sewage Sludge	228	131.2	178.7	690.8	588.1	430.7							
Industrial Sludge	0	0	0	0	0	0							

The Landfill Operator shall:

- 1) Weigh all solid waste as it is received;
- 2) Record, in tons per day, the amount of solid waste received;
- 3) Estimate the amount received by waste type as listed in this table; and,
- 4) Compile the reports monthly, and send copies to the Department quarterly.
- 5) First line for each waste type represents waste from Manatee County.
- 6) Waste from other counties shall be identified by County of origin and amounts received on the lines below each waste type.

K.5 ACCESS CONTROLS

Access to the landfill is controlled by a six-foot high chain link fence along the west side of the landfill and a barbed-wire and/or field fence around the remainder of the site. The access gates are locked at the close of each business day. Signs indicating hours of operation, operating and permitting authorities, and directions for persons delivering waste are posted at the entrance. Additional signs are used along the site access roads and at the working face to direct traffic to the proper disposal areas. An attendant will be on duty during all periods of public access.

K.6 LOAD CHECKS

The County has a random load inspection program in accordance with F.A.C. Chapter 62.701 and inspects at least three loads per week. Drivers with loads selected for random inspection are instructed to dump their loads at a designated location near the working face but segregated from other waste. The selected load is inspected to determine if the load contains any unauthorized waste. Spot-checking also occurs at the active face. The Load Inspection Form is included as Figure K-3.

If the spotter detects a load of unauthorized waste while the hauler is still present, the waste is reloaded into the vehicle and is removed from the site. If the hauler has left the site, attempts will be made to identify the generator, hauler, or other party responsible for shipping the waste. Identified responsible parties will be contacted and asked to remove the unauthorized waste. If the generator, hauler, or other party responsible for shipping the waste cannot be identified, or if they will not remove the waste, the County will remove the waste from the landfill for proper disposal.

If any regulated hazardous wastes are identified by random load inspection, or are otherwise discovered to be improperly deposited at Lena Road Landfill, the landfill operator shall notify the FDEP, the person responsible for shipping the wastes to the landfill and the generator of the wastes, if known. The area where the wastes are deposited shall be immediately cordoned off from public access. If the generator or hauler cannot be identified, the landfill operator shall assure the cleanup, transportation, and disposal of the waste at a permitted hazardous waste management facility.

A small quantity of unauthorized waste which must be stored on-site while awaiting removal for disposal will be stored in the household hazardous waste collection area until it can be removed by contractor for proper disposal. Waste quantities too large to store in the household hazardous waste collection area, will be isolated at the landfill face with temporary berms constructed around the waste to ensure containment of any surface runoff. The area will be properly marked with signs, and temporary fencing will be used to prevent unauthorized access to the material until it can be shipped off-site for proper disposal.

Sources found or suspected to be previously responsible for shipping regulated hazardous waste will be informed of landfill requirements and referred to FDEP for hazardous waste information. Subsequent shipments from such sources will be scrutinized for unauthorized or hazardous waste. Inspection results, information, and observations resulting from each random inspection will be recorded and retained at the landfill for at least three years.

Supervisors, landfill operators, and spotters are trained to identify unauthorized wastes or potential sources of regulated hazardous wastes. This training emphasizes familiarity with containers and labels typically used for hazardous wastes and hazardous materials. Controlling types of waste received is discussed in Section K.2.e.

Figure K-3. Load Inspection Form

LOAD INSPECTION FORM

DATE: _____ TIME: _____ INSPECTOR: _____

LOCATION: _____

DRIVER NAME: _____

COMPANY NAME: _____ DECAL #: _____

TAG #: _____ TRUCK DESCRIPTION: _____

ORIGIN OF WASTE: _____

WASTE COMPOSITION: _____

NOTE QUANTITY OF THE FOLLOWING, IF APPLICABLE:

FLUORESCENT LAMPS (10 or more) _____

MERCURY CONTAINING DEVICES _____
Thermostats, Thermometers, Bilge Pumps, Manometers, Etc.

BIO-HAZARD MATERIALS FOUND _____

OTHER HAZARDOUS MATERIALS FOUND _____

TIRES, LEAD ACID BATTERIES _____

OIL BASED PAINT _____

IF YES, EXPLAIN CIRCUMSTANCES OF COLLECTION: _____

IF YES, MANAGEMENT INFORMED: Yes _____ No _____

NAME AND TITLE: _____

K.7 WASTE COMPACTION

K.7.a Waste Layer Thickness

Waste is typically dumped at the toe of the working face and is spread over the face in a maximum of two-foot lifts prior to compaction. This procedure continues throughout the day for a typical lift thickness of no more than 10-feet.

K.7.b First Waste Layer

The area to be filled has been completely covered by waste during previous permit periods. The first layer of waste placed above the leachate collection system in Stage II will be a minimum of four feet in compacted thickness and shall consist of selected wastes containing no large rigid objects that may damage the leachate collection system. Special care shall be exercised when filling around pump stations to prevent damage.

K.7.c Slopes and Lift Depths

The exterior landfill side slope is constructed at 4:1 (H:V) or slightly steeper because settlement of the side slope causes a lesser slope to result in a final slope of no more than 4:1. Any temporary slopes for such structures as storm water diversion dikes, roads, excavations, etc. are constructed with slopes no steeper than 3:1. The lift depths shall be 10-feet or less. The typical minimum top slopes to promote drainage are generally one percent within the bermed working face, and two percent on the intermediate cover areas.

K.7.d Working Face

The active face width is no greater than necessary to accommodate the peak number of disposal vehicles at one time. The wider the active face, the more cover soil is used. The County uses an active face of 150 feet in width. The working area of the active face has a slope of approximately 5 horizontal to 1 vertical. The objective for the dimensions of the active face is to maximize the volume to face surface ratio.

K.7.e Initial Cover Controls

Materials used as initial cover include street sweepings, ditch cleanings, crushed glass, and/or a tarp as an alternative daily cover (ADC), soil, soil with up to 25% fines from the yard processing area, and recovered screen material (RSM) from FDEP permitted facilities. The tarp, when used, covers the working face with a weighted tarp. Currently, 100' x 40' tarps are used to cover the working face. Initial cover is applied daily at a minimum thickness of six inches. Soil with up to 25% fines (by volume) from yard trash processing, may be used for initial cover.

K.7.f Initial Cover Applications

The tarp alternative daily cover system is the primary method of daily cover. Soil is used to supplement ADC and when conditions prohibit use of ADC. For those times when conditions

prohibit the use of ADC, initial cover will be stockpiled near the active face for use at the end of each day. Dozers used for spreading waste will spread cover soil, when used or authorized equipment for tarp cover application will be utilized to cover the exposed refuse when ADC is used.

K.7.g Intermediate Cover

An additional 12 inches of compacted cover soil (intermediate cover) is placed over six inches of initial cover, within seven days of cell completion, on areas that are not scheduled to receive wastes within 180 days. The top of the intermediate soil cover is graded at a minimum of two percent. These areas have sod to reduce erosion. Prior to placement of additional wastes in these areas, the intermediate cover is removed and stockpiled adjacent to the active face for use as initial cover.

K.7.h Final Cover Timing

Final cover is placed after the landfill is closed.

K.7.i Scavenging

Scavenging is prohibited.

K.7.j Litter Policing

Litter fences are installed near the active face to capture wind-blown litter. Manatee County contracts a temporary labor employer to police the landfill property daily to ensure that litter outside the working area is picked up within 24 hours. Litter fences are also installed along the top of the banks, parallel with interior storm water ditches to minimize litter from entering the storm water management system.

K.7.k Erosion Control

Erosion is controlled with sod and terraces. Manatee County has implemented an aggressive sod plan to protect intermediately covered side slopes from erosion. Temporary piping is used to remove runoff from the sod covered terraces. This temporary piping drains collected runoff for discharge into the perimeter storm water ditch system.

The landfill is inspected daily for signs of erosion and exposed solid waste. Erosion control measures are employed to correct any erosion which exposes waste or causes malfunction of the storm water management system. Such measures are implemented within three days of occurrence. Typically this requires replacing the eroded cover soil with clean cover soil, and covering the soil with sod, or removing debris from the storm water inlets, pipes and outlet structures. If the erosion cannot be corrected within seven days of occurrence, the landfill operator shall notify the Department and propose a correction schedule.

K.8 LEACHATE MANAGEMENT

K.8.a Leachate Level Monitoring

K.8.a.1 Leachate Collection and Removal System Overview

K.8.a.2 Stage I System

The Stage I Leachate Collection and Removal System (LCRS) as shown on Figure K-4 is a perimeter underdrain around Stage I. The underdrain is approximately 10 feet inside the perimeter slurry wall and approximately 12 feet below grade. The underdrain is an 8-inch, perforated pipe surrounded by aggregate. The pipe and aggregate are wrapped in a geotextile. Manholes and cleanouts are constructed to provide access for cleaning and repairs.

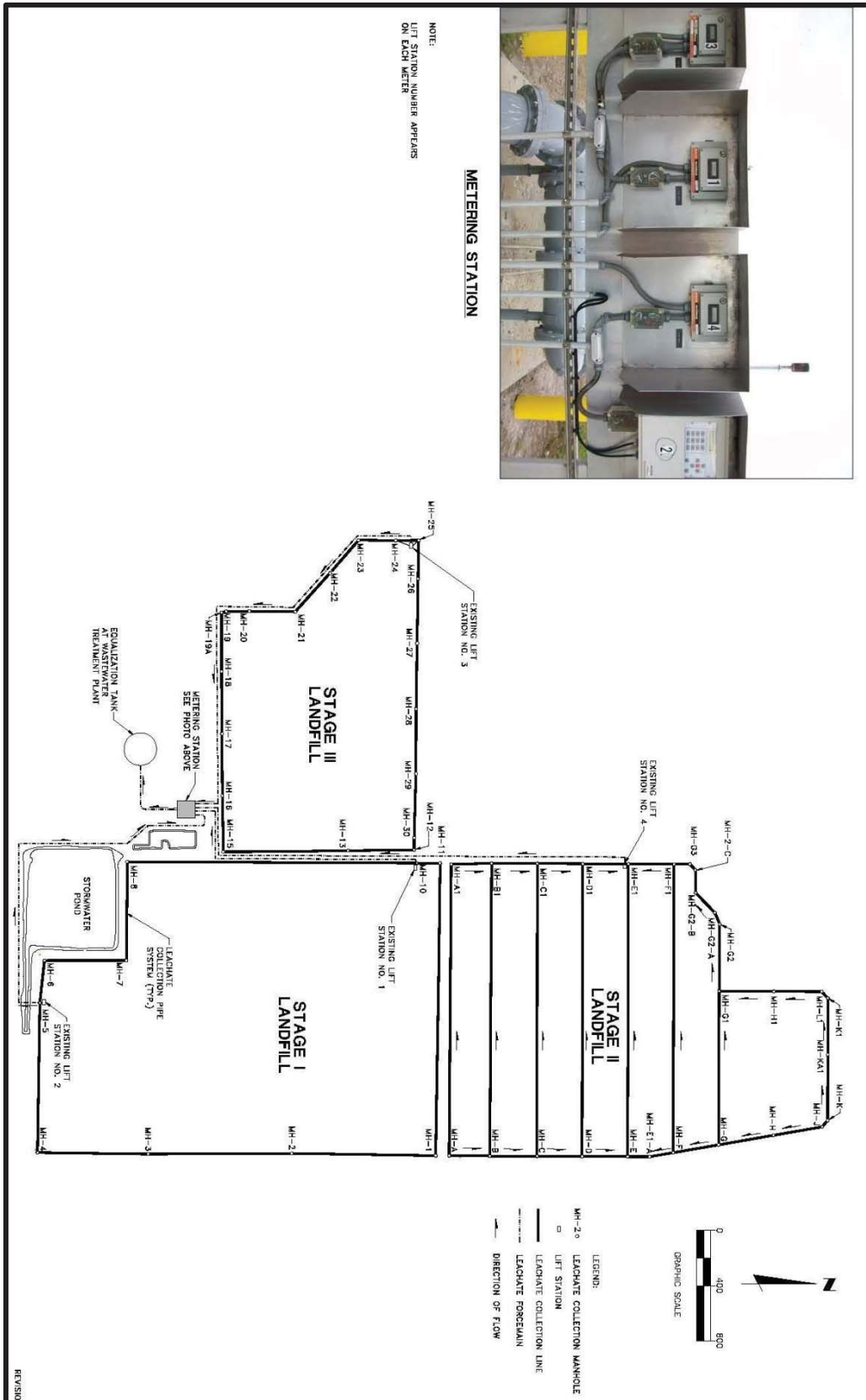
The slurry wall and underlying clay-confining unit is the containment/barrier system designed to prevent leachate movement to the outside surficial aquifer. The slurry wall and LCRS is the FDEP-approved method designed and constructed to minimize impacts, due to landfill operations, to the surrounding environment. The slurry wall is keyed into the underlying natural clay unit. The depth of the slurry wall varies, depending on depth to the clay unit.

