

INVITATION TO QUOTE  
NO. 22-R078665AJ  
MANATEE COUNTY COLLECTION  
AND REMOVAL OF SCRAP METAL  
MATERIAL  
MARCH 1, 2022

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT**

**INVITATION TO QUOTE NO. 22-R078665AJ**

**MANATEE COUNTY COLLECTION AND REMOVAL OF SCRAP METAL MATERIAL**

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

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Quotes in response to this ITQ is **March 31, 2022 at 3:00 P.M. ET.** Quotes must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

**SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference will be held at 3:00 PM on March 8, 2022 at the 2908 12th Street Court East, Bradenton FL 34208. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by March 16, 2022. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

**DESIGNATED PROCUREMENT CONTACT:**

**Abby Jenkins, Senior Procurement Agent**

(941) 749 3062, Fax (941) 749-3034

Email: [abigail.jenkins@mymanatee.org](mailto:abigail.jenkins@mymanatee.org)

Manatee County Financial Management Department

Procurement Division

AUTHORIZED FOR RELEASE:

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### **EXHIBITS**

Exhibit 1	Scope of Work
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## 1.0 Background and Contact Information

The County issues this ITQ for Manatee County Collection and Removal of Scrap Metal Material. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

### 1.01 Background

Currently there are sixteen collection locations in various areas throughout the County, one (1) location at the Manatee County Landfill, and one floating location on an as-needed basis. The exact amount and types of scrap metal to be collected during the Agreement term cannot be determined at this time. In recent history, total collections have weighted-out at about 400 tons collected from the various locations.

### 1.02 Contact Information

The County representative regarding this ITQ is:

- **Abby Jenkins, Senior Procurement Agent**
- **Abigail.jenkins@mymanatee.org**
- **(941)749-3062**

## 2.0 Due Diligence

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

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

## 3.0 Scope

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

## 4.0 ITQ Schedule

<u>Scheduled Item</u>	<u>Scheduled Date</u>
Non Mandatory Information Conference	March 8, 2022 at 3:00 P.M.
Question and Clarification Deadline	March 16, 2022
Final Addendum Posted	March 24, 2022
Offer Response Due Date and Time	March 31, 2022 at 3:00 P.M.
Projected Award	April 2022

## **5.0 Quote and Submission Process**

### **5.01 Quote**

Complete the Quote Form that details all costs associated with providing Manatee County Collection and Removal of Scrap Metal Material as specified herein.

### **5.02 Submission Process**

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

## **6.0 Term / Payment and Invoices**

### **6.01 Term**

The term of the Agreement shall be for a period of three (3) years with one (1) two-year renewal option.

### **6.02 Terms and Conditions**

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

### **6.03 Payment and Invoices**

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

### **6.04 Taxes**

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

## **7.0 Quote Requirements**

### **7.01 ITQ Process**

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

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

7.02 Rejection of Quotes

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

7.03 Cost of Preparation

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

7.04 Questions and Addenda

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

7.05 Additional Information and Presentations

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

7.06 Government Entities

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

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

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the successful Quote. As a condition of using

the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

7.07 Basis of Award

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

7.08 Tie Bids

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

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

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

## **8.0 ITQ General Terms and Conditions**

8.01 Binding Offer

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

8.02 Insurance Requirements

Successful Bidder must maintain the insurance limits and coverages, as identified in Section 9.0, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than

Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

8.03 Public Entity Crimes

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

8.04 Drug-Free Workplace Program Certification

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

8.05 Convicted Vendor List

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

8.06 Collusion

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

8.07 Public Disclosure

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

8.08 Procurement Protest Policy

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

8.09 Disclosure

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

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

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

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

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

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

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

8.10 Trade Secrets

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

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

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

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

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

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

#### 8.11 Confidentiality of Security Related Records

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

records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

#### 8.12 E-Verify

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

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

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

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

#### 8.13 Lobbying

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

#### 8.14 License and Permits

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State,

local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

8.15 Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

8.16 Minority and/or Disadvantaged Business Enterprise

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

8.17 Quantities

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

8.18 ePayables

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

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

**9.0 Insurances**

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

**REQUIRED INSURANCES**

**Automobile Liability Insurance Required Limits**

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

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

*This policy shall contain severability of interests' provisions.*

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

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

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

*This policy shall contain severability of interests' provisions.*

**Employer's Liability Insurance**

Coverage limits of not less than:

