

REQUEST FOR PROPOSALS
No. 24-R084063BB
CORROSION & ODOR CONTROL
SERVICES
FEBRUARY 29, 2024

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



ADVERTISEMENT
REQUEST FOR PROPOSALS No. 24-R084063BB
CORROSION & ODOR CONTROL SERVICES

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide corrosion and odor control services, as specified in this Request for Proposals to include a calcium nitrate-based treatment strategy and/or a magnesium hydroxide-based pH treatment strategy for application at specific locations within the County's wastewater system.

DATE, TIME AND PLACE DUE

The Due Date and Time for submission of Proposals in response to this RFP is **March 28, 2024 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE

There is no Solicitation Information Conference for this Request for Proposals (RFP).

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is **March 17, 2024**. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Brooke Baker, CPPB, NIGP-CPP,
Procurement Agent III

(941) 748-4501, Ext. 3039, Fax (941) 749-3034
Email: brooke.baker@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 INFORMATION CONFERENCE

There is no Solicitation Information Conference scheduled for this Request for Proposals (RFP).

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **March 28, 2024 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7th Floor, Suite 705, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705.

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

A.03 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time.

Manatee County will make public the names of the business entities which submitted a proposal and city and state in which they reside at the opening. No review or analysis of the proposals will be conducted at the proposal opening.

A.04 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office® or Adobe

Acrobat® portable document format (PDF) **in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file.** Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the ORIGINAL.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 24-R084063BB, Corrosion & Odor Control Services, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

A.05 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

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

At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.07 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party distribution system, addenda will also be posted on the third-party distribution system on the 'Planholders' link.

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

A.08 PROPOSAL EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFP.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum

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

A.10 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.11 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

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

A.12 JOINT VENTURES

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

A.13 LOBBYING

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

A.14 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.10.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial

statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

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

A.19 TAXES

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

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

A.20 SCRUTINIZED COMPANIES

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

A.21 COLLUSION

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

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

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

A.22 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.23 PUBLIC ENTITY CRIMES

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

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form 3 and submit with its Proposal.

A.24 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including

one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer 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.

A.27 DISCLOSURE

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

Proposals 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 proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals 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 proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent successful Proposer is performing services on behalf of County, successful Proposer 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. Proposer 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 Proposer 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 Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer 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 PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845

EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.28 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal

are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

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 Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer 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 Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.

Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

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

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers 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 Proposer’s proposal, the Proposer 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 Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County’s non-disclosure of the trade secret materials.

A.29 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 Proposer 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 Proposer 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.

A.30 E-VERIFY

Prior to the employment of any person under this contract, the successful Proposer 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 Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Proposer 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 proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer 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.

A.31 LICENSES AND PERMITS

The successful Proposer 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 Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.32 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 Proposer 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 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 Proposer 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.

A.33 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the

required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation.

A.34 PROTEST

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

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

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

A.35 ACCESSIBILITY

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

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

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

A.36 PROJECTED SOLICITATION SCHEDULE

The following projected solicitation schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > *Business* > *Bids &*

Proposals) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Solicitation Information Conference	N/A
Question and Clarification Deadline	March 17, 2024
Proposal Due Date and Time	March 28, 2024 by 3:00 P.M., ET
Technical Evaluation Meeting	TBA
Technical Evaluation Meeting	TBA
Interviews/Demonstrations/Presentations, if conducted	TBA
Final Technical Evaluations	TBA
Projected Award	May of 2024

The purpose of the Solicitation Schedule is to provide a projected timeline of solicitation events. The County reserves the right to modify or change any of the projected dates and times.

END SECTION A

SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the proposals for each of the evaluation criteria.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Score
Proposer's & Team's Experience	20
Approach	20
Organizational Structure & Capacity	20
Similar Completed Services	20
Fee Proposal	20

B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a

reasonable probability of being selected for award. The Proposers for this ‘short-list’ of proposals will be invited to meet with the committee. Proposers shall make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer’s best offer.

B.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and scoring. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-score the Proposers.

B.05 SCORING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County’s requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list Proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend commencement of negotiations to the Purchasing Official,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether, or not, the proposal is accepted.
- c. All products and papers produced by Proposer and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

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

C.04 AGREEMENT

The successful Proposer(s) will be required to enter into an agreement. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

The term of the Agreement shall be for the period of one (1) year with the option to renew for four (4) one-year periods thereafter.

C.05 AWARD

The County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the approval of either the Purchasing Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

END SECTION C

FORM 1 - ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer’s information below:

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

FORM 2 - PROPOSAL SIGNATURE FORM

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer’s negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFP; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFP as Exhibit 6. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer’s information below:

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

FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

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, the undersigned, 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 Proposers or prospective Proposers 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, as determined by the County, 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/she 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 Contractor Representative

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____
by _____. Personally known OR Produced the
following 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.

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM

The award of an agreement resulting from this RFP is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFP.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged and attested to by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Return this fully executed form with your Proposal.

FORM 5 - NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by _____, who is personally known to me OR has produced _____ as identification.

Notary Signature _____

Notary Name: _____

Notary Public (State): _____

My Commission No: _____

Expires on: _____
SEAL

FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner))

Name: _____

Title: _____

Date: _____

Signature: _____

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s Proposal.