Two lift stations are used to pump collected leachate to the wastewater treatment plant (WWTP). Lift Station No. 1 is located in the northwest corner of Stage I. Lift Station No. 2 is located at the southeast corner. Collected leachate enters the underdrain system and gravity flows back to either lift station. Both lift stations operate in the similar manner. Two submersible pumps pump collected leachate from the lift station. The first pump is activated when the low-level float senses leachate entering the lift station. The pump will operate until the float sensor deactivates. If leachate enters the lift station at a faster rate than the first pump can draw it down, the high-level float will activate the second pump to turn on. Upon deactivation of the high-level float, the second pump will shut off. Lift stations can operate in the hand or automatic setting. Both lift stations are set to operate in the automatic mode. Both pumps are 10HP 230/60 1735 RPM. From the lift stations, leachate is pumped through a 6-inch pipe to the adjacent WWTP storage tank. The flow in each forcemain will be individually metered. After the meters, the individual forcemains will be manifolded into a single 12-inch forcemain and connected to the waste treatment plant piping.

K.8.a.3 Stage II

The Stage II LCRS has a perimeter leachate collection trench and an underdrain to collect leachate which flows to Lift Station (Pump Station) 4. The location for the leachate collection system and pump station is shown on Figure K-4 and on the Fill Sequence Plan drawings. The slurry wall is keyed into the underlying clay unit to prevent movement of leachate to the outside surficial aquifer. Unlike Stages I and III, Stage II has collection laterals which run the entire width of Stage II, spaced on 200 foot centers. However, until refuse is buried in Stage II, no leachate is produced so the inward gradient requirement around Stage II is not required or maintained. Ground water and rain water collected in the underdrain system is pumped into the Stage II perimeter storm water ditch. When solid waste is placed in Stage II, the pump station will pump the leachate to the wastewater treatment plant.

Figure K-4. Leachate Collection System Plan



K.8.a.4 Stage III

The Stage III LCRS is similar in design to Stage I and Stage II LCRS. The underdrain runs along the north, south, east, and west sides of Stage III, approximately 10 feet inside the slurry wall. The slurry wall ties into the west side of the Stage I slurry wall. The alignment of the slurry wall defines the footprint for Stage III. Leachate entering the underdrain gravity flows back to the lift station. One lift station, Lift Station 3, is located in the northwest corner of Stage III. Collected leachate is pumped to the WWTP. The lift station is similar in design and operation to the lift stations described for Stage I. Storm water runoff from Stage III drains from the surface through a sand trench into an underdrain. This runoff adds significantly to the total volume of leachate produced from Stage III. When above grade filling begins, top slopes will be graded to drain storm water to the perimeter storm water ditches.

K.8.a.5 Operational Performance Objectives

It is the County's intent to maintain an inward gradient by collection and removal of leachate, with subsequent discharge to the WWTP. Staff will evaluate the following conditions in an effort to maintain water levels lower inside the slurry wall compared to levels outside the slurry wall, or to recover the inward gradient within thirty days.

- Water Levels
- WWTP Availability
- Pumping Rates
- Seasonal Variations
- Unexpected or Scheduled Downtime

K.8.a.6 Compliance Monitoring and Evaluation

Monitoring Reports

Figure K-5A is the typical Water Balance Report format used for the Lena Road Landfill. This report is used to quantify the volume of leachate generated on a daily and per month basis from Stages I and III and for when the Stage II Landfill becomes the active landfill.

Additional information includes:

- The volume of leachate pumped to the WWTP
- The volume of leachate pumped from Stages I and III
- Rainfall in gallons and inches

The content and format of the report are approved by the FDEP. Figure K-6A (will be used when the Stage II Landfill is active) is a typical Monthly Leachate Summary Report. This report is used to summarize the following information:

- Total leachate
- Total rainfall
- Total leachate treated by the WWTP

Figure K-5A. Monthly Water Balance Report

MANATEE COUNTY SOLID WASTE MANAGEMENT FACILITY
 LENA ROAD LANDFILL
 MONTHLY WATER BALANCE REPORT
APRIL, 2010

A	B	C	D	E	F	G	H	
DATE	LEACHATE STAGE I Lift Station 1 (gallons)	LEACHATE STAGE I Lift Station 2 (gallons)	LEACHATE STAGE I TOTAL (gallons)	LEACHATE STAGE II TOTAL (gallons)	LEACHATE STAGE III TOTAL (gallons)	TOTAL LEACHATE PUMPED (gallons)	RAINFALL (inches)	RAINFALL (gallons)
01-Apr-10								
02-Apr-10								
03-Apr-10								
04-Apr-10								
05-Apr-10								
06-Apr-10								
07-Apr-10								
08-Apr-10								
09-Apr-10								
10-Apr-10								
11-Apr-10								
12-Apr-10								
13-Apr-10								
14-Apr-10								
15-Apr-10								
16-Apr-10								
17-Apr-10								
18-Apr-10								
19-Apr-10								
20-Apr-10								
21-Apr-10								
22-Apr-10								
23-Apr-10								
24-Apr-10								
25-Apr-10								
26-Apr-10								
27-Apr-10								
28-Apr-10								
29-Apr-10								
30-Apr-10								
01-May-10								
TOTAL	0	0	0	0	0	0	0.00	0
Leachate Pumped as Percentage of Rainfall			#DIV/0!		#DIV/0!			

Column Notes:

- A - Date of reading.
- B - Leachate pumped (gallons) from Stage I by lift station 1.
- C - Leachate pumped (gallons) from Stage I by lift station 2.
- D - Total Stage I leachate pumpage (B+C).
- E - Leachate pumped (gallons) from Stage III.
- F - Total leachate pumped to WWTP storage tank (D+E).
- G - Rainfall (inches) recorded on this date.
- H - Rainfall (gallons) calculated based on open area (G x Area x 27,156 gal/acre-in).

	Stage I (acres)	Stage III (acres)	TOTAL (acres)
Initial Cover	--	66.0	66.0
Intermediate Cover	102.0	--	102.0
Closed	30.0	--	30.0
TOTAL	132.0	66.0	198.0
Open Area	102.0	66.0	168.0

Comments

0/2015 - 2:53 PM

"0" = no data recorded

Figure K-5A.xls;jlm/PBS

Figure K-6A. Monthly Leachate Tracking Summary

**MANATEE COUNTY SOLID WASTE MANAGEMENT FACILITY
 LENA ROAD LANDFILL
 MONTHLY LEACHATE TRACKING SUMMARY -- _____ Year**

	B		C	D	E	F	G	H
MONTH	STAGE I LEACHATE (gallons)	STAGE II LEACHATE (gallons)	STAGE III LEACHATE (gallons)	TOTAL LEACHATE (gallons)	RAINFALL (inches)	RAINFALL (gallons)	STAGE I LEACHATE/ RAINFALL (%)	STAGE III LEACHATE /RAINFALL (%)
JANUARY								
FEBRUARY								
MARCH								
APRIL								
MAY								
JUNE								
JULY								
AUGUST								
SEPTEMBER								
OCTOBER								
NOVEMBER								
DECEMBER								
TOTAL	0		0	0	0.00	0	#DIV/0!	#DIV/0!

Notes:

1. (B) Total leachate pumped from Stage I.
2. (C) Total leachate pumped from Stage III.
3. (D) Total leachate (Column B+C) pumped to the WWTP storage tank.
4. (E) Total rainfall in inches.
5. (F) Total rainfall in gallons (Stage I and III Open Area of 168-acres x Rainfall)
6. (G) Stage I leachate pumped as a percentage of rainfall.
7. (H) Stage III leachate pumped as a percentage of rainfall.

Landfill Stage Land Areas

	Stage I (acres)	Stage III (acres)	TOTAL (acres)
Initial Cover	--	66.0	66.0
Intermediate Cov.	102.0	--	102.0
Closed	30.0	--	30.0
TOTAL	132.0	66.0	198.0
Open Area	102.0	66.0	168.0

Figure K-7A is a typical Ground Water Gradient Monitoring Report. Twenty-five ground water monitoring wells are installed around the perimeter of the landfill, outside the slurry wall to monitor the shallow aquifer. Twenty-five piezometers are installed around the perimeter of the landfill inside the slurry wall to measure depth to ground water of the shallow aquifer only. No ground water samples are collected from the piezometers. This report presents ground water elevations recorded at selected monitoring wells and compares them to the ground water elevations recorded at the piezometers. These locations are shown on Figure 1 in Attachment L-1, the Water Quality Monitoring Plan. The monitoring wells are located outside the slurry wall. The piezometers are located inside the slurry wall. An inward gradient is maintained when water elevations outside the slurry wall are higher than elevations recorded inside the slurry wall.

Figure K-7A. Monthly Groundwater Gradient Report
Month and Year:

Piezometers Inside Slurry Wall				Groundwater Monitoring Wells Outside Slurry Wall		
Piezometer	Riser Elevation	Leachate Elevation	Gradient Flow	Monitoring Well	Riser Elevation	Groundwater Elevation
P-3	40.36		outward	GW-3	39.40	
P-4	40.78		outward	GW-4	40.53	
P-5	40.73		outward	GW-5	39.90	
P-6	40.74		outward	GW-6	38.95	
P-7	40.60		outward	GW-7	39.49	
P-8	40.21		outward	GW-8	39.75	
P-9	39.97		outward	GW-9	39.65	
P-10	39.86		outward	GW-10	38.34	
P-11	40.52		outward	GW-11	38.26	
P-12	43.28		outward	GW-12	42.09	
P-13	44.78		outward	GW-13	44.79	
P-14	45.09		outward	GW-14	39.63	
P-15	45.57		outward	GW-15	42.33	
P-16	44.67		outward	GW-16	44.41	
P-17	44.28		outward	GW-17	42.19	
P-18	43.16		outward	GW-18	41.76	
P-19	42.91		outward	GW-19	41.20	
P-20	42.54		outward	GW-20	41.00	
P-21	42.23		outward	GW-21	40.94	
P-22	42.06		outward	GW-22	41.53	
P-23	42.08		outward	GW-23	40.91	
P-24	42.03		outward	GW-24	41.37	
P-25	42.16		outward	GW-25	41.11	
P-26	42.50		outward	GW-26	41.44	
P-27R	42.73		outward	GW-27R	40.90	

K.8.b Operation and Maintenance of Leachate Collection System

Quantities from Lift Station Nos. 1, 2 and 3 are recorded and submitted to FDEP on a monthly basis using the forms on Figures K-5A and K-6A. When the Stage II Landfill becomes active, Pump Station 4 will be included. Flow rates are checked and confirmed semi-annually and kept at the Lena Road Landfill. If a failure in the underdrain system is suspected, the system is videoed. Every five years, or if a problem is suspected, the underdrain is cleaned by hydro jetting. Manholes are visually inspected on a monthly basis. When necessary, the manholes are cleaned to promote drainage towards the lift station.

K.8.c Leachate as Hazardous Waste

Based on years of analysis, leachate from the landfill is not a hazardous waste. If at any time the leachate is determined to be hazardous, it will be managed in accordance with Rule 62-730, F.A.C. If the leachate analysis indicates a contaminate listed in 40 CFR Part 261.24 exceeds the regulatory level, a monthly sampling of leachate will begin and FDEP notified. If in any three consecutive months no listed contaminant is found to exceed the regulatory limit, the monthly sampling will be discontinued and the routine sampling schedule implemented.

K.8.d Off-Site Discharge Agreements

All collected leachate is pumped to an equalization tank at the WWTP for treatment and disposal. Due to the common ownership of the landfill and the WWTP, the Utilities Department Director has issued a letter stating leachate will be accepted at this facility or at another off-site treatment plant as required.

K.8.e Leachate Management Contingency Plan

In the event of short duration system failure, the landfill can store leachate. The County intends to maintain a one-foot inward gradient across the slurry wall so leachate would have to rise a foot before the facility was out of compliance with the permit condition to maintain an inward gradient. In the event of an extended power outage at the landfill (i.e., more than 7 days), the County will rent a portable generator to provide power to the lift stations.

Any treatment plant operational or power problems will be addressed by the treatment plant as a part of its permitting procedures. Generators are available to provide emergency power at the treatment plant.