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

**Worker's Compensation Insurance**

**US Longshoremen & Harbor Workers Act**

**Jones Act Coverage**

Coverage limits of not less than:

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

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

**OTHER INSURANCES**

**Aircraft Liability Insurance Required Limits**

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

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

**Un-Manned Aircraft Liability Insurance (Drone)**

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

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

**Installation Floater Insurance**

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

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

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

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

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

**Builder's Risk Insurance**

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

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

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

**Cyber Liability Insurance**

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

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

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

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

***Pollution Liability***

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

***Asbestos Liability (If handling within scope of Contract)***

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

***Disposal***

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

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

**Hazardous Waste Transportation Insurance**

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

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

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

**Liquor Liability Insurance**

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

- 1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

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

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

**Bailee’s Customer Liability Insurance**

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

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

- Property and asset coverage in the full replacement value of the County asset(s) in the

SUPPLIER'S care, custody and control

**Hull and Watercraft Liability Insurance**

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

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

**Other [Specify]**

**INSURANCE REQUIREMENTS**

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

**Commercial General Liability and Automobile Liability Coverages**

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

**Workers' Compensation and Employers' Liability Coverages**

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

**General Insurance Provisions Applicable to All Policies**

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

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

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

certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

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

[Remainder of page intentionally left blank]

## **ATTACHMENTS**

Bidder must complete and return all Attachments with its Quote.

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder’s information below:

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

**ATTACHMENT B, BIDDER’S SIGNATURE FORM**

The undersigned represents that:

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

**Print or type Bidder’s information below:**

Signature of Authorized Official / Date: \_\_\_\_\_

Printed Name of Authorized Signer: \_\_\_\_\_

Title of Authorized Signer: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Website URL: \_\_\_\_\_

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

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

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

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

For \_\_\_\_\_  
[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
[Signature of Bidder's Authorized Official]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By \_\_\_\_\_ who is

Personally known OR  Produced identification

Type of identification] \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

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

**ATTACHMENT D, INSURANCE STATEMENT**

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

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Authorized Official):

\_\_\_\_\_

Printed Name/Title:

\_\_\_\_\_

Insurance Agency:

\_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**ATTACHMENT E, DRUG-FREE WORKPLACE CERTIFICATION**

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

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

\_\_\_\_\_

[print individual's name and title]

for \_\_\_\_\_

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

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

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

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

- (1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
  - (i) the dangers of drug abuse in the work place;
  - (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
  - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) the penalties that may be imposed upon employees for drug abuse violations.
  
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).
  
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
  - (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
  
- (4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

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

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

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

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

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

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

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

**ATTACHMENT F  
REVENUE FORM  
ITQ No. 22-R078665AJ  
COLLECTION/REMOVAL OF SCRAP METAL MATERIAL**

We propose to collect and remove scrap metal from various locations within the County and pay the County per the following formula based on the price reporting agency (PRA) Fastmarkets, for scrap and heavy metals:

**Market Price per Gross Ton less \_\_\_\_\_ per cent (\_\_\_\_\_) % of Market Price in effect at the time of pickup.**

**EXAMPLE:** Market Price is \$100 per ton, Percentage is 50%  
\$100 X 50% = \$50  
\$100 - \$50 = \$50 payable to the County

Bidder must submit a copy of the American Metal Market, Alabama – No. 1 for Heavy Melt, most current edition (January 2022 or any subsequent edition) with its Bid and which shall be made a part of the Revenue Form submittal.

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBITS**

**EXHIBIT 1, SCOPE OF WORK  
ITQ NUMBER 22-R078665AJ**

**1.01 BACKGROUND INFORMATION**

The County is requesting Bids from qualified Contractors for the provision of Collection and Removal of Scrap Metal from various locations within Manatee County in accordance with the terms, conditions, and specifications in this Invitation for Quote. The Public Works Distribution Center, Fuel Services and the Utilities, Solid Waste Divisions are the primary user of these services.

There are currently fourteen collection locations throughout the County. The exact quantity of scrap metal collections, the amounts or the types of scrap metal to be picked up during the Agreement period cannot be determined. However, based on recent history, total collections have been about 400 tons of scrap metal each year which constituted an average of about 50 annual pickups for Public Works and 45 annual pickups for Utilities (Landfill) for a total of 95 pickups for all locations combined.