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

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

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

Signature

Title

Printed Name

Date

FORM 8, INSURANCE REQUIREMENTS

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The Successful Proposer 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, Successful Proposer 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

Successful Proposer 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 Successful Proposer’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]

BOND REQUIREMENTS

Bid Bond

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

Payment and Performance Bond

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

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

II. General Insurance Provisions Applicable to All Policies

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

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

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer'S obligation to provide and maintain the insurance coverage specified.
11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the Successful Proposer 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 Successful Proposer 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 Successful Proposer further agrees that in case the Successful Proposer 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 Successful Proposer, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the Successful Proposer shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Successful Proposer 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 Successful Proposer 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 Successful Proposer being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

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

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the Successful Proposer until the Successful Proposer 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 Successful Proposer. Failure of the Successful Proposer 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 Successful Proposer or re-advertise this RFP.

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

**FORM 8, INSURANCE STATEMENT
RFP NO. 24-R084063BB**

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

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your proposal.

FORM 9, INDEMNITY AND HOLD HARMLESS

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

The Successful Proposer shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Successful Proposer’s expense.

Signature of Authorized Official of Proposer: _____

Title: Date: _____

Project Number and /or Name: _____

Insurance Agent: _____

Acknowledgement:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ [FULL LEGAL NAME], who is

Personally known to me

OR

has produced _____ as identification.

Notary Signature _____

Print Name _____

Seal

EXHIBIT 1, SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

- A. Manatee County (hereinafter referred to as “County”) is requesting proposals from qualified firms (hereinafter referred to as “Proposers”) for the provision of corrosion and odor control services (hereinafter referred to as “Services”) for the County’s wastewater collection and treatment system. The County is procuring the Services to minimize corrosion effects on wastewater infrastructure and to address nuisance odor issues in the wastewater collection and treatment system. Proposers may submit on Option 1, Option 2, or both Options as described in this Scope.
- B. The wastewater collection system is separated into three service areas, each with its own collection system and water reclamation facility (WRF): North, Southeast, and Southwest. The County owns and maintains approximately 443 miles of force mains, 1068 miles of gravity mains, and 754 lift stations. In addition to County-owned infrastructure, the collection system also consists of approximately 63 miles of force mains, 286 miles of gravity mains, and 385 lift stations that are privately owned and maintained. The County also operates and maintains a biosolids thermal dryer at the Southeast WRF.
- C. On an annual average basis, the County treats approximately 25.4 mgd of wastewater at its three water reclamation facilities (4.9 mgd at the North WRF, 8.4 mgd at the Southeast WRF, and 12.1 mgd at the Southwest WRF), and approximately 24,000 wet tons of biosolids at its thermal drying facility. Service calls vary from month-to-month depending upon requirements. During the time period of March 2017 through August 2017, there were approximately 10 service requests during regular business hours and one emergency request.
- D. Detailed information regarding the County's collection system, including location of collection system infrastructure that includes lift stations, gravity mains, and force mains, as well as pipe lengths and diameters, can be found on the public geographic information system (GIS) located on the County's website at www.mymanatee.org. Exhibit 3 provides additional information for each lift station, including physical address and pump capacity.
- E. Schematics showing the current treatment locations for the North, Southeast, and Southwest service areas are provided in Exhibit 4.
- F. A site visit to the odorous or supplemental lift stations can be arranged by contacting the Procurement Division via phone at (941) 749-3014 or via email at purchasing@mymanatee.org. Site visits will not be conducted after the deadline date for questions and clarifications requests as noted in the Request for Proposals (RFP).

1.02 SCOPE

- A. The successful Proposer (hereinafter referred to as “Contractor”) shall furnish all personnel, materials, chemicals, services, permits, licenses, methodology, supplies, reports, and equipment necessary to provide the Services described in this Scope that will meet the requirements of the resulting agreement (hereinafter referred to as “Agreement”).
- B. Contractor shall provide the Services in accordance with Option 1, Calcium Nitrate, and/or Option 2, Magnesium Hydroxide, as described in this Scope; and as applicable to Option 1, Calcium Nitrate Chemicals, Contractor shall provide vapor phase treatment for nuisance odor issues.
- C. Contractor shall provide all Services in accordance with the requirements and specifications described in this Scope.
- D. Contractor shall provide the Services at the treatment locations identified in Exhibit 4, along with the dosage amounts identified in Exhibit 4.
- E. At the County’s request, Contractor shall provide additional Services for alternative locations and service areas. Such requests made by the County would be the result of the County’s continued treatment strategy evaluation.
- F. The County reserves the right to request that the Contractor upgrade or increase the storage capacity or the type of control system at any site at any time during the term of the Agreement.

1.03 OPTION 1: CALCIUM NITRATE – GENERAL REQUIREMENTS

- A. Contractor shall provide a calcium nitrate-based treatment strategy for application at specific locations within the County’s wastewater system as shown in Exhibit 4.
- B. Contractor shall provide all new storage and dosing equipment at the beginning of the Agreement term and replace the equipment as applicable throughout the Agreement term. Note: This requirement does not pertain to existing Contractors who are currently contracted with the County to provide corrosion and odor control services.
- C. Contractor shall employ existing storage and dosing equipment at the beginning of the Agreement term and replace the equipment as applicable throughout the Agreement term. Note: This requirement only pertains to existing Contractors who are currently contracted with the County to provide corrosion and odor control services.
- D. Contractor shall provide and utilize storage and dosing equipment that is compatible with the material being stored and pumped. All storage and dosing equipment provided and utilized by the Contractor to provide the Services under the Agreement shall be compatible with the material being stored and pumped.
- E. Contractor shall provide and utilize storage and dosing equipment that meets all

Manatee County, State of Florida, and Federal laws, rules, and regulations. All storage and dosing equipment provided and utilized by the Contractor to provide the Services under the Agreement shall meet all Manatee County, State of Florida, and Federal laws, rules, and regulations.