Leachate will be trucked to the County's Southwest Treatment Plant or North Wastewater Treatment Plant, if necessary.

K.8.f Leachate Generation Recording

Leachate generation records are reported on the forms in Figures K-6A and K-7A.

K.8.g Precipitation/Leachate Comparison

Precipitation is compared to leachate collected using the form in Figures K-6A and K-7A.

K.8.h Procedures for Water Pressure Cleaning or Video Inspecting Leachate Collection System

Every five years, or if a problem is suspected, the leachate collection pipes are pressure cleaned.

Video inspection is not used unless there is a suspected problem or blockage.

K.9 GAS MONITORING

Gas monitoring is performed on a monthly and quarterly basis by a qualified solid waste engineer or consultant. The gas monitoring at the site is divided into three separate tasks: Quarterly monitoring of the gas well and points; quarterly monitoring of surface emissions on the closed portions of the landfill; and monthly monitoring of the landfill gas extraction system. Each task will be discussed in detail below.

K.9.a Gas Well and Point Monitoring

On a quarterly basis, the solid waste engineer monitors landfill gas emissions at eleven gas wells located on the site as shown on Figure K-8. The gas monitoring wells are located along the perimeter of the landfill, and are constructed of 1¼ to 2-inch diameter PVC, encased in locking aluminum stand-boxes.

The monitoring is performed using the CES Landtec Gas Extraction Monitor Model 2000 (GEM 2000). According to Chapter 62-701.530(1) of the Florida Administrative Code, methane gas levels are required to be less than the maximum level of 25% of the Lower Explosive Limit (LEL) for the interior of structures (gas points) and less than 100% of the LEL for points at or beyond the landfill property boundary.

The gas well samples are collected by removing the PVC cap of the well and inserting the intake tube of the GEM 2000 into the casing, or attaching it to the sampling port on the top of the well cap. The sample points are monitored by walking the area of interest while exposing the GEM 2000 intake tube to the atmosphere. The monitoring event typically takes one workday. The results are reported using a typical form as shown on Figure K-9.

Figure K-8. Landfill Gas Migration Monitoring Locations

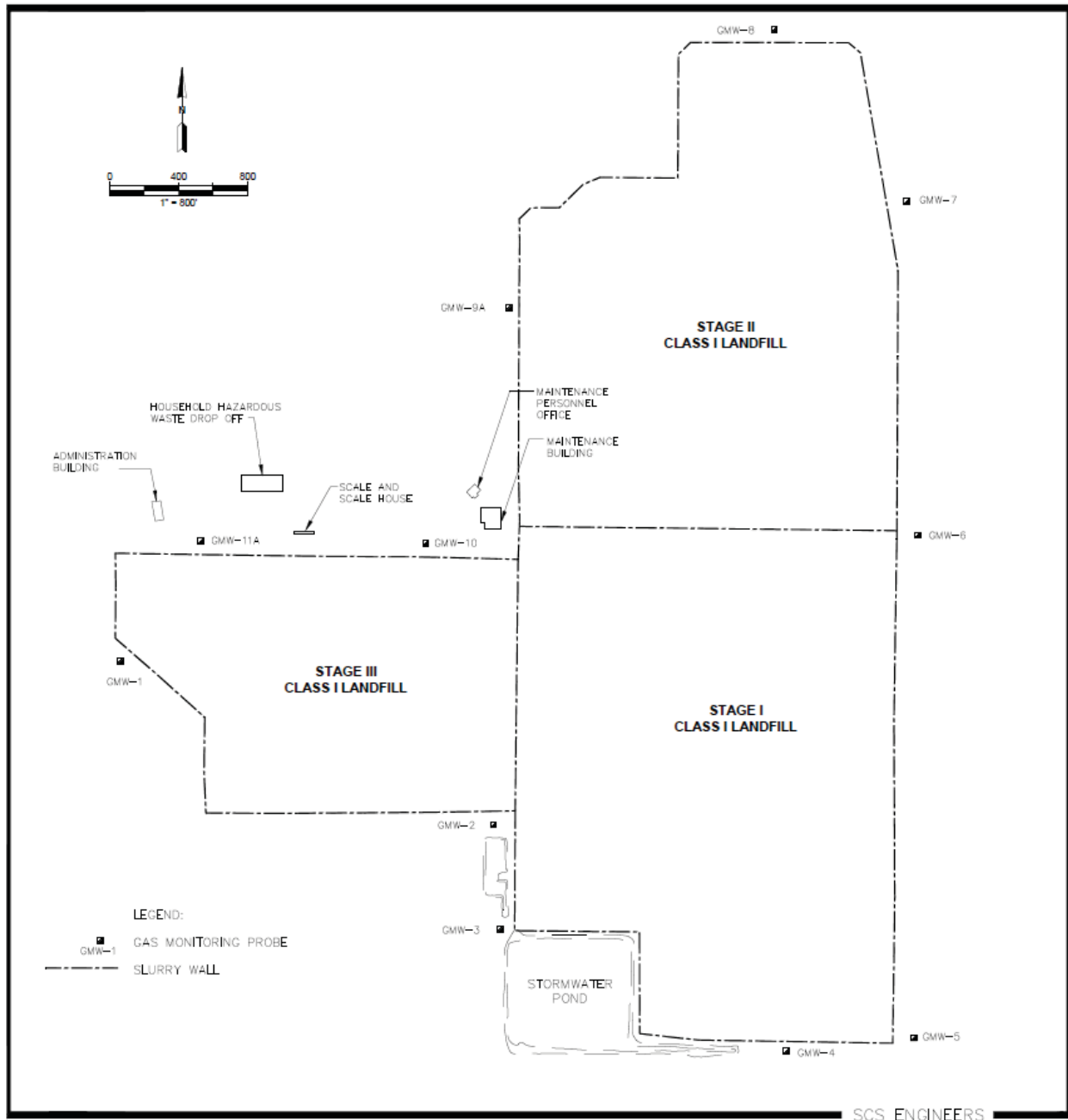


Figure K-9. Gas Monitoring Report

**MANATEE COUNTY LENA ROAD LANDFILL
GAS MONITORING REPORT**

METHANE GAS READINGS

Date of Readings: _____

Gas Well	Reading % LEL	NOTES
Well 1	0.0	
Well 2	0.0	
Well 3	0.0	
Well 4	0.0	
Well 5	0.0	
Well 6	0.0	
Well 7	0.0	
Well 8	0.0	
Well 9A	0.0	
Well 10	0.0	
Well 11A	0.0	

K.9.b Surface Emission Monitoring

The solid waste engineer performs surface-emission monitoring event on a quarterly basis on the Stage I and III Landfills in compliance with Section 60.753 of the Title V Permit No. 0810055-004-AV. Quarterly monitoring will begin at the Stage II Landfill five years after solid waste is placed in the Stage II Landfill. During this event, the solid waste engineer performs surface gas sampling with Thermo Environmental Instruments Model 680 Hydrocarbon Vapormeter (HVM). The monitoring path followed the same grid system as in previous events as approved for the permit. The sensor of the HVM was maintained at approximately 5 centimeters above the Landfill surface during monitoring. The perimeter of the Landfill was checked. All landfill penetrations for gas wells, pipes, etc., areas with distressed vegetation and cracks in the soil cover were also checked for landfill gas emissions.

Locations at which a methane concentration of 500 parts per million (ppm) or greater as observed will be noted on a site map and the appropriate changes to the landfill gas system will be made. The location of interest should be rechecked within a week to verify that the problem has been rectified. This event takes approximately one day to perform. However, depending on the number of locations (if any) that are observed to be in violation, additional monitoring time may be necessary.

K.9.c Landfill Gas Extraction System Monitoring

The solid waste engineer performs monthly monitoring of the landfill gas extraction system. There are currently 231 wells and 15 sample points in the system. The sample points include locations in the extraction system pipes leading into the flare and a point at the flare itself. The gas composition, static pressure, differential pressure, flow and temperatures at each of the well locations and points are recorded using the GEM 2000. The flare temperature and total gas flow at the flare reported by the flare computer are recorded by hand. In order to minimize the amount of air pulled into the system, it may be necessary to close some of the extraction wells. As a result, not all of the wells will be sampled on a monthly basis.

The data recorded using the GEM 2000 is reported in tabular form on a monthly basis. A sample data table is shown on Figure K-10. The table indicates which wells or point locations that are not in compliance with the landfill's Title V Air Operation Permit. Compliance at a gas well or point is achieved when the concentration of oxygen is less than 5%, the concentration of nitrogen or balance gas is less than 20%, the static pressure is less than 0 inches of water (i.e., the well is under vacuum) and the temperature is less than 131° F. Shaded boxes on the data table indicate out-of-compliance parameters.

When wells are encountered with out-of-compliance parameters, changes can be made to the valve setting that may improve or eliminate the problem. If the gas composition indicates high levels of oxygen or nitrogen in the gas, the valve should be turned down. This would lower the flow at the well and lessen the amount of air that may be drawn into the system. If the static pressure at the well is positive, then the valve setting should be turned up, effectively increasing the flow at the well. The valve settings should be adjusted in small increments in order to decrease the possibility of improving gas composition while causing the pressure to become positive, or vice versa.

This task typically takes between two and three days to perform, depending on the number of valve setting adjustments. A site map displaying the locations of the landfill gas collection wells is included as Attachment K-1.

K.10 STORM WATER MANAGEMENT

K.10.a Introduction

The purpose of this Storm Water Management Plan (SWMP) is to describe the system, operation and maintenance of the Storm Water Management System (SWMS) for the Lena Road Landfill.

The Manatee County Lena Road Landfill is located in Bradenton Florida on approximately 1,200 acres owned by Manatee County. 316 acres are designated for landfill. The rest of the property is used for wetlands mitigation, buffer, administration facilities, storm water management and the Manatee County regional wastewater treatment plant.

The Lena Road Landfill is divided into three stages which are listed below with the acreage and status for each stage:

- Stage I – 131 acres – filled and inactive
- Stage II – 110 acres – partly filled and active
- Stage III – 75 acres – partly filled and inactive

Figure K-11 is a site map of the Lena Road Landfill Storm Water Management System. The map shows the landfill stages, storm water swales, storm water pond and outfall structures. The landfill waste areas have a storm water drainage system. The details for the drainage system on the Stage I, II and III Landfills are shown on the Fill Sequence Plan drawings.

K.10.b Storm Water Management System overview

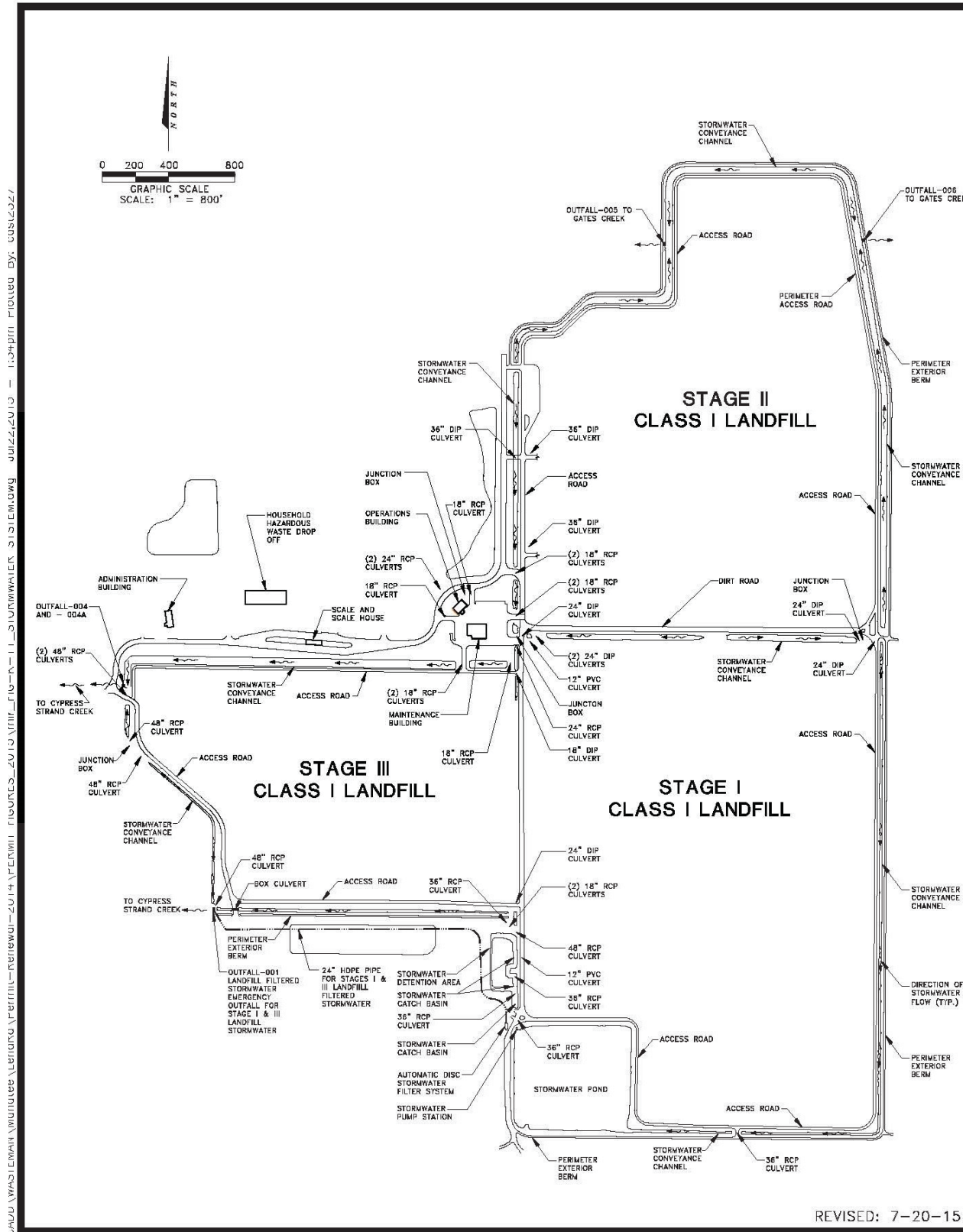
The purpose of the storm water management system is to collect clean storm water run-off from the landfill in terrace swales located on the landfill side slopes and convey the storm water to the detention areas for treatment and disposal to Cypress Strand Creek or Gates Creek. Any storm water that comes in contact with solid waste or is contaminated by leachate makes the storm water leachate, and requires discharge of the storm water to the leachate collection system for treatment at the wastewater treatment plant.