**1.02 SCOPE**

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide for the collection and removal of scrap metal materials including, but not limited to, pipe-cast iron, ductile iron, galvanized steel, stainless steel, aluminum, copper, and brass. Contractor shall be responsible for furnishing the quantity and size of collection containers for scrap metal materials at the facilities listed below:

	LOCATION NAME	ADDRESS	SIZE
MC1	Hwy Maintenance	4700 66th St. W	20 YD
MC2	Traffic Management	1108 26th Ave E	20 YD
MC3	Fleet	1100 26th Ave E	20 YD
MC4	Utilities	4526 66th St W	20 YD
MC5	SE treatment plant	3331 Lena Rd	20 YD
MC6	SW treatment Plant	5160 65th St. W	20 YD
MC7	Stormwater	5511 39th St E	20 YD
MC8	Myakka Highway	36650 Arcadia Ave	20 YD
MC9	North County HWY	8500 69th St. E	20 YD
MC10	Traffic Aluminum	1108 26th Ave E	10 YD
MC11	Fleet	4700 66th St. W	10 YD
MC12	Utilities Brass Meters	4508 66th St W	10 YD
MC13	Utilities Elwood	4825 44th Ave E	20 YD
MC14	Parks & Rec	5165 65th St W	20 YD
MC15	Transit	2411 Tallevast Rd	10 YD
MC16	WTP	Dam Road	20 YD
MC17	Temp	AS NEEDED	20 YD

## UTILITIES

MC 18      Manatee County Landfill      3333 Lena Rd      40 YD

### **1.03 GENERAL REQUIREMENTS**

Successful Contractor shall provide the following requirements:

- A. Respond within two (2) working days of notification by the County to all requests, verbal or written, for collection of scrap metal.
- B. Make collections between the hours of 7:30 AM an 3:00 PM, Monday through Friday, excluding County holidays.
- C. Provide all required collection containers and all labor, equipment and materials required to place the containers at the designated locations. NOTE: Contractor shall not charge the County any rental, delivery, pickup, hauling, fuel, equipment, overhead, or any other charges for the provision of collection containers.
- D. Provide cleaning and raking around the collection containers to gather any scrap metal which has escaped from the collection containers.
- E. Removal of scrap metals from the collection containers at those locations in which the collection containers are emptied on site, removing all scrap metals completely from the pickup locations without exception. NOTE: Scrap metal materials may not be in collection containers for Contractor's initial collection. Therefore, Contractor shall be required to clear all collection container locations of materials before putting its collection containers in place.
- F. Delivering and setting up replacement empty collection containers within 24 hours of collection of the scrap metal at those locations where scrap metal is transported from the County location in the collection container.
- G. Removal, storage, re-sale or recycling of all scrap metal materials collected from the County. Proper disposal of contaminated materials contained in the collection containers and providing notification to the County of quantities and locations of such disposals within five business days of disposal.
- H. In the event the Contractor is unable to pick up or receive scrap metal materials collected by the County for any reason, the Contractor shall be responsible for all expenses the County incurs to dispose of said scrap metal material.
- I. Be solely responsible for any disposal costs incurred by the Contractor in the provision of services.
- J. Providing the County with a certified scale receipt from scales certified by the Florida Department of Agriculture for each scrap metal pickup. NOTE: When reporting scrap metal materials collected, weight receipts shall correspond with the respective collection container bin(s).
- K. For Pickup at the Landfill located at 3333 Lena Road, the contactor must stop at the scales and be weighed both coming into the landfill and when leaving with the load.

- L. Be solely responsible for all weighing charges for scrap metal collected from County locations.
- M. Maintaining records in a manner acceptable to the County on tonnage collected and disposed of during the Agreement period.
- N. Obtaining any and all permits and licenses required to perform services under the Agreement and complying with all applicable federal, State and local laws and regulations and ordinances, including those of the Occupational Health and Safety Administration (OSHA) and the Environmental Protection Agency (EPA).
- O. Ensuring that all vehicles involved in the transportation of scrap metal materials leaving County locations are equipped in a manner that shall prevent the escape of scrap metal materials from the vehicle during transport.
- P. Ensuring that all work is completed in a safe and workmanlike manner with the collection container areas left clean and clear of debris after each pickup.
- Q. Ensuring that its personnel conduct themselves in a professional manner while on County property and are dressed in a manner customary to the profession.

**1.04 PICK UPS**

Scrap metals will be made available to the Contractor for pick-up as accumulated. The County makes no guarantee of the length of time a container may be at the collection location or the length of time between pickups.