- F. Contractor shall provide double contained storage tanks at all dosing locations that are 1000 gallon or greater size, based on the site and County requirements. All storage tanks shall be equipped with product level sensors that can be remotely monitored on a daily basis by the Contractor to ensure proper dosage is occurring. Evidence of improper dosing shall either trigger a site visit within 24 hours to fix or adjust the dosing pump(s), or a remote adjustment within four hours to the dosing pump(s). All dose systems shall be capable of remote shut down and start up by the Contractor of the dosing activity. Any existing equipment shall be equipped with remote shutdown capability within six months of award of the Agreement.
- G. Upon request by the County, Contractor shall provide tertiary containment at certain locations. Note: The County reserves the right to request that the Contractor upgrade or increase the storage capacity or the type of control system at any site at any time during the term of the Agreement.
- H. Contractor shall be responsible for installation and maintenance of the storage and delivery systems and all associated piping and appurtenances during the term of the Agreement.
- I. Contractor shall be responsible for obtaining all County required construction permits, drawings, and schematics necessary for the installation of the storage and delivery system. All plans and schematics provided by the Contractor shall be stamped by a licensed engineer registered in the State of Florida.
- J. Contractor shall provide continuous gas phase hydrogen sulfide monitoring for key corrosion and odor control points as shown in Exhibit 4 and modified throughout the Agreement term. Contractor shall provide a minimum of one week of gas phase hydrogen sulfide monitoring each month for key corrosion and odor control points as shown in Exhibit 4 and modified throughout the Agreement term. Note: Due to the length of time treatment systems at most locations have been in place, pretreatment H₂S baseline levels are no longer available.
- K. Contractor shall provide routine scheduled service at intervals not exceeding 15 calendar days for any site and scheduled service visits shall include, at a minimum, the following:
 - 1. Control point gas phase hydrogen sulfide (H₂S) emissions.
 - 2. Control point wastewater dissolved sulfide, temperature, nitrate and pH measurement.
 - 3. Control point temperature measurement.
 - 4. Scheduled preventative maintenance on storage tanks and dosing system as per manufacturer's recommendations.

5. Chemical feed rate measurement and adjustment (if necessary).
- L. Contractor shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Manatee County Utilities Department. The County shall have final approval of ongoing corrosion/odor control planning and adjustment process as wastewater collection/treatment systems expand and as evaluation of the systems by the County continues.
- M. Contractor shall provide an organizational seminar regarding its services and introduce its staff members to the County representatives within 30 days of award of the Agreement.
- N. Contractor shall hold at least one yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least 30 days prior to each workshop as agreed to by the County.
- O. Contractor shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by Federal or State Governments.
- P. Contractor shall be fully responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the Contractor to protect the workers, public, and County staff from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.
- Q. Contractor shall be fully responsible for the operation of their vehicles and handling of all materials related to the corrosion and odor control services at all locations within the County.
- R. Contractor shall inform the County of its planned work schedule to include delivery of chemical products and shall afford the County reasonable opportunity to observe and inspect the Contractor's work in progress.
- S. Contractor shall provide monthly reports to include complete system overview with total chemical usage, routine performance data collected (specified in B.03- J), and equipment repairs/maintenance performed for that month.
- T. Upon request by the County, Contractor shall provide the following services at no additional cost: Coordination and facilitation of meetings with County staff to update operational agreements to include, but not be limited to, protocols, training, system repairs, adjustments, targeted goals, and program oversight. Includes participation in meetings deemed necessary by the County to address corrosion/odor control program needs.

- U. Contractor shall be available to provide the Services 24 hours per day, seven days per week and shall maintain adequate service technicians, chemicals, equipment, and supplies to be on site to respond to odor problems, equipment problems, and emergency situations as follows: same-day onsite response to standard requests and four-hour onsite response to emergency requests.

1.04 OPTION 1: CALCIUM NITRATE – TECHNICAL REQUIREMENTS

- A. Contractor shall, based upon treatment and budgetary objectives established by the Utilities Department and as directed by the Utilities Department upon award of the Agreement, refine and adjust the existing corrosion/odor control program. Treatment strategies must emphasize prevention/minimization of hydrogen sulfide production in the system where practical (as opposed to treating for odor after hydrogen sulfide formation has occurred). The treatment program shall include, but not be limited to, expanding services to wastewater treatment plants and designated pumping stations.
- B. The material supplied shall be an aqueous solution of calcium nitrate containing a minimum of 3.5 pounds of nitrate-oxygen per gallon.
- C. The calcium nitrate solution shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to 0.1 mg/L or less.
- D. The calcium nitrate solution shall be free of any objectionable odor producing compounds.

1.05 OPTION 2: MAGNESIUM HYDROXIDE – GENERAL REQUIREMENTS

- A. Contractor shall provide a magnesium hydroxide-based pH treatment strategy for application at specific locations within the County's wastewater system as shown in Exhibit 4. These locations generally focus on the larger lift stations and the long manifolded force mains within the collection system.
- B. Contractor shall provide all new storage and dosing equipment at the beginning of the Agreement term and replace the equipment as applicable throughout the Agreement term. Note: This requirement does not pertain to existing Contractors who are currently contracted with the County to provide corrosion and odor control services.
- C. Contractor shall employ existing storage and dosing equipment at the beginning of the Agreement term and replace the equipment as applicable throughout the Agreement term. Note: This requirement only pertains to existing Contractors who are currently contracted with the County to provide corrosion and odor control services.
- D. Contractor shall provide and utilize storage and dosing equipment that is compatible with the material being stored and pumped. All storage and dosing equipment provided and utilized by the Contractor to provide the Services under the Agreement shall be

compatible with the material being stored and pumped.