There are four permits that relate to storm water.

1. Environmental Resource Standard General Permit #41-0224996 and #41-0177559

Permit 41-0224996 was issued on February 25, 2005 and remains in the operational phase. There are 26 specific conditions. The most important specific conditions are:

Figure K-11. Site Map Lean Road Landfill



20. For retention and dry detention ponds only: The retention and/or dry detention pond is intended to become dry within 72 hours after a rainfall event. A system that is regularly wet will be considered as not in compliance with this permit and possible modification to the system may be required.

24. The Operation and Maintenance Facility shall submit inspection reports in the form required by the Department, FDEP Form #62-343.900(6), Inspection Certification, for effluent filtration or exfiltration: 18 months after operation is authorized and every 19 months thereafter.

Permit 41-0177559 was recently modified to allow for construction of modifications to the Stage II area storm water management system. Upon completion of construction this permit will remain in the operational phase.

2. NPDES Multi-Sector Generic Permit (MSGP)

This permit was effective December 22, 2013 with an expiration date of December 21, 2018. The facility ID is FLR05F797-003. The requirements for this permit are included in the “Storm Water Pollution Prevention Plan for the Lena Road Landfill” which is periodically updated, with the most recent update dated January 21, 2015.

3. Lean Road Class I Landfill Operation Permit #39884-021-SO/01

This permit was issued March 24, 2016 with an expiration date of March 24, 2036. Specific Condition 9 of the permit describes the surface water sampling requirement.

K.10.b.1 Stage I System

The Stage I storm water perimeter swale was created by constructing two berms. The inner berm, called the landfill berm, is constructed around the area filled with solid waste, and the outer berm, called the storm water berm, was constructed around the inner berm to hold storm water runoff from the landfill in the swale until the storm water could be filtered and discharge to Cypress Strand. The storm water swale drains to an 8 acre, 40 acre-feet storm water detention pond. The pond is located at the southwest corner of the Stage I Landfill. Storm water enters the perimeter swale via direct rainfall, sheet flow down the outside slopes of the landfill, and from storm water discharge structures. Storm water collected in terrace swales on the landfill is diverted to inlets on the terrace swales which are connected to storm water pipes. The storm water pipes discharge storm water at the bottom of the landfill into the perimeter swale through the discharge structures. The Stage I system consists of a channel-wet pond detention system with in-line turbo disk sand effluent filtration system. The filter system was manufactured by Miller Leaman and consists of two skid units (Model 2SV) with 22 pods on each unit with a capacity of 500 gallons per minute, or 1000 gallons per minute total. The channel-wet pond detention system is designed to provide for the first one inch of runoff over the 154-acre contributing project area. The water quality treatment volume for Stage I is 558,875 cubic feet (12.83 ac-ft), and the system provides for 975,105 cubic feet (22.39 ac-ft). Two pumps located at the northwest corner of the pond provide the treatment volume for the wet pond in Stage I. The water quality treatment is provided between the lead pump (elevation 32.77 feet) and the all

pumps off elevation of 30.77 feet. The pumps discharge through a 12” ductile iron pipe to parallel filtration system. The treated water leaves the filtration system through a 12” HDPE pipe to a junction manhole. A 24” HDPE pipe leaves the manhole and discharges via a mitered end section in the southwest corner of Stage III, to the Outfall 001/Cypress Strand. Attenuation for the 100-year/24 hour storm event is provided by a weir housed in the pump station. When the water in the pond reaches elevation 34.3 feet, the water will discharge through the 24-inch HDPE pipe that is connected to the junction manhole.

K.10.b.2 Stage II System

The Stage II storm water management system is independent of Stages I and III. The system consists of a perimeter swale constructed with under drains and drop inlets for the discharge of storm water from the swale. Emergency Outfall Weirs 005 and 006 discharge storm water from the Stage II storm water swale to Gates Creek. The storm water swale was created by constructing two berms. The inner berm, called the landfill berm, is constructed around the area designated to be filled with solid waste, and the outer berm, called the storm water berm, was constructed around the inner berm to hold storm water runoff from the landfill in the swale until the storm water could be filter by the under drain and discharged to Gates Creek.

Runoff from Stage II areas that have not been developed for waste disposal is directed into the perimeter swale. The Stage II area is graded to allow runoff until new fill sequences are built and filled with solid waste. If the storm water does not run off or evaporate fast enough, Manatee County pumps the storm water over the landfill berm into the storm water swale. Storm water entering the storm water swale due to direct rainfall, run off or from pumping accumulated storm water inside the Stage II landfill, is filter through the under drain system and discharged to Gates Creek.

All rainfall that falls within waste disposal areas will be contained and treated as leachate and pumped to the wastewater plant for treatment and disposal. As with the Stage I and III Landfills, as the fill increases in height, the outer slopes that are covered with intermediate soil cover will be drained to the perimeter storm water swale. Storm water that comes in contact with solid waste will be treated as leachate. Other areas of Stage II will be allowed to drain storm water runoff to the storm water management system. Details of the filling sequence and storm water drainage are shown on the Fill Sequence Plans included in Appendix B to the permit application package.

K.10.b.3 Stage III System

The Stage III system consists of a perimeter channel-pond dry detention with effluent filtration system, which will receive runoff from 74 acres of project area. The pond is designed to provide for the first one-half inch of runoff over the contributing area. The water quality treatment volume required for Stage III is 134,310 cubic feet (3.08 ac-ft) and the system provides for 146,573 cubic feet (3.36 ac-ft). The water quality treatment is provided between the pond bottom (elevation 31.0 feet) and the weir elevation of 32.4 feet. The water will drain through an under drain located in the northwest corner of Stage III and will recover in 72 hours. Attenuation for the 100-year, 24 hour storm event is provided by three outfall structures, D-001, D-004 and D-004A. D-001 consists of two identical modified FDOT Type “E” inlets. Two sides of the inlets

have weirs set at elevation 32.4 feet and the front of the structure has a weir set at elevation 33.4 feet. The inlets discharge through two 42" RCPs to a double mitered end section at the southwest corner of Stage III. Outfall D-004 consists of two FDOT Type "E" inlets in the northwest corner of Stage III and has the same weir set up as Outfall D-001. The inlets discharge through two 27" x 42" HERCP to Outfall D-004. Outfall D-004A is an existing inlet structure with the gate constructed at elevation 35.5. D-004A discharges through a 24" RCP to Outfall D-004. The existing storm water pond in the southeast corner of Stage III was excavated to elevation 31.0 feet. The top of bank was constructed to elevation 41.0 feet. The weir at the east end of the southern east-west ditch (southeast corner of Stage III) was modified and the top of the bank constructed to elevation 40.0 feet to disconnect Stage I and Stage III storm water. Forty-five linear feet of 54" inch RCP at the southwest corner of Stage III connects the north and west ditch to the south ditch.

K.10.c Maintenance Plan

This maintenance plan applies to the storm water management system for the Stage I, II and III Landfills. The storm water management system consists of a series of swales, inlets and pipes that divert storm water from the non-working areas of the landfill to the storm water pond. The swales discharge into pipes and/or other swales, or directly into the storm water pond. Runoff from the detention pond ultimately discharges into the Cypress Strand Creek or the Gates Creek via the on-site wetlands.

Storm water perimeter ditches and the filter facility are inspected daily for sediment, wash outs, litter, vegetation and non-performance. In the event of a side-slope wash out, the slope is repaired within 3 working days. Litter fences are installed along the top bank of each swale around the active landfill to minimize litter. Excessive vegetation is removed from the swale system and storm water pond. Sediment is removed from the swale and hauled to the working face.

Storm water runoff from the areas that have at least a 6-inch compacted soil cover (free of waste) over the waste materials can be directed to flow into the storm water management system. Storm water runoff that has been in contact with waste materials is classified as leachate and cannot be diverted into the storm water management system. Storm water runoff from the upper portion of the landfill travels via sheet flow into collection terraces located along the side slopes of the landfill. Storm water runoff flows within the collection terraces and is conveyed, via storm water structures, and as shown on the Fill Sequence Drawings, down the landfill and into swales that are located along the perimeter of the landfill. The perimeter swales convey storm water runoff to a storm water management pond. Storm water runoff collected in the pond is allowed to percolate. As the water in the pond rises, it is pumped to the automatic disc filter system.

The following procedures have been implemented at the landfill to minimize maintenance requirements and to ensure efficient performance of the storm water system operation:

- No excavated cover material is stockpiled in such a manner as to direct sediment-laden runoff outside the project site property limits or into any adjacent storm water collection facility.

- All drainage ditches are inspected periodically for erosion and reshaped and re-sodded as required.
- Erosion and siltation control devices are cleaned and repaired when clogged or damaged.
- Temporary erosion control features such as silt fencing or hay bales are removed after installation of permanent erosion controls have been completed and any permanent erosion control features damaged by such removal are repaired.
- After vegetation has been established, all swales, channels, and detention ponds are mowed regularly; minimum-mowing frequency is once per year.
- The plant types in the littoral zone are checked periodically and any intruding vegetation is removed if required.
- Drainage sumps are cleaned out at least once per year and the storm sewer lines checked for plugging.
- The area in front of the control structure is checked at least quarterly to remove any excess plants or debris that could cause the structure to plug.

K.11 EQUIPMENT/OPERATION FEATURES

K.11.a Sufficient Equipment

The County has sufficient equipment to provide flexible landfill operations. Attachment K-3 provides a list of the current landfill heavy equipment for daily operations.

All landfill equipment that will be in operation on that day is serviced with special attention to any maintenance or minor repair needs. If the repair work required is more than minor in nature, it is sent to the landfill garage. The equipment is primarily serviced by Manatee County Fleet Services that operates a repair center at the Landfill Facility.

The following procedures are used in fueling equipment each day:

1. Check the following fluids to ensure they are at the manufacturer's recommended level:
 - Pivot shaft oil
 - Engine oil
 - Hydraulic oil
 - Fuel
 - Transmission oil
 - Radiator water
 - Battery water level
2. Check and clean the following filters:

- Air clean
 - Interior/exterior air conditioner filters
3. Pressure wash with water and/or air:
 - Radiator core
 - Transmission oil coolers
 - Hydraulic oil coolers
 4. Clean all air intake openings such as door panels, steps, hood, and air-breather intake.
 5. Visually check for water, fuel and oil leaks in the final drive, radiator hoses, hydraulic hoses, fuel lines, injector pumps, fuel filters, etc.
 6. Check tire inflation and/or track adjustment, chain tension and alignment on scrapers.
 7. Grease all fittings at recommended intervals.
 8. Complete the Daily Equipment Maintenance Report.