**1.05 MATERIALS**

The County does not guarantee that the scrap metal collected from County locations will conform to the industry’s grading requirements. Additionally, the County makes no guarantee of the weight or mass of the scrap metal materials in the collection containers. Items placed in the collection containers may or may not be broken up or dismantled prior to placement. The County will make its best effort to minimize the inclusion of any extraneous material with the scrap metal, however, Contractor shall accept the scrap metal “As Is”.

**1.06 REPORTING**

Contractor shall report all scrap metals collected by weight and type on a monthly basis to the County. Accurate weight receipts from State certified scales indicating weight and type of materials and other supporting documentation shall be submitted to the County on or before the 10<sup>th</sup> of each month for the previous month. Upon request, Contractor shall permit the County to conduct full and open inspection of its facility, payment and reimbursement records, and scale weight records as they relate to the provision of services to the County. Weight receipts shall include the following information

- a. Location of collection container
- b. Date of collection or delivery
- c. Description of scrap metal material
- d. Weight of scrap metal material
- e. Current market price of scrap metal material

**1.07 OWNERSHIP OF MATERIALS**

The County’s ownership of the scrap metal materials collected from County locations shall continue until such time the scrap metal materials are weighed and recorded by the Contractor for transport.

**1.08 PAYMENTS TO THE COUNTY**

Contractor shall base revenue payments made to the County on the most current edition of the American Metal Market publication Alabama (No. 1 Heavy Metal) per gross ton less a set percentage. This rate shall be applied to the total gross weight of the ferrous and non-ferrous scrap metal materials. Prices shall be based on the price published at the time of pickup. The Contractor shall furnish a current copy of the American Metal Market publication to the County at any time a new edition is published during the Agreement period. If a range is given for the published price in the American Metal Market publication, the average shall be computed to obtain the price for the formula to calculate revenue payments to the County.

Contractor shall base all payments to the County on official weights provided by scales which have been certified by the Florida Department of Agriculture.

All payments shall be in a form of a cashier’s check, Business account check or money order made payable to the Manatee County Board of County Commissioners. (No cash transactions will be accepted).

All payments, certified weight receipts, Price Index Subscription and any other required receipts shall be mailed to:

Manatee County Public Works Distribution Center  
Attn: Fuel-Inventory Operations Division Manager  
2908 12th Street Court East  
Bradenton, FL 34208-3998.

**1.09 ACCESSIBILITY**

Contractor/Consultant 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.

**END EXHIBIT 1**

## Exhibit 2, MINIMUM QUALIFICATIONS

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

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

**No documentation is required. The County will verify registration.**

2. Pursuant to Florida State Statute 538.25 Registration: Bidder must possess a current, valid Registration for Secondhand Dealers and Secondary Metals Recyclers issued in the State of Florida and must have had held the registration for a period of at least three (3) consecutive years since March 1, 2019.

**Provide a copy of Bidder's Certificate of Registration listing a minimum of one (1) business address as a secondhand dealer or secondary metals recycler issued by the Florida Department of Revenue.**

3. The Bidder has provided Collection and Removal of Scrape Metal services for at least three (3) clients since February 1, 2018, each of which included one of the following components: collection and removal of scrape metal.

**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) Components

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

**Bidder must complete Attachment C and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.**

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

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

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

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

**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 SECTION B



**AGREEMENT No. [number]**

**[TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[LICENSEE NAME]  
(LICENSEE)**

## AGREEMENT FOR [TITLE]

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

**WHEREAS**, COUNTY owns <EXAMPLE: and operates the Sports Complex (Complex) located at 5895 Post Blvd., Lakewood Ranch, FL 34211, which includes a Concessions Building, as depicted in Exhibit xxxx>; and

**WHEREAS**, LICENSEE wishes to rent <name of Property> located at <Address> and to sell <EXAMPLE; food and beverages during events held at the Property>; and

**WHEREAS**, COUNTY agrees to rent <LOCATION/FACILITY> to LICENSEE and allow the company to sell <TYPE OF GOODS OR SERVICES TO BE SOLD>.

**WHEREAS**, this Agreement is a result of LICENSEE’S submission of a proposal in response to Request for Proposal No. [number] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE**, the COUNTY and LICENSEE, 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**

LICENSEE shall conduct its concession operations in accordance with the requirements in Exhibit A, Scope of Services.