- E. Contractor shall provide and utilize storage and dosing equipment that meets all Manatee County, State of Florida, and Federal laws, rules, and regulations. All storage and dosing equipment provided and utilized by the Contractor to provide the Services under the Agreement shall meet all Manatee County, State of Florida, and Federal laws, rules, and regulations.
- F. Contractor shall provide storage tanks at all dosing locations that are 1000 gallon or greater size, based on the site and County requirements. All storage tanks shall be equipped with product level sensors that can be remotely monitored on a daily basis by the Contractor to ensure proper dosage is occurring. Evidence of improper dosing shall either trigger a site visit within 24 hours to fix or adjust the dosing pump(s), or a remote adjustment within four hours to the dosing pump(s). All dose systems shall be capable of remote shut down and start up by the Contractor of the dosing activity. Any existing equipment shall be equipped with remote shutdown capability within six months of award of the Agreement. Note: The County reserves the right to request that the Contractor upgrade or increase the storage capacity or the type of control system at any site at any time during the term of the Agreement.
- G. Contractor shall be responsible for installation and maintenance of the storage and delivery systems and all associated piping and appurtenances during the term of the Agreement.
- H. Contractor shall be responsible for obtaining all County required construction permits, drawings and schematics necessary for the installation of the storage and delivery system. All plans and schematics provided by the Contractor shall be stamped by a licensed engineer registered in the State of Florida.
- I. Contractor shall provide a minimum of one week of gas phase hydrogen sulfide monitoring each month for key corrosion and odor control points as shown in Exhibit 4 and modified throughout the Agreement term. Note: Due to the length of time treatment systems at most locations have been in place, pretreatment H₂S baseline levels are no longer available.
- J. Contractor shall provide routine scheduled service at intervals not exceeding 15 calendar days for any site and scheduled service visits shall include, at a minimum, the following:
 - 1. Control point gas phase hydrogen sulfide (H₂S) emissions.
 - 2. Control point wastewater dissolved sulfide, temperature, and pH measurement.
 - 3. Control point surface pH measurement.
 - 4. Scheduled preventative maintenance on storage tanks and dosing system as per manufacturer's recommendations.
 - 5. Chemical feed rate measurement and adjustment (if necessary).

- K. Contractor shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Manatee County Utilities Department. The County shall have final approval of ongoing corrosion/odor control planning and adjustment process as wastewater collection/treatment systems expand and as evaluation of the systems by the County continues.
- L. Contractor shall provide an organizational seminar regarding its services and introduce its staff members to the County representatives within 30 days of award of the Agreement.
- M. Contractor shall hold at least one yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least 30 days prior to each workshop as agreed to by the County.
- N. Contractor shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by Federal or State Governments.
- O. Contractor shall be fully responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the Contractor to protect the workers, public and County staff from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.
- P. Contractor shall be fully responsible for the operation of their vehicles and handling of all materials related to the corrosion and odor control services at all locations within the County.
- Q. Contractor shall inform the County of its planned work schedule to include delivery of chemical products and shall afford the County reasonable opportunity to observe and inspect the Contractor's work in progress.
- R. Contractor shall provide monthly reports to include complete system overview with total chemical usage, routine performance data collected (specified in B.05- I), and equipment repairs/maintenance performed for that month.
- S. Upon request by the County, Contractor shall provide the following services at no additional cost: Coordination and facilitation of meetings with County staff to update operational agreements to include, but not be limited to, protocols, training, system repairs, adjustments, targeted goals, and program oversight. Includes participation in meetings deemed necessary by the County to address corrosion/odor control program needs.
- T. Contractor shall be available to provide the Services 24 hours per day, seven days per week and

shall maintain adequate service technicians, chemicals, equipment, and supplies to be on site to respond to odor problems, equipment problems, and emergency situations as follows: same-day onsite response to standard requests and four-hour onsite response to emergency requests.

1.06 OPTION 2: MAGNESIUM HYDROXIDE – TECHNICAL REQUIREMENTS

- A. Contractor shall, based upon treatment and budgetary objectives established by the Utilities Department and as directed by the Utilities Department upon award of the Agreement, refine and adjust the existing corrosion/odor control program. Treatment strategies must emphasize prevention/minimization of hydrogen sulfide production in the system where practical (as opposed to treating for odor after hydrogen sulfide formation has occurred). The treatment program shall include, but not be limited to, expanding services to wastewater treatment plants and designated pumping stations.
- B. Contractor shall, at a minimum, meet the technical specifications identified in Table 2 shown below.