Fuel for the landfill equipment is pumped from a fuel tank, located as shown on Figure 5. The tank is an above ground, double walled, steel tank with a total capacity of 20,000 gallons, and is split into two compartments. One 5,000-gallon compartment is for gasoline, and a 15,000-gallon compartment for diesel fuel. The tank is on a concrete slab, and protected by bollards. The tank is inspected weekly. Fuel and fluids (engine oil, transmission oil, hydraulic oil, or radiator fluid) are added to the equipment in the maintenance building as needed. If repairs on the equipment are necessary, the equipment is sent to the County's central maintenance shop, located off-site, or to the dealer's authorized maintenance facility.

K.11.b Reserve Equipment

Attachment K-3 indicates the County possesses sufficient equipment to operate the landfill. In the event the dozer is out of service, the compactors can be used to spread refuse over the active face. In addition, the County can rent backup equipment from its approved Bid List or from County sources within 24 hours if necessary.

K.11.c Communication Equipment

All equipment operators and traffic controllers are equipped with hand-held radios. This radio transmission service links the field personnel to the office and management. Telephones are available in the office, maintenance garage and Scalehouse.

K.11.d Dust Control

Internal access roads are sprayed with water to control dust. Vegetation on filled areas assists in controlling dust from this area.

K.11.e Fire Protection

Further details regarding the fire protection can be found in Section K.2.b.

K.11.f Litter Control Devices

See Section K.7.j.

K.11.g Signs

Signs are used around the site to direct traffic to the active face, white goods area, tire area, lead-acid battery drop-off, clean debris, yard waste, mulch site, speed limits, disposal rates and hours of operation, and prohibitions.

K.11.h Shelter/Sanitation/First Aid Features

Shelter and sanitation facilities for the landfill staff are provided at the scale house and landfill office. First aid kits are provided in the cab of all heavy equipment vehicles.

First aid kits are located in the Landfill Administration Office and are maintained and inspected regularly. The kits will contain, at a minimum, the following:

sterile gauze pads	band aids (regular and non-stick)	eye wash
rolls of gauze bandage	adhesive tape	
bandage scissors	peroxide	
roll of sterile cotton gauze	safety pins	
tweezers	rubbing alcohol	
CPR mouth barrier	gloves	

In the case of accidental poisoning:

Step 1: Carefully remove poison from contact with person.

Eyes: Flush with lukewarm water, NOT HOT WATER, in a gentle stream for 10-15 minutes with eyelids open. Pour water from a container held 2-4 inches above the eye. **DO NOT RUB THE EYES.**

Skin: REMOVE any clothing that has come in contact with the poison. Flush poison off with large amounts of water poured from a container held 2-4 inches above the affected skin area for 10-15 minutes.

Mouth: REMOVE any poison from the mouth. Rinse the mouth out with water. If unable to rinse, gently rub out mouth with a clean cloth. Check mouth for any burns, cuts, unusual coloring, swelling or irritations.

Lungs: Get to fresh air as soon as possible. Loosen clothing if exposed to gases or fumes. Initiate mouth-to-mouth resuscitation if necessary.

Step 2: Give water when potential poisons have been swallowed. DO NOT give water if the person is unconscious, having convulsions or cannot swallow.

Step 3: **NEVER** make the person vomit **unless** the poison center or a physician directs you to do so.

Step 4: **KEEP CALM. DO NOT DELAY IN SEEKING HELP!**

K.12 ALL-WEATHER ACCESS ROADS

The main haul road in the landfill is paved. Vehicles leaving the main haul road in route to the working face travel across an interior road. The interior road base is constructed of construction and demolition (C&D) material and covered with a sand-shell mixture. The road is routinely maintained to provide waste hauler access to the work face. As discussed in K.2.b, during severe wet weather, small vehicles are directed to the wet weather disposal area for tipping.

K.13 ADDITIONAL RECORD KEEPING

Required landfill records are reported to the Department on a monthly, quarterly, semi-annually, annual, biennial basis. All records are maintained at the landfill for a minimum of ten years or for the design period as specified below. The design period is projected to end in the year 2071 (unless long-term care is decreased).

K.13.a Permit Application Development

All reports used to develop permit applications and operation records will be maintained for the design period. Records such as geotechnical investigations, foundation analyses, demonstration reports, and previous permits and regulations are examples of records to be maintained.

K.13.b Monitoring Records

All water quality, gas, and leachate monitoring records are required to be maintained for at least ten years.

In accordance with various Environmental Protection Agency (EPA), Southwest Florida Water Management District (SWFWMD), and the Florida Department of Environmental Protection (FDEP) rules, regulations and permits, the Landfill must conduct various field monitoring /maintenance activities and submit reports on a scheduled basis. The following information is intended as an overview of required activities and reports and is also addressed in individual subsections regarding the activity or program.

K.13.b.1 Groundwater

The County contracted laboratory inspects and samples one background monitoring well, BGW-1 and 25 groundwater monitoring wells, which includes 15 wells (GW-3 through GW-17) for the Stage I and III Landfills, and 10 wells (GW-18 through GW-27R) for Stage II Landfill. The results are submitted semi-annually to the Department.

A review of the analyses, comparisons of the data, and comments on any substantial differences in parameters is to be submitted to the FDEP every two and one-half years or as required in the permit.

K.13.b.2 Leachate

Flow meters which record leachate directed to the Southeast Waste Water Treatment Plant are inspected daily. The leachate quantity is reported monthly.

K.13.b.3 Department of Environmental Protection Reports

- Prepare monthly groundwater report.
- Prepare annual compaction and fill volumes.
- Prepare groundwater report semi-annually.
- Prepare leachate analysis report annual.
- Prepare monthly water balance reports.
- Prepare monthly report on the landfill gas readings taken at each landfill gas wellhead and flare.
- Prepare quarterly report of the landfill gas readings at gas monitoring probes and ambient points.
- Prepare quarterly report of the landfill gas surface emissions monitoring.

K.13.c Annual Estimate of the Remaining Life of Constructed Landfill

Manatee County will annually estimate the remaining solid waste disposal capacity in cubic yards and the remaining landfill life in years. The estimate will be based on the geometry of the filled landfill, final contours, scale house records for waste received and the filling rate of the landfill. The estimate will be submitted annually to FDEP by the date specified in the permit.

K.13.d Archiving and Retrieving Records

All records pertaining to the operation of the facility will be retained throughout the design life of the landfill. All monitoring records, calibration and maintenance records and reports required by the landfill operation permit will be retained for at least ten years.

K.14 SPECIAL WASTE HANDLING

K.14.a Motor Vehicles

Motor vehicles are not presently accepted for disposal or temporary storage at the Lena Road Landfill.

K.14.b Shredded Waste

Shredded municipal waste is not accepted for disposal at the Lend Road Landfill. Shredded tires may be accepted if not recycled.

K.14.c Asbestos

Asbestos containing materials from sources covered under the National Emission Standards for Asbestos, 40 CFR Part 61, Subpart M are accepted at the Lena Road Landfill, with prior approval of the County. These materials will be placed in the landfill by appointment only, covered with a minimum of one foot of non-asbestos containing material, and the location will be recorded in accordance with 40 CFR Part 61.154. A record of the location of asbestos-containing waste will be maintained.

K.14.d Contaminated Soil

Soils contaminated with non-hazardous waste and petroleum-contaminated soil, which has been treated pursuant to Chapter 62-713, F.A.C., will be accepted at the discretion of the County.

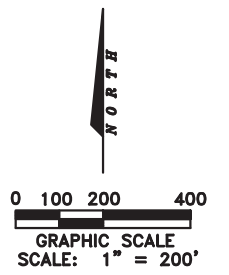
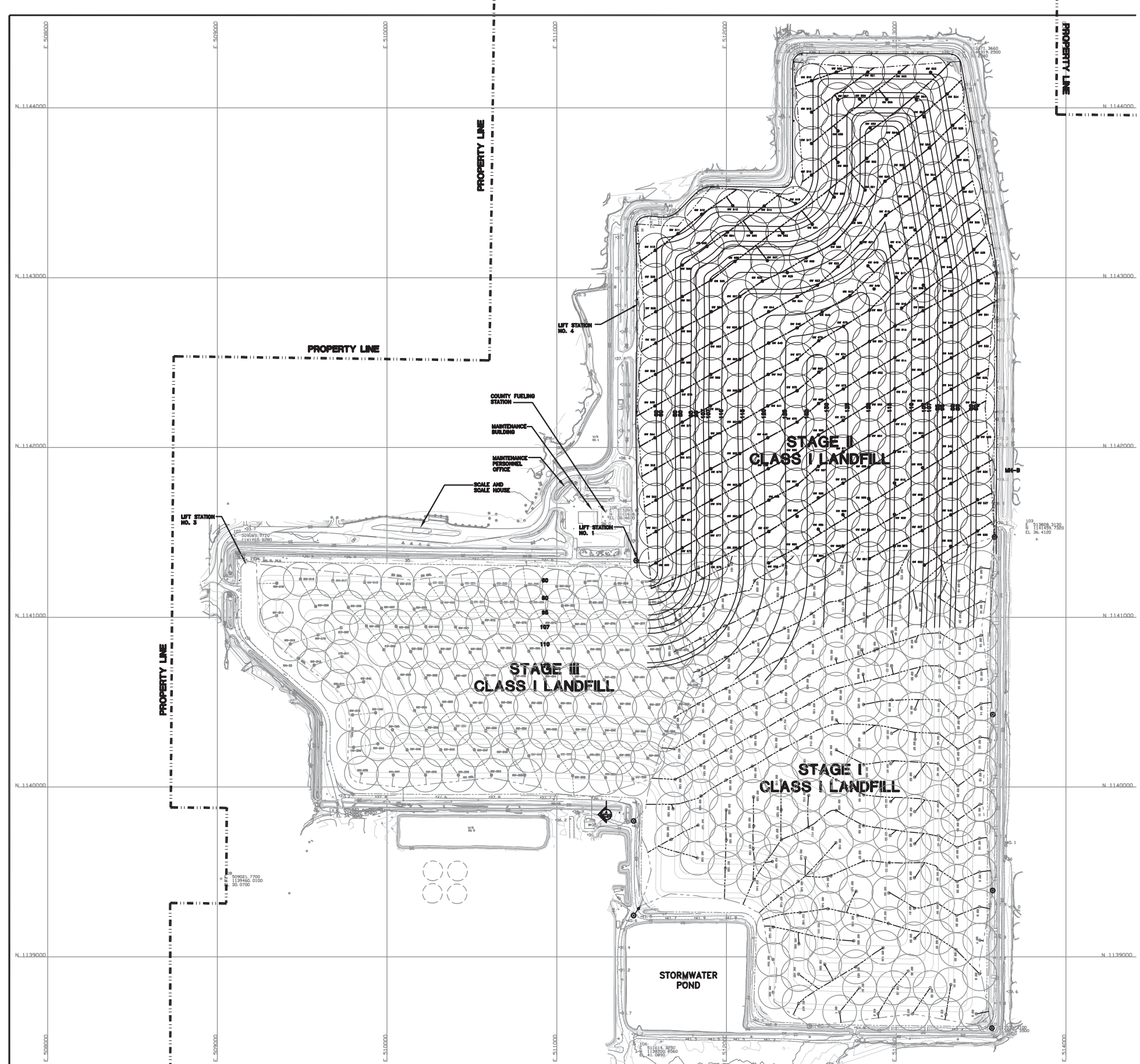
K.14.e Biological Waste

Biological waste is not accepted.

K.14.f Oily Waste

Materials as defined in Chapter 62-701.300 (11)(b), F.A.C., may be accepted for disposal at the discretion of the County.

Attachment K-1
Landfill Gas Collection System



- LEGEND:**
- 18" HDPE HEADER GAS PIPE
 - - - 8" GAS LATERAL PIPE
 - EXISTING 18" HDPE HEADER GAS PIPE
 - - - EXISTING 8" HDPE LATERAL GAS PIPE
 - ₃₃₀ PROPOSED WELL HEAD
 - GAS WELL RADIUS OF INFLUENCE
 - ₃₃₀ EXISTING WELL HEAD
 - EXISTING GAS WELL RADIUS OF INFLUENCE

NOTE:
 AERIAL PHOTOGRAMMETRY PROVIDED BY:
 L.F. ROOKS & ASSOCIATES, INC.
 DATE FLOWN: MARCH 4, 2015

REVISION: JULY 10, 2015

Attachment K-2
Operations Plan
Household Hazardous Waste Collection and Storage Facility

Attachment K-2

**Household Hazardous Waste Collection
And Storage Facility
Operations Plan**

Lena Road Class I Landfill



Manatee County

Utilities Department
Solid Waste Division
3333 Lena Road
Bradenton, FL 34211

Revised September 2017

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Figures

Figure K.2.1 HHW Building Floor Plan

SECTION 1

DEFINITIONS

Conditionally Exempt Small Quantity Generators (CESQG): (40 CFR 261.5) A generator who produces no more than 100 kg (220 lbs) of hazardous waste or no more than 1 kg of acutely hazardous waste per month.