### **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** Compensation 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. DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the following definitions:

- A. Capital Improvements: Those renovation or construction activities to the Property(ies) to be accomplished by the LICENSEE and/or its subcontractors, as set forth in Article 11, BUILDINGS, STRUCTURES, EQUIPMENT, MAINTENANCE AND IMPROVEMENTS.
- B. Property(ies): Refers to all land and buildings at <name of location/park/facility> owned by COUNTY which is/are located at <address>. Property includes the <name> Building which shall be for use by LICENSEE for its operations. The Building contains approximately <number> square feet of space.
- C. Contract Manager: Duly authorized representative of the <Department/Division> serving as Manatee County primary contact in regard to the administration of this Agreement.
- D. General Manager: LICENSEE's full-time staff person who oversees the operations at the Property(ies).
- E. Gross Receipts: All monies paid or payable to or consideration of determinable value received by LICENSEE for sales made, transactions had, or for services rendered from all sources in the operation of this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that <discounts, comps and any sales taxes imposed by law> directly payable by LICENSEE to a taxing authority and sales refunds may be excluded therefrom.
- F. Monthly Compensation Report: LICENSEE's report to the COUNTY that includes the total Automatic Clearinghouse (ACH) wire amount, the underlying compensation amounts which comprise it along with supporting documentation, the ACH conformation number and the settlement date.
- G. Subcontractor: A person or entity who has a direct contract with LICENSEE to perform work or provide services related to this Agreement. The term "Subcontractor" is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

### **ARTICLE 4. PURPOSE OF LICENSE AGREEMENT**

- A. <To enhance and promote Manatee County as a unique community and provide for the enjoyment of the use of the <Facility> by its patrons>, COUNTY hereby grants unto LICENSEE the right and privilege to provide concessions services at the Property(ies) in

accordance with the terms, conditions and limitations of this Agreement.

- B. This Agreement and the <exclusive/non-exclusive> rights and privileges granted to LICENSEE hereunder for concessions operations at Property(ies), includes the sale of <type of goods/services>.
- C. Except as specifically provided for herein with respect to LICENSEE'S use of the Property under this Agreement, COUNTY shall, at all times, continue to retain and have the unqualified right to make any and all reasonable determinations concerning or relating to the Property(ies).

#### **ARTICLE 5. AGREEMENT TERM**

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 14, TERMINATION OF AGREEMENT, but not to exceed [number years].
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods not to exceed a total of [number] years.

#### **ARTICLE 6. AUTHORIZED USES**

- A. The Property(ies) shall be used by LICENSEE only for the purpose of <selling ???> and for no other purposes without first obtaining the express written consent of COUNTY.
- B. The offering of products, services or advertising must be evaluated and pre-approved by COUNTY for appropriateness.
- C. LICENSEE acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. LICENSEE shall, with reasonable notice, permit COUNTY to conduct such activities at the Property(ies). A representative of the LICENSEE shall be available for consultation if requested. At least 24-hour advance notice will be provided by COUNTY to LICENSEE whenever possible.
- D. Notwithstanding the forgoing, authorized COUNTY employees, representatives, contractors or agents reserve the right to inspect the Property(ies) and/or LICENSEE’S operations at any time with or without prior notice, at all times, for any COUNTY business reason.

#### **ARTICLE 7. COMPENSATION**

- A. As compensation to the County, LICENSEE shall pay <as rent to the COUNTY in the amount of <amount>. Payment shall occur in monthly installments in advance, and must be received by the COUNTY no later than the fifth (5th) business day of the month (the Due Date), with penalties for non-payment of <amount> per day accruing for each day thereafter.

OR

By the 10th business day of each month, LICENSEE shall pay to COUNTY percentage rent (Percentage Rent) based on Gross Receipts of LICENSEE'S operations during the immediate previous month. Unless otherwise specified in writing to the contrary, LICENSEE shall pay COUNTY Percentage Rent equal to <amount in words> Percent (<amount in numbers>%) of all Gross Receipts. LICENSEE shall deliver, with its payment to the COUNTY a statement of Gross Receipts and supporting documentation that confirms the total Gross Receipts.>

- B. In addition to applicable sales tax, LICENSEE shall be solely responsible for any ad valorem, rental or similar taxes levied upon LICENSEE'S equipment or activities arising from this Agreement. LICENSEE shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. Upon COUNTY'S request, LICENSEE shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.
- C. In the event LICENSEE fails to pay COUNTY any Percentage Rent due under the provisions of this Agreement, interest at one and one-half percent (1.5 %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude COUNTY from terminating this Agreement for default, or pursue any other remedies as provided herein or by law. COUNTY'S acceptance of late payment of any fees shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by LICENSEE in the payment of any fees on the date the same shall be due and payable.