Table 2: Technical Specifications for Magnesium Hydroxide

	Typical	Maximum	Minimum
Slurry Basis:			
Mg(OH) ₂ contained lb./dry Gallon	7.9	8.0	7.8
Dry Solids Basis:			
MgO, wt. %	98.8	99.5	98.5
CaO, wt. %	0.6	0.8	
SiO ₂ , wt. %	.15	.35	
Fe ₂ O ₃ , wt. %	.10	.21	
Acid Insolubles, wt. %	.3	1.0	
Median Particle Size, Micron	3.0	5.0	1.0
Specific Surface Area, m ² /g	14	20	12
Acres/Gallon	3.21	3.5	3.0
Lbs. Alkalinity/Gallon, Equivalent CaCO ₃ /gallon	13.5	14.0	13.2
Caustic Magnesia Activity/Sec	200	250	
Timed Liquid/Solid Settrometer Test, Colloidal Suspension mL/48 hours	248.0	240.0	250.0
Stabilized Residual Test, Grams	1.0	4.0	
Caustic Soda (NaOH) Equivalent	1 lb. Equivalent to .73 lb. Mg(OH) ₂		
Soda Ash (Na ₂ CO ₃) Equivalent	1 lb. Equivalent to .55 lb. Mg(OH) ₂		
Physical Properties:			
Density, lbs./gal.	13.0	13.2	12.8
Solids, Weight Percent %	61.5	62.5	61.0
Viscosity, cps	150	300	100
% Passing -325 Mesh Sieve	99.6	100	99.0
Certifications:			
ISO 9001:2008 – ANSI/ISO/ASQ Q9001-2008 Certified Distribution, Sales, and Manufacture of periclase and technical grades of magnesium oxide and hydroxide products.			

1. Magnesium hydroxide slurry produced or derived from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime/calcium carbonate- enhanced versions of the former are not acceptable.
2. The magnesium hydroxide slurry must be produced and derived from highly reactive magnesium chloride brine that originates and is manufactured in the United States. The product quality shall be confirmed by a written analysis of all specifications listed and must include the International Standards Organization (ISO) certificate. Proof of origination shall require the Contractor to provide the written street address, city, state, zip code, contact name and contact telephone number at the manufacturing location address.

1.07 CONTRACTOR'S FEES

- A. Contractor's fees shall remain firm for a minimum of one year after execution of the Agreement. Any escalation in pricing thereafter will be solely based on the applicable Bureau of Labor Statistics Employment Cost Index (ECI) and/or the Producer Price Index (PPI) change for the most recent 12 month period.

END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE

This section identifies specific information which must be contained within the Proposal and the order in which such information must be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience, and capacity to perform the scope of services as stated in this Request for Proposals (RFP) and which Proposals best meet the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Proposals.

2.01 INFORMATION TO BE SUBMITTED

The contents of the Proposal must be organized and arranged with tabs in the same order as listed below and with the same tab numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate proposals are not requested or desired.

2.02 PROPOSAL FORMAT

A. FORMAT

For more information regarding submission of Proposals, refer to Section A.04, Submission of Proposals.

B. TAB 1 – INTRODUCTION

In Tab 1, Proposer shall provide the following:

1. A cover page that identifies the Proposer, the RFP by title, and the RFP number.
2. An introductory letter that describes your Proposal in summary form.
3. A table of contents.

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2, Proposer shall provide the information and documentation requested below that confirms Proposer meets the following minimum qualification requirements:

1. Proposer 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. Proposer and/or its subcontractor must have provided contracted corrosion and odor control services, similar in size and scope as described in this RFP, for at least two governmental clients in the state of Florida. The services must have been provided within the last five (5) years of the Due Date for submission of Proposals in response to this RFP. Proposer shall provide the following information for each qualifying client:

- a. Client company name**
- b. Client address**

- c. **Client contact name and title**
- d. **Client contact phone number**
- e. **Client contact email address**
- f. **Brief description of the services**
- g. **Duration dates of the services (start/end dates)**
- h. **Total dollar value of contract**
- i. **Number of lift stations**

3. Proposer is not on the Florida State Board of Administration Scrutinized List of Prohibited Companies.

No documentation is required. The County will verify.

4. Proposer is not on the Florida Suspended or Debarred Vendor List.

No documentation is required. The County will verify.

5. Proposer is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).

No documentation is required. The County will verify.

6. Proposer is not on the Florida Department of Transportation Contractor Suspended List.

No documentation is required. The County will verify.

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

Proposer must complete Form 3 and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.

8. If Proposer is submitting as a joint venture, Proposer 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 for submission of Proposals in response to this RFP.

If Proposer is a joint venture, Proposer must provide a copy of its approved filing with the Florida Department of Business and Professional Regulation.

9. Proposer has no reported conflicts of interest in relation to this RFP.

If Proposer has no reported conflicts of interest in relation to this RFP, Proposer must complete Form 4 and submit with its Proposal. If Proposer has

reported conflicts of interest in relation to this RFP, Proposer must provide a statement to that effect and disclose the name of any officer, director, or agent who is an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.

D. TAB 3 – FORMS

In Tab 3, Proposer shall provide the following completed and executed Forms:

1. Form 1, Acknowledgement of Addenda
2. Form 2, Proposal Signature Form
3. Form 3, Public Contracting and Environmental Crimes Certification
4. Form 4, Conflict of Interest Disclosure Form
5. Form 5, Non-Collusion Affidavit
6. Form 6, Truth-in-Negotiation Certificate
7. Form 7, Scrutinized Company Certification
8. Form 8, Insurance Statement
9. Form 9, Indemnity and Hold Harmless

E. TAB 4 - TRADE SECRETS

Pursuant to Section A.28, Trade Secrets, in Tab 4, Proposer shall identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable tab, from the portions of the Response that are not being declared as trade secret. Note: Responses cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

F. TAB 5 – STATEMENT OF ORGANIZATION

In Tab 5, Proposer shall provide the following:

1. Proposer's legal contracting name including any doing business as (dba) name.
2. Proposer's state of organization or incorporation.
3. Proposer's ownership structure of its company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation).
4. Proposer's Federal Identification Number.
5. A fully completed, signed, and dated copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office. Note: Local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas, or Sarasota counties. Proposer shall include the following:

- a. Address
 - b. City, State, Zip
 - c. Phone
 - d. Number of Years at Location
7. List of officers, owners, partners, or managers of Proposer's company. Include names, addresses, email addresses, and phone numbers.
 8. Supporting documentation from the certifying agent indicating Proposer is a certified Minority-Owned Business Enterprise, if applicable.
 9. Contact information for Proposer's primary and secondary representatives during the RFP process to include the following information:
 - a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address
 - e. City, State, Zip
 10. A brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, or employees is or has been involved within the last three (3) years.
 11. Details of any ownership changes to Proposer's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date for submission of Proposals in response to this RFP (e.g., mergers, acquisitions, changes in executive leadership).

G. TAB 6 – PROPOSER'S & TEAM'S EXPERIENCE

In Tab 6, Proposer shall provide the following:

1. Proposer's background, size, and years in business.
2. Proposer's experience in corrosion and odor control services for other government agencies, particularly those within Florida.
3. Information regarding experience and qualifications of Proposer's key staff to be assigned to the services. Include a resume for each with the name of the firms for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County.
4. If applicable, Proposer's subcontractors to accomplish the work. Include the company name, the name of the individuals to be assigned, and an overview of their experience and qualifications related to corrosion and odor control services.
5. Significant or unique accomplishments, recognition, or awards received by Proposer or its key personnel or subcontractors for previous similar services.
6. Proposer's expertise and experience in corrosion and odor control services.

7. Any additional information not previously requested which Proposer believes would assist the County in the evaluation of Proposer's experience to provide the required services.

H. TAB 7 – APPROACH

In Tab 7, Proposer shall provide the following:

1. Proposer's approach to providing the services and an explanation of how this approach meets County objectives and requirements as specified in Exhibit 1, Scope of Services.
2. Proposer's technical ability to perform all facets of the scope as defined in Exhibit 1, Scope of Services.
3. Proposer's ability and willingness to meet response times and budget requirements.
4. Proposer's methodology for engaging with County representatives in-the-course of performing the services.
5. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Proposer's proposed mitigation procedures for each item.
6. Proposer's approach to the following:
 - a. Managing project status and providing report/updates to the County.
 - b. Design of the corrosion and odor control system.
 - c. Bidding process for obtaining equipment and supplies.
 - d. Construction phase for installation of required equipment.
 - e. Design phase process checklist.
 - f. On-going project management. Include a process flow diagram.
7. The latest processes that Proposer is using, that are technically proven, and the most cost effective means possible for corrosion control.
8. The County is deeply committed to respecting the environment. Include a detailed description of Proposer's safety plan to control the environment of the work site during onsite operations.
9. Sample reports of odor and corrosion control analyses performed by Proposer.
10. Proposers are encouraged to propose the use of as many environmentally preferable, sustainable, green products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's environmental sustainability initiatives and any products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
11. A list, with written specifications for all products proposed to be used, including those to reduce hydrogen sulfide (H₂S), along with the chemical reaction formulas for each product. Include supporting evidence that each meets the minimum specifications listed in Exhibit 1, Scope of Services.
12. Specifications for all storage tanks, level monitoring systems, fittings, mixing systems, chemical feed pumps and controls, and additional material and/or

- equipment proposed for the County's services. Visual aids such as photos may be included with the equipment descriptions.
13. Describe the training to be provided to County staff to meet the requirements. Include details of how the training will be provided (e.g., on-site classroom, on-line with instructor, on-line self-paced). Provide examples of similar training plans utilized on other projects.
 14. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, supervision, and providing the services.
 - b. How Proposer physically plans on attending pre-scheduled meetings.
 - c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement.
 15. Any additional information not previously requested which Proposer believes would assist the County in the evaluation of Proposer's approach to provide the required services.

I. TAB 8 – ORGANIZATIONAL STRUCTURE & CAPACITY

In Tab 8, Proposer shall provide the following:

1. Proposer's staffing resources, at the location that will provide services to the County as well as corporately, by discipline and the number of personnel within each discipline.
2. An organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organizational diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
3. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
4. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a Proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
5. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
6. Proposer's current workload and any projected changes to the workload within the next six (6) months.
7. Any additional information not previously requested which Proposer believes would assist the County in the evaluation of Proposer's capacity to provide the required services.

J. TAB 9 – SIMILAR COMPLETED SERVICES

In Tab 9, Proposer shall provide the following:

A minimum of two (2), maximum of five (5) client references in which Proposer has provided corrosion and odor control services for. The services must be similar in size and scope as defined in this RFP. The services must have been provided within the last five (5) years of the Due Date for submission of Proposals in response to this RFP. Client references must be agreeable to responding to an inquiry by the County. Proposer shall provide the following information for each client reference:

1. Client company name
2. Client address
3. Client contact name and title
4. Client contact phone number
5. Client contact email address
6. Brief description of the services
7. Duration dates of the services (start/end dates)
8. Total dollar value of contract
9. Number of lift stations

NOTE: Proposer may utilize the same references as utilized in Tab 2, Minimum Qualification Requirements.