Contingency Plan: A document setting out an organized, planned, and coordinated course of action.

Hazardous Material: A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation capable of posing an unreasonable risk to health, safety, and property during transportation.

Household Hazardous Waste Collection and Storage Facility: A facility established by the Manatee County Board of County Commissioners to provide hazardous waste disposal services to households.

Household: Single and multiple dwellings and other residential sources within Manatee County.

Personal Protective Equipment: Equipment used to protect individuals from chemical, physical and biological hazards.

Training: Instruction in the use of equipment, personal protective equipment, site safety and handling.

SECTION 2

HISTORY

The Manatee County Household Hazardous Waste Collection and Storage Facility (HHW Facility) opened in May 1993 within the Stage III Landfill. This facility was removed as solid waste filled the Stage III Landfill.

The Administration Facilities includes a household hazardous waste collection and storage facility. The facility floor plan is shown on Figure K.2.1. The building includes forced air ventilation, dry chemical fire suppression system, and storage for hazardous waste. The building is engineered to comply with EPA, NAPA, and OSHA standards and regulations for storing hazardous chemicals and wastes. The building is also corrosion resistant and features secondary containment for the prevention of spills or leaks. The facility has a concrete slab and is under a roof as shown on the figures. The materials processed and the method of processing remains the same.

SECTION 3

FACILITY PROGRAM

The Manatee County HHW Facility is located at 3333 Lena Road, Bradenton, Florida. The Facility has a secured storage building specifically designed for the storage of hazardous materials and/or wastes. The major components of the HHW Facility are as follows:

- **Security System:** The entire site is fenced with a six (6) foot high chain link fence. Five gates provide ingress and egress to the facility. When not in use, the facility is locked and secured. A double security exists in that the main access road into the County Landfill has a gate and is secured when the Landfill is not in operation.
- **Containment and Storage System:** The storage building is specifically designed for hazardous materials featuring secondary containment in the event of a spill. The building is equipped with forced air ventilation and dry chemical fire suppression systems. The building has separate storage bays. A heavy-duty locked aluminum storage cabinet anchored to a concrete slab serves as the ammunition locker and does not have a dry chemical fire suppression system.
- The hazardous materials storage is under roof along with covered containment areas for storage of fluorescent bulb closed storage rack, and the waste oil tank. The containment areas are submerged and surrounded by cement reinforced containment walls.
- The storage buildings sit flush with an impervious, slightly sloped, reinforced containment area. The Facility is located inside the confines of the Manatee County Solid Waste Management Landfill Facility.

The facility is open to Manatee County residents on the third Saturday of each month from 9:00 a.m. to 3:00 p.m. Wastes that are classified as medical or radioactive are not accepted. There is not a disposal weight limit during the collections and disposal is provided free of charge to County residents. The cost of the program is funded by landfill disposal tipping fees.

A semi-annual event is held at several sites throughout Manatee County in the spring and fall of the year. Siting Locations of the event are at the HHW Lena Road Landfill Facility and at the Utilities Department Complex, 4501 4410 66th Street West, Bradenton, Florida, Palmetto Fairgrounds, 1303 17th St. W. Palmetto, Florida and various other County locations. Commercial HHW collection information is provided to the commercial generator categories under the same rate schedule as that of Manatee County.

Monthly collections/events are operated by the certified Recycling Supervisor in the HHW Facility located at the Landfill. The Hazardous Waste contractor is on site at the collection to assist with unloading. The contractor bulks and lab packs any of the waste material received during the collection. Partial containers are stored in the HHW Facility until the following monthly collection.

The Recycling Supervisor reviews all paperwork and has the responsibility of approving and signing outgoing manifests.

Materials are accepted from County residents during non-operating hours by appointment or as determined by the Recycling Supervisor. In addition, collection services at the residence are available for those persons who are unable to attend the event due to circumstance of health, physically disabled or age.

Manatee County has a permanent Household Hazardous Waste program for the collection of materials at the facility. Monthly collections are conducted for the residential citizens and annual or semi-annual events for the CESQGs. These events are advertised in the County's utility billing and the local newspapers. General Household Hazardous Waste program information is available on the County's website at www.mymanatee.org/hhw.

SECTION 4

CONTAINMENT

4.1. CONTAINMENT

- Containers of paint adjacent to the outside containment areas on concrete slabs covered with plastic sheeting prior to removal by the contracted vendor.
- Other wastes such as small flammables and pesticides are contained in the storage building.
- Storm water shall be prevented from accumulating within in-service containment structures.

SECTION 5

WASTE ACCEPTANCE CRITERIA

5.1. HOUSEHOLD WASTE

Household waste is accepted only during the monthly collection events *unless* circumstances of the generator prohibit such a collection time. The waste must fall within the categories permitted by the contracted collection/disposal vendor and not be of a radioactive, bio-hazardous or medical nature. A residential disposer must also have generated the waste.

5.2. CESQG WASTE

CESQG waste is collected by arrangement directly between the contracted collection/disposal vendor and the generator.

SECTION 6

PERSONNEL

6.1. TRAINING

Facility personnel must successfully complete a 40-hour OSHA training program that teaches performance of duties in a way that ensures the facility is operated in a manner that protects them and the public from potential health and safety hazards at the site and is protective of the environment.

The instructor providing the training includes appropriate aspects of hazardous waste/material management including selection of protective clothing and equipment and emergency response. At a minimum, the training program is designed to ensure that facility personnel are able to respond effectively to emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems, including where applicable:

- Contact List for departments to respond to fire and/or explosions, discharges to the land surface; incidents
- Shutdown of operations

Facility personnel shall take part in annual eight (8) hour refresher training.

Facility personnel has on staff at least one person who has no less than 40 hours training in appropriate aspects of hazardous waste/material management whenever waste is being received and whenever any hazardous material is being bulked or otherwise treated.

SECTION 7

RECORDS

The following documents and records shall be maintained at the Facility offices:

- A record of all personnel engaged in work, either full-time or temporary.
- Facility personnel who have completed a record of training.

SECTION 8

PERSONNEL TRAINING REQUIREMENTS

All County personnel participating in the HHW collection programs shall be trained to the appropriate level for their participation. All trained County personnel are specifically trained as Hazardous Waste Collection Staff. The Recycling Supervisor is responsible for enforcing all safety policies. The following guidelines outline the training requirements to be completed by personnel so they may safely work with hazardous materials during the collection programs. This training will, therefore, reduce the potential for hazardous material-related accidents.

8.1. UNLOADERS/PAINT SORTERS

Training for this level is limited to on-the-job instruction. Personnel trained will have minimal contact with the waste, but will work under the direction of the Recycling Supervisor. After initial screening of the waste, personnel will unload the waste from the vehicles into carts. Collected paint containers are placed in containers for collection by paint recycling vendor.

8.2. FACILITY STAFF

Training for this level of participation includes both classroom instruction and on-the-job training. Staff assists with opening and closing the Facility, screening incoming materials, and assisting with spills, releases, or any other emergency. Specific training includes, but is not limited to:

- HAZWOPER Operational Level (29 CFR 1910.120)
- On-the-job training in accepting, identifying, segregating, and sorting waste
- Hazardous waste rules and regulations

8.3. HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE (29 CFR.1910.120)

The objective of this training is to provide personnel with the knowledge and skills necessary to safely and successfully respond to any on-site spills and/or releases. A five level classification system is used to provide appropriate training to indicate the scope of their authorized response activities:

- First Responder Awareness Level
- First Responder Operations Level
- Hazardous Materials Technician

Personnel trained in accordance with this Section shall receive annual refresher training of sufficient content and duration to maintain their competency.

SECTION 9

PERSONNEL PROTECTION EQUIPMENT

Personal Protective Equipment (PPE) is used to limit exposure to various hazardous materials and wastes at the Hazardous Waste Collection and Storage Facility. PPE is necessary when handling hazardous materials to prevent skin contact with harmful substances. Whenever removing and/or working with hazardous materials or waste, personnel are required to wear, at a minimum, the following protective equipment.

9.1. UNLOADERS/PAINT SORTERS

- Safety glasses
- Protective gloves
- Protective apron (optional)

9.2. FACILITY STAFF

- Safety glasses
- Protective gloves
- Respirator with organic vapor cartridge on high efficiency particulate air filter (HEPA), if necessary, as determined by the waste material being handled.
- Steel-toed boot or safety shoes
- Protective apron

In the event of a spill or release of a hazardous material or waste, the following protective equipment is on site:

- Full-faced air purifying respirators

When specialized training is required to properly utilize personal protective equipment, this training must be provided to the employee prior to its use.

SECTION 10

SPILL/RELEASE PROCEDURES

The Recycling Supervisor shall be properly trained in hazardous material emergency response to efficiently mitigate, contain, and clean up any accidental spill/release that might occur at the HHW Facility. At all times, the safety of personnel and program participants are the primary concern.

The following will be considered emergencies at the Facility:

- Fire or smoke is noticed
- An explosion occurs
- A leak or spill is discovered
- Medical emergencies, including heat induced injuries
- Discovery of explosive devices

When a spill/release or any other emergency occurs, the following guidelines will be followed:

- Cease operations/perform initial size up
- Make mental note of nature, extent, source, and amount of any released product
- Evaluate potential harm to human health and the environment
- Scene control. Keep all unauthorized persons away from the scene
- Protect individuals directing them, if not contaminated, away from the scene
- If flammable materials are involved, check for all ignition sources
- Take measures to contain release or fire from spreading to other hazardous areas as quickly as possible
- Notify 911 if warranted
- Notify Facility Manager/Director of the Solid Waste Management Facility, if necessary
- Notify State Warning Point if reportable quantity
- Perform basic first aid to stabilize any victims until EMS arrives
- Clean up any spills using compatible materials
- Place waste in proper container for disposal through the County's Hazardous Waste Transporter

Under no circumstances will the health and safety of County staff be placed in harm's way in the attempt to handle suspected explosives. If explosives are discovered, evacuate the immediate area, cease traffic flow, and notify the Manatee County Sheriff's Department Haz-Mat Team.

If a reportable quantity of a hazardous material has been spilled or released, a follow-up written report must follow within fifteen working days and be filed with the State Emergency Response Center.

An eyewash station and shower is permanently installed on site. In the event of materials being splashed into staff's eyes, minimum eyewash of fifteen minutes shall take place.

SECTION 11

EQUIPMENT

Following is a partial list of the equipment on site:

Forklift with drum grabber	
Fire extinguishers	Assorted tools
Funnels	Utility carts
Shovels and brooms	55-gallon drums
3 and 5 gallon buckets	Traffic cones
Absorbent	Assorted tape
Neutralizing agents	Two-way radio communication
Eyewash station and shower	

SECTION 12

SAFETY

Safety is the primary concern of all personnel participating at the HHW Facility. Appropriate staff is instructed in how to handle emergencies as well as site safety. The collection program is maintained in a neat and organized manner at all times. Good housekeeping practices are followed. The unloading area will be kept clean and free of excess materials. It is the responsibility of all HHW Facility staff to follow these guidelines. No smoking signs are posted. Smoking is prohibited at the HHW Facility.

HHW Facility staff will assist participants by unloading vehicles, answering questions about proper disposal methods and handing out informational literature as necessary. Only hazardous waste generated by residential customers will be accepted during the HHW disposal programs. In the event a participant arrives to dispose of waste generated from a business, the CESQG hazardous waste disposal program will be explained and contractor contact information provided.

Following are guidelines to follow in processing the participants' waste.

12.1. SAFETY PROCEDURES

HHW Facility staff will, at all times, act in a safe manner. Work practices are carried out to minimize or eliminate the possibility of an injury-related accident. Proper ergonomics are followed. All personnel use correct lifting techniques in order to prevent injury to the body. Containers are removed from vehicles one at a time into the utility carts.

Appropriate Personal Protective Equipment (PPE) is worn when handling hazardous waste. Close attention is given to staff during the summer months to reduce the risk of heat related injuries. All Facility staff monitor themselves for any signs or symptoms of heat stress and act accordingly.