#### **ARTICLE 8. COMPENSATION PAYMENTS**

LICENSEE shall remit monthly Compensation payments in the form of an Automatic Clearinghouse (ACH) remittance to the bank account of the Board of County Commissioners of Manatee County, Florida (preferred method), or by company check, on or before the due dates specified in Article 7, COMPENSATION. LICENSEE shall provide the Monthly Compensation Report to COUNTY by mail or email to the COUNTY representative or designee specified in Article 26, NOTICES.

#### **ARTICLE 9. CASH HANDLING REQUIREMENTS**

- A. LICENSEE shall provide, operate and maintain point of sale computer systems to record all transactions. Daily Point of Sale (POS) system transactions shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the POS system shall be the responsibility of LICENSEE. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.
- B. All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. LICENSEE shall provide sales receipts to customers for all goods and services sold. No register or device in which cash sales are recorded and deposited may be opened without recording the date and

the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

- C. Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.
- D. All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices provided by LICENSEE.

#### **ARTICLE 10. MAINTENANCE OF RECORDS; REPORTS, AUDITS; LICENSES**

- A. LICENSEE shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to ensure proper accounting of funds and compliance with the provisions of this Agreement. LICENSEE shall maintain record of all monies collected by LICENSEE in its operations under this Agreement.
- B. LICENSEE shall provide a monthly statement of income and Gross Receipts, in a form acceptable to the COUNTY. The report shall be applicable to the month for which payment is being made. This report shall be signed by the Treasurer, President or CEO of LICENSEE certifying to the accuracy of the report and gross receipts.
- C. At the COUNTY'S discretion and direction, LICENSEE shall, at its own expense within 60 days of the first anniversary of the execution of this Agreement, every other year thereafter until termination of the Agreement, and within 60 days of termination of this Agreement:
  - 1. Engage an independent certified public accountant to conduct an audit of its books and records related to this Agreement for the most recent calendar year utilizing the standards promulgated in the Generally Accepted Auditing Standards by the Auditing Standards Board of the American Institute of Certified Public Accountants and provide the results of such audit to the COUNTY;  
OR
  - 2. Engage an independent certified public accountant to provide a financial statement and letter to the COUNTY which, at a minimum, shall include the results of its review of LICENSEE'S books and records, canceled checks, invoices and budgets from the most recent calendar year.
- D. LICENSEE 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 revenues. 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 LICENSEE made by any local, state or federal agency. To the extent such materials are in the possession of a third-party, LICENSEE must obtain them from that third-party or certify in writing to COUNTY why it was unable to do so. LICENSEE 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.

- E. LICENSEE shall obtain any licenses required for its operations 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 LICENSEE. LICENSEE 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 11. BUILDINGS, STRUCTURES, EQUIPMENT, MAINTENANCE AND IMPROVEMENTS**

- A. LICENSEE shall take responsibility for the Property(ies) in an as-is condition.
- B. LICENSEE represents that prior to signing this Agreement, it has inspected all buildings and structures, including any utilities, fixtures and equipment thereon, and confirms it is fully familiar with their condition and accepts same "as is" for the purposes of performing under this Agreement. Further, LICENSEE shall protect said buildings and structures, including any utilities, fixtures and equipment through its exercise of continual maintenance and security.
- C. Except for the equipment and assets listed in Exhibit \_\_\_\_\_, Fixed Assets Listing, which shall be updated annually and is the official Manatee County inventory listing maintained by the office of the Clerk of Circuit Court, LICENSEE shall provide all equipment required to perform under this Agreement. LICENSEE shall bear the cost of all charges and expenses related to any and all maintenance of all equipment and improvements as shall be necessary for LICENSEE'S performance of this Agreement. LICENSEE understands and agrees that COUNTY fixtures and equipment are not to be removed from the Property(ies).
- D. LICENSEE agrees that the assets listed in Exhibit \_\_\_\_\_, Fixed Assets Listing, constitute the entire group of COUNTY equipment and assets over which it has been given custody and control by virtue of the Agreement. LICENSEE further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than \$1,000. When COUNTY equipment is past its useful life, it will be returned to the COUNTY for disposal. Notwithstanding the foregoing, LICENSEE shall notify the COUNTY of any lost or stolen property. In tum, COUNTY shall provide LICENSEE a minimum of thirty (30) days advanced notice in which to locate any lost or stolen item prior to being required to replace or reimburse the lost or stolen item(s).
- E. So long as this Agreement shall be in effect, LICENSEE shall, except as otherwise provided herein, maintain the <buildings and structures> in good order and repair with no signs of visual or structural damage. Further, LICENSEE shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or mechanical damage.