K. TAB 9 – FEE PROPOSAL

In Tab 9, Proposer shall provide the following:

1. Fee Form below for Option 1 and/or Option 2. Fees must be submitted as all inclusive to provide corrosion and odor control equipment and services in accordance with the requirements identified in Exhibit 1, Scope of Services and as set forth in this RFP. Proposer shall complete the Fee Form below for Option 1 and/or Option 2 in its entirety and submit with its Proposal. Proposer shall not edit the Fee Forms below.
2. In addition to the Fee Form below for Option 1 and/or Option 2, Proposer may submit its own fee proposal that includes all fees required to provide the services as described in Exhibit 1, Scope of Services.
3. Any additional information that would assist the County in the evaluation of Proposer's fee proposal to provide the required services in accordance with Exhibit 1, Scope of Services.

Note: Proposer's fees shall remain firm for a minimum of one year after execution of the Agreement. Any escalation in pricing thereafter will be solely based on the applicable Bureau of Labor Statistics Employment Cost Index (ECI) and/or Producer Price Index (PPI) change for the most recent 12 month period.

FEE FORM – OPTION 1: CALCIUM NITRATE

1. Proposer’s fees must be all inclusive. No other fees will be allowed. Manatee County doses approximately 370,000 gallons of Calcium Nitrate annually.
2. Provide Proposer’s fees for the proposed chemicals as follows:

Description	Unit of Measure	Unit Cost
Chemical, Calcium Nitrate	Gallon	\$ _____

3. Based upon the lift station information provided in this RFP, including the Exhibits, and the proposed services, provide Proposer’s estimated monthly cost for each chemical:

\$ _____ per month

4. Provide Proposer’s fees for the services as follows: Vapor Phase Systems

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	\$	\$	\$	\$
2	0-75	\$	\$	\$	\$
3	0-140	\$	\$	\$	\$
4	0-280	\$	\$	\$	\$
5	0-600	\$	\$	\$	\$
6	0-850	\$	\$	\$	\$
7	0-1150	\$	\$	\$	\$
8	0-1500	\$	\$	\$	\$
9	0-2000	\$	\$	\$	\$
10	0-3000	\$	\$	\$	\$
11	0-4000	\$	\$	\$	\$
12	0-5000	\$	\$	\$	\$
13	0-8000	\$	\$	\$	\$
14	0-12000	\$	\$	\$	\$
15	0-15000	\$	\$	\$	\$
16	0-18000	\$	\$	\$	\$
17	0-20000	\$	\$	\$	\$

Signature/Date: _____

Printed Name/Title: _____

Proposer (Company Name): _____

FEE FORM – OPTION 2: MAGNESIUM HYDROXIDE

1. Proposer’s fees must be all inclusive. No other fees will be allowed. Manatee County doses approximately 600,000 gallons of Magnesium Hydroxide annually.

2. Provide Proposer’s fees for the proposed chemicals as follows:

Description	Unit of Measure	Unit Cost
Chemical, Magnesium Hydroxide	Gallon	\$ _____

Signature/Date: _____

Printed Name/Title: _____

Proposer (Company Name): _____

END OF EXHIBIT 2

EXHIBIT 3, LIFT STATION LOCATIONS AND CAPACITY

LIFT STATION NAME	RTU	ADDRESS	CITY	PUMP CAPACITY GPM (gallons per minute)
Parrish Master	999	12110 Erie Road	Parrish	4200
N7A	554	2889 16th Ave E	Palmetto	315
West Memphis	557	2279 2nd Ave W	Palmetto	100
Memphis Road	534	1721 17th Street E	Palmetto	775
Plantation Bay	514	625 25th Drive E	Ellenton	735
Tidevue 4 Master	533	1355 41st Ave E	Ellenton	1629
Oak Creek	568	5910 37th Street E	Ellenton	170
Colony Cove 6	522	162 Colony Drive N	Ellenton	1100
Colony Cove 8	524	7100 Lakeshore Dr	Ellenton	250
Twin Rivers 1	595	3825 Twin Rivers Trail	Parrish	675
Chelsea Oaks	598	12495 30th Street E	Parrish	315
River Woods	569	3202 Riverwoods Drive	Parrish	264
River Wilderness 4	532	11721 Old Tampa Rd	Parrish	500
River Plantation	806	12600 22nd Ct E	Parrish	235
Oakleaf Hammock 2	841	4922 72 Terrace	Ellenton	236
Thousand Oaks	516	8001 55th Street E	Palmetto	373
N5A	537	619 45th Ave E	Ellenton	124
N6B	553	755 33rd Street W	Palmetto	430
N2B	548	326 47th Street W	Palmetto	1000
N5B	552	8818 Bayshore Road	Palmetto	600
NSK2	562	410 Terra Ceia Road	Terra Ceia	210
N4B	550	1211 72nd Street E	Palmetto	1080
N1C	546	3800 Erie Road	Parrish	1460
N1H	513	11220 US41 North	Palmetto	500
N1B Master	549	2888 69th Ct E	Palmetto	1400
Manatee County Jail	565	14470 Harlee Road	Palmetto	200
Waterford	593	5203 Lakehurst Ct	Palmetto	113
Parc Imperial	577	6150 Bobby Jones Road	Palmetto	150
Artisan Lakes MLS	838	9760 Gillet Road	Palmetto	2042
Rye Road Master	892	156 Rye Road	Bradenton	695
Pope Road Master	683	12405 44th Ave E	Bradenton	5500
Southeast Master	677	14700 The Masters Ave	Bradenton	1300
Lakewood Repump	603	8155 Lakewood Ranch Blvd.	Bradenton	1224