12.2. REMOVAL FROM VEHICLES

Traffic is directed from the scale house and/or by signs on the entrance road of the Landfill to the HHW Facility site. Signs to a stopping point direct all incoming cars where participants will be greeted by trained County staff. An initial spotting of the chemicals is performed before removal of chemicals from the vehicle. The participants are questioned on the contents of any unknown materials or unmarked containers. If any unacceptable or unknowns are spotted, personnel will immediately notify the Recycling Supervisor.

The waste from the vehicles will then be unloaded into carts by the HHW Facility staff. Participants remain in or at their vehicles. This reduces the risks of spills or injuries. HHW Facility staff evaluates the contents as they unload. If any leaking containers are spotted, the container will be placed into an additional container. The participant will be informed of the leak. It is not the responsibility of contractor or facility staff to clean up the leak or spill in the participant's vehicle beyond the initial containment.

SECTION 13

WASTE SEGREGATION

County and contractor personnel transport the waste from the vehicles to the preliminary sorting areas. Cardboard boxes are flattened then placed in a dumpster designated for cardboard recycling. Any packaging, similar debris, and/or household trash will be removed and placed in the dumpsters designated for trash. The HHW technician and contractors examine all materials received. The waste is then sorted, bulked and lab packed into the appropriate shipping containers for removal. Usually used motor oil, pesticides, paints, and flammables represent the majority of the waste received.

13.1.LOCKER STORAGE

Each chemical storage unit is clearly labeled with DOT placards.

Wastes are stored according to their primary hazard. The basic categories of wastes are as follows:

- Flammables
- Pesticides
- Poisons
- Corrosives

The Recycling Supervisor shall have the final decision on what wastes to accept or not accept, classification, and any other decision regarding the waste.

13.2.WASTE BULKING

Only the HHW technician and/or Recycling Supervisor, along with the contracted Hazardous Waste vendor, determines which wastes should be bulked. All labels are read before bulking any wastes together to ensure compatibility. Safety is the major factor in bulking. No bulking shall take place in inclement weather.

Containers of compatible waste are opened and drained directly into fifty-five gallon drums. When the drum is full or bulking is discontinued for the work period, the lid shall be securely replaced. A small space for vapor expansion shall be left at the drumhead space.

Drums are required to have the proper markings adhered to them. The markings are placed so that they are clearly visible. The HHW marking contains the following information:

- The material contents
- The accumulation start date

The proper marking procedure is applied at the beginning of the bulking procedure.

Bulking of any material takes place when needed. Items to be bulked may include the following:

- Latex based paints
- Oil based paints
- Antifreeze
- Motor oil and transmission fluid

The wastes are compatible for bulking, and are only bulked if clearly identified by sight, smell, container, label and source. Any wastes that are not clearly identifiable are not bulked, and the unknown wastes are sent with contractor.

Paint is bulked into a 55-gallon steel drum when needed, and generally removed the same day or within 24-hours. If paint is spilled, it is contained on the plastic sheet by absorbent pads or absorbent. All paint is currently collected and placed in containers which are stored on Visqueen. All paint is sent to a paint company to be recycled at this time.

Antifreeze is bulked into a 55-gallon drum. If antifreeze is spilled it is contained on the plastic sheet by absorbent pads or absorbent.

Motor oil and transmission fluid is being poured into a 20 gallon tank then pumped (or poured using a funnel) into a 500-gallon storage tank or in 375 or 275 gallon portable tanks. The bulking is done outside, under a main roof of the Hazardous Waste Facility.

13.3. UNKNOWNNS

Unknowns are accepted. These items are materials that cannot be identified by either original labels or by participant knowledge. The following procedures are adhered to:

- Unknowns will be sent out with the contractor.
- Place material into appropriate storage building according to suspected hazards.

13.4. ELECTRONIC WASTE

Electronic waste such as TVs, computer monitors, microwave ovens, telephones, keyboards, VCRs, radios, etc. are received at the Household Hazardous Waste Collection. The materials are sorted, palletized, shrink wrapped or put in Gaylord boxes. The pallets of materials and/or Gaylord boxes are stored under the roof of the HHW Facility until the contractor comes to pick them up. The contracted e-scrap recycler removes the e-scrap for processing and recycling. Broken glass and components from broken units is swept up and properly disposed.

Electronic waste is also collected curbside by the contracted waste haulers. The hauler brings the materials to the landfill to be stored in the designated area which is the SW corner of the white goods/scrap metal concrete pad or within the HHW Facility. Additionally, residents may drop off electronic waste Monday through Saturday during landfill hours. This material is stored in the SW

corner of the white goods/scrap metal area or within the HHW Facility also. Materials are removed by a private recycling contractor for proper recycling.

SECTION 14

CONTINGENCY PLAN AND EMERGENCY PROCEDURES

The following procedures serve as the Facility's guideline for Contingency Plan. Specific information may be located in the Manatee County Solid Waste Division All Hazard Plan

14.1. PURPOSE AND IMPLEMENTATION OF CONTINGENCY PLAN

The contingency plan should be designed to minimize hazards to human health or the environment from fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water.

The provision of the plan should be carried out immediately whenever there is a fire, explosion, or release of hazardous waste or hazardous waste constituents that could threaten human health or the environment.

14.2. CONTENT OF CONTINGENCY PLAN

The contingency plan describes the actions facility personnel should take to protect the public from potential health and safety hazards in response to fire, explosion or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water at the facility.

The plan lists names, addresses, and phone numbers (office and home) of all persons qualified to act as emergency coordinator (as described later). This list should be kept up to date. Where more than one person is listed, one should be named as primary emergency coordinator and others should be listed in the order in which they will assume responsibility as alternates.

The plan includes a list of all emergency equipment at the facility (i.e., fire extinguishing systems, spill control equipment, communications and alarm systems (internal and external), and decontamination equipment), where this equipment is required. This list should be kept up to date. In addition, the plan should include the location and physical description of each item on the list, and a brief outline of its capabilities.

The plan should include an evacuation plan for facility personnel where there is a possibility that evacuation could be necessary. This plan should describe signal(s) to begin evacuation, evacuation routes, and alternate evacuation routes in cases where the primary routes could be blocked by releases of hazardous waste or fires.

14.3. COPIES OF CONTINGENCY PLAN

A copy of the contingency plan and all revisions to the plan should be maintained at the HHW Facility, submitted to local police and fire departments, hospitals, and State and local emergency response teams that would be called up to provide emergency services.

14.4. CHANGES OF CONTINGENCY PLAN

The contingency plan should be reviewed, and immediately changed if necessary, whenever:

- The plan fails in an emergency.
- The HHW Facility changes in its design, construction, operation, maintenance, or other circumstances in a way that increases the potential for fires, explosions, or release of hazardous waste or hazardous waste constituents, or changes the response necessary in an emergency.
- The list of emergency coordinators or emergency equipment changes.

14.5. EMERGENCY COORDINATOR

At all times, there should be at least one employee either on the facility premises, or on call (i.e., available to respond to an emergency by reaching the facility within a short period of time) with the responsibility for coordinating all emergency response measures. This emergency coordinator should be thoroughly familiar with all aspects of the facility's contingency plan, all operations and activities at the facility, the locations and characteristics of waste handled the location of all records within the facility, and the facility layout. In addition, this person should have the authority to commit the resources needed to carry out the contingency plan.

The emergency coordinator's responsibilities vary, depending on factors such as type and variety of waste(s) handled by the facility, and type and complexity of coordinator is responsible for.

14.6. EMERGENCY PROCEDURES

Whenever there is an imminent or actual emergency situation, the emergency coordinator (or his/her designee when the emergency coordinator is on call) should immediately:

- Activate internal facility alarms or communication systems, where applicable, to notify all facility alarms or communication systems.
- Notify appropriate State or local agencies with designated response roles if their help is needed.

Whenever there is a release, fire, or explosion, the emergency coordinator should immediately identify the character, exact source, amount, and the extent of any released materials. He or she may do this by observation or review of facility records, or if necessary, by chemical analysis.

Concurrently, the emergency coordinator should assess possible hazards to human health or the environment that may result from the release, fire, or explosion. This assessment should consider both direct and indirect effects of the release, fire, or explosion (e.g., the effects of any toxic, irritating, or asphyxiating gases that are generated, or the effects of any hazardous surface water runoff from water or chemical agents used to control fire, or heat-induced explosions).

If the emergency coordinator determines that the facility has had a release, fire, or explosion that could threaten human health, or the environment, outside the facility, he/she should report his findings as noted below:

- If the assessment indicates that evacuation of local areas may be advisable, the proper authorities should be immediately notified. The emergency coordinator should be available to help appropriate officials decide whether local areas should be evacuated.
- The government official designated as the on-scene coordinator for the area or the State should be notified immediately. The report should include:
 - Name and telephone number of reporter.
 - Name and address of the facility.
 - Time and type of incident (e.g., release, fire, explosion).
 - Name and quantity of material(s) involved, to the extent known.
 - The possible hazards to human health, or the environment outside the facility.

During the emergency, the emergency coordinator shall take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, recur, or spread to other areas of the facility. These measures should include, where applicable, stopping processes and operations, collecting and containing release waste, and removing or isolating containers.

During an emergency, the emergency coordinator shall monitor for leaks, pressure buildup, gas generation, or ruptures in containers and/or equipment, wherever this is appropriate.

Immediately after an emergency, the emergency coordinator should provide for treating, storing, or disposing of recovered waste, contaminated soil or surface water, or any other material contaminated by a release, fire, or explosion at the facility.

SECTION 15

OPERATIONS

15.1. MAINTENANCE AND OPERATION OF THE FACILITY

The HHW Facility shall be maintained and operated to minimize the possibility of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water that could threaten human health or the environment.

All HHW Facility communications, alarm system and spill control equipment, where required, shall be tested and maintained in accordance with manufacturer's recommendations and as necessary to assure its proper operation in time of emergency.

HHW Facility personnel shall maintain aisle space to allow the unobstructed movement of personnel, fire protection equipment, spills control equipment, and decontamination equipment to any area of facility operation in an emergency.

Whenever hazardous waste facility is staffed, all personnel involved in the operation shall have immediate access to an emergency communication device, either directly or through visual or voice contact with another employee.

Normal operational procedures require one member of personnel on site. This member shall, while in the facility, have immediate access to a two-way radio capable of summoning external emergency assistance. Telephones and/or radios shall not be placed in areas where the atmosphere may become explosive due to the presence of flammable vapors, dusts, or gases.

15.2. ACCUMULATION TIME

The HHW Facility will be accumulating hazardous waste on site, and shall store the material as follows:

- The waste will be placed in containers. A container is a storage building or a DOT shippable drum.
- The amount of waste accumulated will not place the HHW Facility in violation of any regulations required on a Federal, State, or Local level.
- While being accumulated on-site, each container is labeled with a description of the contents and date.

The household hazardous waste collected for treatment or disposal shall not be accumulated on site for more than 210 days. Once the capacity limit is reached, all hazardous waste collected shall be shipped by a registered transporter to an authorized hazardous waste treatment or disposal facility. The operator may request FDEP approval of a longer accumulation time period for specific wastes that are accumulated slowly.

15.3. MANAGEMENT OF CONTAINERS

If a container is not in good condition or if it begins to leak, the operator shall pack the container and its contents in a larger container, seal the container and place it in the proper storage building bay.

The operator shall use containers made of or lined with materials that will not react with, and are otherwise compatible with the waste to be stored, so that the ability of the container to contain the waste is not impaired.

A container shall always be closed during storage except when it is necessary to add or remove waste. Also a container holding waste should not be opened, handled, or stored in a manner that may rupture the container or cause it to leak.

The operator shall inspect areas where containers are stored, at least weekly, looking for leaks and for deterioration caused by corrosion or other factors.

15.4. SPECIAL REQUIREMENTS FOR IGNITABLE OR REACTIVE WASTE

Containers holding ignitable or reactive waste shall be located within the transfer/containment slab or within the proper hazardous waste storage building bay. An overhead fire suppression system is located in the storage buildings.

The operator shall take precautions to prevent accidental ignition of ignitable waste. This waste shall be separated and protected from sources of ignition including but not limited to: open flames, smoking, cutting and welding, hot surfaces, frictional heat, sparks (static, electrical, or mechanical), spontaneous ignition (e.g., from heat-producing chemical reactions), and radiant heat. The HHW Facility is a posted no smoking area.

Reactive wastes shall receive special handling as described in this section, and storage as needed to prevent unintentional reactions.