- F. All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other codes.
- G. All maintenance, service, and inspections of equipment and facilities shall be completed by trained personnel and in compliance with manufacturer guidelines and state and local laws, as applicable.
- H. LICENSEE will maintain records of all equipment and facility maintenance and inspections completed. These records, along with all third-party maintenance contracts, will be made available to COUNTY upon request.
- I. COUNTY's obligation to provide structural repairs is limited to providing Americans for Disabilities Act compliance for the buildings, or for the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical systems within such foundation, walls and roof.

## **ARTICLE 12. LICENSEE'S PRODUCTS, OPERATIONS AND SERVICES**

- A. OPERATIONS: LICENSEE shall operate at the Property(ies) in compliance with the terms and conditions of this Agreement. LICENSEE shall offer high quality, competitively priced products. The sale of tobacco products and alcoholic beverages is strictly prohibited.
- B. EQUIPMENT: LICENSEE shall arrange for all procurement of all supplies, equipment, and services as deemed necessary and normal in the ordinary course of its operations at the Property(ies). LICENSEE shall furnish and maintain, at its sole cost, all equipment, fixtures, and furnishings necessary to conduct the business permitted hereunder. At the termination or expiration of this Agreement, LICENSEE shall own such equipment, furnishings and fixtures it has procured and remove such equipment, furnishings and fixtures within 30 days of termination.
- C. ADVERTISING; LICENSEE shall not use the Manatee County name or logos for marketing and promoting its products.
- D. PRODUCTS: LICENSEE shall provide COUNTY with a list of any changes in the products or services it offers or the maximum price that will be charged for each product or service. LICENSEE acknowledges that COUNTY shall be entitled to set price ceilings on products and services LICENSEE sells at the Property(ies). Any such product/service or pricing changes must be approved by the Contract Manager in writing. LICENSEE shall not sell any products that, in the opinion of COUNTY, pose a safety or health hazard or are inappropriate for sale or display in a publicly owned property and/or facility.
- E. HOURS OF OPERATIONS: <The hours the Property(ies) shall be in operation and open to the public shall be prominently displayed near the entrance to the Property(ies).> LICENSEE shall obtain prior written approval by the COUNTY for any changes to its hours of operation with the exclusion of closures due to COUNTY declared emergencies or other extraordinary circumstances which could compromise the safety of the LICENSEE, the public and

COUNTY staff.

- F. **DISCOUNTED PRODUCTS:** LICENSEE shall not extend credit, free products or services, or any discount to any COUNTY employee or official that is not available to the general public.
- G. **SIGNAGE:** LICENSEE shall provide signage, as approved by COUNTY, advertising its concessions operations.
- H. **CONTROL OF PROPERTY:** LICENSEE shall not rent out or otherwise allow the Property(ies) to be occupied by or under the control of any third-party person, group or entity, without express prior written approval of COUNTY.
- I. **BUSINESS OPERATIONS:** LICENSEE shall not conduct any business or activity on the licensed premises, which is not authorized by this Agreement. It is expressly understood and agreed that LICENSEE'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Property(ies). LICENSEE agrees that a determination by COUNTY will be accepted as final in evaluating LICENSEE'S activities that unreasonably infringe on the rights of others and that LICENSEE will fully comply with any such decisions.

#### **ARTICLE 13. ENVIRONMENTAL RESPONSIBILITY**

- A. **LAND RESOURCES.** LICENSEE shall at all times comply with all laws, rules, policies or standards concerning the environment or protection of natural resources with respect to LICENSEE'S operations. LICENSEE shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management, and environmental monitoring of chemicals, pesticides and fuel.
- B. **GREEN PURCHASING:** COUNTY encourages the implementation of environmentally sustainable measures, such as recycling, as well as buying and utilizing 'green' products. Whenever possible for all aspects of the operation, LICENSEE must incorporate such measures into its operations to support environmental sustainability.