15.5. HANDLING REQUIREMENTS FOR IGNITABLE, REACTIVE, OR INCOMPATIBLE WASTES

Repackaging or treatment, including bulking or neutralizing of ignitable, reactive, or incompatible waste is not done at this facility. A contracted transport/disposal vendor removes hazardous waste stored in the storage building.

15.6. MATERIAL REDISTRIBUTION GUIDELINES

In the event Manatee County decides to establish a Material Redistribution Program in the future, the following shall serve as the basic program guideline for facility personnel.

15.6.1 Selection of Materials for Redistribution to the Public

Materials selected for exchange programs should include but not be limited to meet the following minimum criteria:

- Original containers only.
- Original label with ingredients, instructions, and warnings must be present and readable.
- Contents should be visually inspected and should look like correct material in new condition.
- Containers should be at least three-quarters full.

The following items will be excluded from redistribution programs:

- Ammunition.
- Pesticides.
- Reactive materials.
- Cancelled or banned products.
- Poisons.

Each item selected for the redistribution program should be approved by the facility manager or his/her designee.

15.6.2 Storage

Materials designated for redistribution should be stored in a separate area of the HHW Facility. This area will be clearly marked and secured from unauthorized access.

At a minimum, secondary containment sufficient to contain the entire contents of the largest two containers in storage should be provided.

15.6.3 Customers

All customers should be at least 18 years of age and shall be allowed to stop only in the designated area.

15.6.4 Documentation

The redistribution program will develop and use a waiver/inventory form, pre-approved in format by the County Attorney's Office that includes the following elements:

- Customer's printed name and signature.
- Date.
- Name and quantity of each material received.
- Liability statement ("hold harmless" statement).

The form shall be kept on file in the offices of the facility manager or his/her designee.

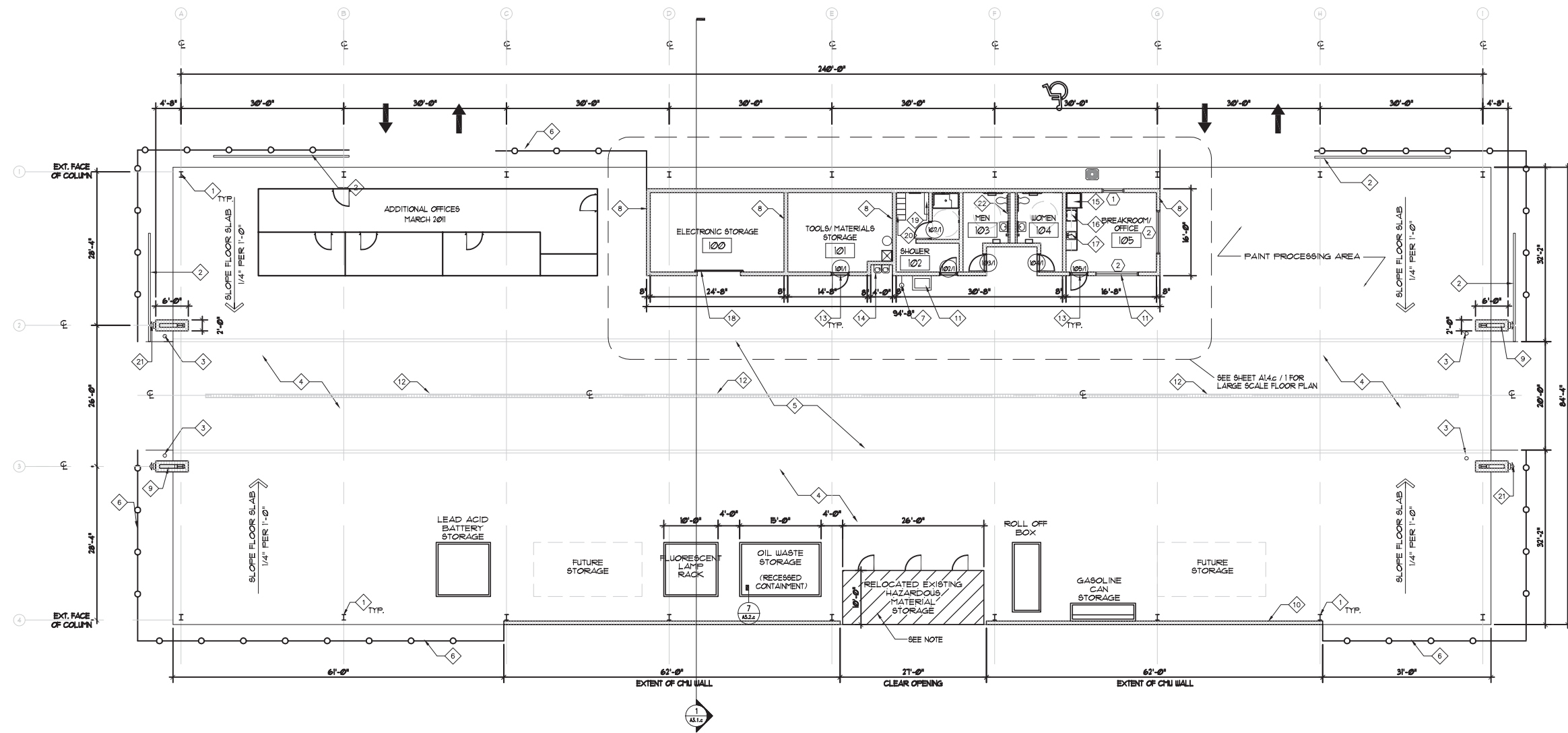
SECTION 16

PREPAREDNESS AND PREVENTION

16.1. ARRANGEMENTS WITH LOCAL AUTHORITIES

The Facility Manager has arrangements with the fire department and emergency response teams for assistance in an emergency. The Facility Manager has familiarized these agencies with the potential need for services, layout of the facility, properties of the facility, types and properties of hazardous waste handled at the facility and associated hazards, places where facility personnel would normally be working, entrances to roads inside the facility, and possible evacuation routes.

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FLOOR PLAN
SCALE: 3/32" = 1'-0"
20,493 SQ. FT.

DRAWING NOTES

- 1 COLUMNS FOR METAL BUILDING STRUCTURE (TYP.)
 - 2 25'-0" WIDE ROLLING GATE WITH OVERHEAD TRACK (TYP.)
 - 3 8" PIPE BOLLARDS
 - 4 CONCRETE SLAB
 - 5 PAINTED STRIPES ON CONCRETE SLAB
 - 6 8'-0" HIGH CHAIN LINK FENCE
 - 7 EMERGENCY SHOWER / EYE WASH COMBINATION
 - 8 8" CMU WALLS
 - 9 2'-0" x 6'-0" CONC. PILLASTERS (SEE ELEVATION SHEET A21c)
 - 10 8" CMU - SCREEN WALL
 - 11 UTILITY TUB/SINK
 - 12 TRENCH DRAIN
 - 13 THRESHOLDS
 - 14 HI-LO ELECTRIC WATER COOLERS
 - 15 REFRIGERATOR (N.I.C.)
 - 16 MICROWAVE (N.I.C.)
 - 17 SINK
 - 18 OVERHEAD DOOR
 - 19 BENCH
 - 20 LOCKERS
 - 21 WALL SCONCES (TYP.)
 - 22 4" CMU WALLS - INTERIOR WALLS
- NOTE:
CONTRACTOR SHALL COORDINATE WITH OWNER THE RELOCATION OF AN EXISTING HAZARDOUS MATERIAL STORAGE (PREFABRICATED BUILDING). THE EXISTING HAZARDOUS MATERIAL STORAGE SHALL BE PLACED IN ITS NEW LOCATION PRIOR TO INSTALLATION OF METAL BUILDING ROOF AND/OR STRUCTURAL MEMBERS THAT MAY INTERFERE WITH THE PLACEMENT OF THE STORAGE BUILDING.

LEGEND

- CMU WALLS
- INT. FRAME WALLS, NON-RATED
- DRAWING NOTES - SEE THIS SHEET
- DOOR KEY - SEE DOOR SCHEDULE, SHEET A61c
- WINDOW KEY - SEE WINDOW SCHEDULE, SHEET A61c
- ROOM TAG - SEE FINISH SCHEDULE, SHEET A61c
- DETAIL KEY - SEE SHEET AS INDICATED
- WALL TYPES - SEE SHEET A51c



REVISION: JULY 10, 2015



MANATEE COUNTY - LENA ROAD LANDFILL
OPERATIONS PERMIT RENEWAL 2015

HOUSEHOLD HAZARDOUS WASTE COLLECTION
AND STORAGE FACILITY OPERATION PLAN
FLOOR PLAN

FIGURE
K-2-1

Attachment K-3
List of Heavy Equipment

All Hazards Plan/Solid Waste Division

Landfill Equipment List

	<u>Quantity</u>
Air Compressor, Sullair	1
Bulldozer, Caterpillar D7	4
Bulldozer, Caterpillar D6	1
Club Car	1
Compactor, Caterpillar 836H	2
Dump Truck, Caterpillar 740	3
Excavator, Caterpillar 345BL	1
Excavator, Caterpillar 345CL	1
Forklift, Yale Veractor 60VX	1
Gator, John Deere	1
Generator - Admin & Ops Kohler	2
Generator - CDO, Caterpillar	1
Generator - Landfill 9021	1
Generator - Scalehouse, Ram Power	1
Grader, Caterpillar 143H	1
Kawasaki Mule	3
Kubota RVT	1
Loader, Caterpillar 950	3
Mowing Deck, 6' Finish Deck	1
Mowing Deck, 20' Flex Deck	2
Polaris Ranger	1
Pump, Thompson 6V-DPRT-1004CPU	2
Riding Lawnmower	2
Roll Off Containers	8
Roll Off Truck, International	1
Scraper, Caterpillar 623G	1
Street Sweeper, Tennant	1
Tarpomatic, 28T	2
Trailer, Crosley	1
Tractor, John Deere 7810	1
Tractor, John Deere 7220	1
Tractor, Massey Ferguson 6495	1
Truck, International 4300 Refueler	1
Vibratory Roller, Saki	1
Water Wagon, Caterpillar 613C	1
Welder W/Plasma Cutter	1

EXHIBIT 5, MULCH - LANDFILL USE

**Exhibit 5
Mulch - Landfill Use**

FY19	FY20	FY21	FY22	FY23
1,256.85	1,265.25	1,480.50	987.00	1,633.38
1,433.25	924.00	1,737.75	913.50	1,407.63
1,422.33	1,680.00	1,281.00	1,296.75	1,228.50
1,231.86	1,899.45	1,086.75	1,790.25	1,117.20
1,138.41	1,812.30	1,186.50	2,126.25	1,134.00
1,860.60	1,527.75	1,044.75	876.75	1,044.75
1,909.95	2,389.80	1,160.25	1,895.25	1,391.25
1,543.50	2,115.75	1,002.75	1,669.50	955.50
1,107.75	1,914.15	1,202.25	1,711.50	1,223.25
1,953.00	3,108.00	1,837.50	2,578.80	945.00
2,163.00	1,795.50	2,595.60	1,008.00	1,178.10
535.50	1,186.50	1,604.40	1,690.50	1,554.00
17,556.00	21,618.45	17,220.00	18,544.05	14,812.56

EXHIBIT 6, SAMPLE AGREEMENT



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[CONTRACTOR NAME]
(CONTRACTOR)**

AGREEMENT FOR [TITLE]

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2024 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**COMPANY NAME**], a [<enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.], (“**CONTRACTOR**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

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

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

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

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

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

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

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

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the Effective Date and remain in force for an initial term of [number of years], unless terminated by COUNTY pursuant to Article 9.
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods.

ARTICLE 4. COMPENSATION

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to

designate a different agent, provided that COUNTY is given advance written notice thereof.

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

stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

- 1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

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

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in

accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

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

ARTICLE 15. PUBLIC RECORDS

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

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

that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: lacy.pritchard@mymanatee.org

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

ARTICLE 16. INDEMNIFICATION

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

claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the 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 the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is

necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

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

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

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

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

ARTICLE 22. KEY PERSONNEL

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

[Enter Name, Title]

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

ARTICLE 23. SUB-CONTRACTORS

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

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 25. NOTICES

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

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

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

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ,

contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. 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.

CONTRACTOR NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

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

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

Date: _____

SAMPLE

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

2. ESCALATION/DE-ESCALATION

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

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

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

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

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

DATED this _____ day of _____, 20_____.

CONTRACTOR Signature

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

Notary Signature _____
Commission No. _____

Please return this completed and signed exhibit with your agreement.

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then

coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

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

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

Bailee's Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the

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

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a

Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

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

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

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

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

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

III. BONDING REQUIREMENTS

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

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

Date: _____

Contractor's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.