#### **ARTICLE 14. TERMINATION OF AGREEMENT**

- A. **TERMINATION FOR CAUSE:**
  - 1. COUNTY shall have the right, by written notice to LICENSEE, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include failure to operate in a manner that complies with the specifications herein or that fail to meet COUNTY'S performance standards;
  - 2. Prior to termination for default, COUNTY shall provide adequate written notice to LICENSEE, affording LICENSEE 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 LICENSEE in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. LICENSEE shall be liable for any damage to COUNTY resulting from LICENSEE'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, LICENSEE shall be liable for any damage to COUNTY resulting from LICENSEE'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, LICENSEE shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. Upon receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, LICENSEE shall:
  - a. Stop operations on the date and to the extent specified; and
  - b. Terminate and settle all orders and subcontracts relating to the operations.

**B. TERMINATION WITHOUT CAUSE:**

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide LICENSEE 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, LICENSEE shall provide payment to COUNTY of which it is entitled for revenues generated under this Agreement prior to termination, plus any costs, expenses or damages due to the failure of the LICENSEE to properly perform pursuant to this Agreement.

**ARTICLE 15. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, LICENSEE shall cooperate with COUNTY to assist with the orderly transfer of the services provided by LICENSEE to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require LICENSEE to perform and, if so required, LICENSEE shall perform, certain transition services necessary to shift the services of LICENSEE 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;
- B. Performing 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 16. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by LICENSEE, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to LICENSEE of any amount that is determined to be owed by the COUNTY.

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

#### **ARTICLE 17. PUBLIC RECORDS**

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

- A. Keep and maintain public records 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 Florida Statutes Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if LICENSEE does not transfer the records to COUNTY.
- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of LICENSEE or keep and maintain public records required by COUNTY to perform the service. If LICENSEE transfers all public records to COUNTY upon completion of the Agreement, LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LICENSEE keeps and maintains public records upon completion of the Agreement, LICENSEE 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**

## CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:**

**Manatee County**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton FL 34205**

### ARTICLE 18. INDEMNIFICATION

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

### ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

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

### ARTICLE 20. INSURANCE

- A. LICENSEE shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes

shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by LICENSEE and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

#### **ARTICLE 21. COMPLIANCE WITH LAWS**

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

#### **ARTICLE 22. SOLICITATION OF AGREEMENT**

LICENSEE warrants that it has not employed or retained any company or person other than a bona fide employee working solely for LICENSEE 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 LICENSEE, 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 or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 23. NON-DISCRIMINATION**

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

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

#### **ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING**

LICENSEE 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 LICENSEE asserts it is necessary to



employees, personnel, agents, or sub-consultants of LICENSEE 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 LICENSEE in connection with the Agreement or for debts or claims accruing to such parties. LICENSEE shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

#### **ARTICLE 28. NO CONFLICT**

By accepting award of this Agreement, LICENSEE, 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 29. ETHICAL CONSIDERATIONS**

LICENSEE recognizes that in rendering the services pursuant to the provisions of this Agreement, LICENSEE is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition LICENSEE 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. LICENSEE shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

#### **ARTICLE 30. PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 31. SEVERABILITY**

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

#### **ARTICLE 32. 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 33. 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, LICENSEE is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect LICENSEE's normal tax liability.

LICENSEE shall be responsible for payment of federal, state, and local taxes which may be imposed upon LICENSEE under applicable law to the extent that LICENSEE is responsible for the payment of same under applicable law, including any sales taxes due on rent of COUNTY Property(ies).

### **ARTICLE 34. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. This Article does not exempt LICENSEE from the payment of all rents and other fees due to the COUNTY for use of the Property(ies).

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 35. LEGAL REFERENCES**

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

### **ARTICLE 36. 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 37. 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 38. NO THIRD-PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third-party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

### **ARTICLE 39. ENTIRE AGREEMENT; 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 40. 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.

**LICENSEE NAME**

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Jacob Erickson, MBA, CPPO, NIGP-CPP  
Procurement Official

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT A, SCOPE OF SERVICES**

SAMPLE

**EXHIBIT B, COMPENSATION SCHEDULE**

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] \_\_\_\_\_, with full authority to bind (hereinafter "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. \_\_\_\_\_

## **EXHIBIT D, INSURANCE AND BOND REQUIREMENTS**

### **REQUIRED INSURANCES**

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
- \$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.

**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. The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.
- l. 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.
- m. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement 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.

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**COMPANY'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: \_\_\_\_\_

Consultant 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.*