Lakewood Ranch Town Cntr 4	604	7540 Town Center Parkway	Bradenton	381
Bridgewater	623	13408 Bridgeport Crossing	Bradenton	225
Arnold Palmer Green 2	626	7533 Arnold Palmer Green	Bradenton	390
University Common	639	3880 84th Ave Cir E	Bradenton	220
Legacy 10	660	7955 Legacy Blvd	Bradenton	974
Legacy 13	662	8425 Legacy Blvd	Bradenton	418
Greenbrook 2	620	13324 Adventure Place	Bradenton	300
Lakewood Ranch Riverwalk	602	7035 Honeysuckle Trail	Bradenton	1427
Lakewood Ranch Master	362	11600 Clubhouse Drive	Bradenton	1520
River Club 5	364	7515 River Club Blvd	Bradenton	160
Linger Lodge	325	7030 85th Sreet CT E	Bradenton	250
Braden Woods	326	6712 99th Street E	Bradenton	750
University Park	483	6926 Langley Place	Bradenton	500
Country Oaks	462	8202 Cypress Lake Drive	Sarasota	309
41A	454	5195 Whitfield Ave	Bradenton	2000
Tara 4	351	6311 Stone River Road	Bradenton	90
Tara 5	354	6514 Turner Gap Road	Bradenton	125
Tara 6	613	7406 Tara Preserve Lane	Bradenton	400
Tara 20 Master	323	7211 Stone River Road	Bradenton	2000
Mill Creek 4	374	811 137th Street NE	Bradenton	467
Mill Creek 2	358	13407 2nd Ave NE	Bradenton	95
Greyhawk Landings 1	618	1004 Brambling Ct	Bradenton	249
Greyhawk Landings 3	637	12407 Daisy Place	Bradenton	343
Missionary Village	329	1201 117th Street E	Bradenton	930
Waterlefe 1	394	10335 Wwaterlefe Ave	Bradenton	498
Upper Manatee River Road	330	1010 Upper Man. River Rd	Bradenton	920
Gates Creek	335	11312 3RD ACE. E.	Bradenton	400
Heritage Harbor 8	674	8804 River Preserve Drive	Bradenton	242
Heritage Harbor 9	667	320 River Enclave Ct	Bradenton	418
Heritage Harbor 6	647	9047 Stone Harbor Loop	Bradenton	124
Heritage Harbor 12	609	6830 Grand Estuary Trail	Bradenton	215
Heritage Harbor Master	640	7299 Montauk Point Crossing	Bradenton	1654
Kay Road	328	900 Kary Road	Bradenton	200
Riverdale 1	332	412 43rd Street Blvd E	Bradenton	466
Rye Wilderness 1	634	3441 Brookridge Lane	Parrish	200
Manatee Palms 1	313	115 Kay Road	Bradenton	700
Palm Aire 3	443	7583 Whitfield Ave	Bradenton	1000
Peridia 1	476	5050 Peridia Blvd E	Bradenton	700
Sonoma	678	5329 Napa Drive	Bradenton	138
Country Meadows	657	318 Country Meadows Way	Bradenton	294

38A	427	5519 24th Street E	Bradenton	340
Henson Industrial Park	430	2821 62nd Ave E	Bradenton	140
40A	429	3550 63rd Ave E	Bradenton	750
301 Park of Commerce	311	2315 58th Ave E	Bradenton	105
Sabal Cove	470	5340 33rd Street E	Bradenton	935
Sabal Harbor 1	386	4503 Sabal Key Drive	Bradenton	550
39A Master	428	5621 39th Sreet E	Bradenton	2300
Braden River High School	649	5265 60th Street E	Bradenton	420
Bayshore Yacht Basin	101	6805 26th Street West	Bradenton	950
12A Master	139	2007 Bay Drive	Bradenton	3000
El Conquistador 1	104	3790 El. Conquistador Pkwy	Bradenton	800
Samoset 4	340	1919 15th St E	Samoset	100
Samoset 5	341	2206 26th Ave E	Samoset	450
Samoset 1	308	1801 34th Ave E	Samoset	1150
30EE	333	3831 11th Street E	Bradenton	125
42A	431	1560 60th Ave Dr E	Bradenton	200
20A	433	5932 12th Street E	Bradenton	651
13A Master	408	112 63rd Ave E	Bradenton	3319
33A	238	3250 26th Street W	Bradenton	400
34A	239	4006 24th Street W	Bradenton	963
26A	418	800 Orlando Ave	Bradenton	780
31A	126	1710 47th Ave Drive W	Bradenton	1542
Wildwood Springs 2	115	3985 Oakview Drive	Bradenton	190
23AA	411	1203 51st Avenue Dr W	Bradenton	250
27A Master	138	2484 53rd Ave W	Bradenton	2950
30AA	248	4602 34th St W	Bradenton	1000
#12	65	501 Magnolia Ave	Anna Maria	600
#11	64	8501 Gulf Dr	Holmes Beach	1000
#7	62	6900 Holmes Blvd	Holmes Beach	800
5 Master	71	4150 Gulf Drive	Holmes Beach	1830
2C	57	2301 Ave C	Bradenton	400
#1	54	111 6th Street S	Bradenton Beach	300
1M Master	203	8720 44th Ave W	Bradenton	3393
The Loop	147	9400 17th Ave NW	Bradenton	210
9D	226	6504 5th Ave NW	Bradenton	1000
Perico Island	207	407 107th Ct W	Bradenton	165
Flamingo Cay	208	10301 Manatee Ave W	Bradenton	320
1D Master	237	1806 51st Street W	Bradenton	2609
Glenn Lakes	119	5005 47th Street W	Bradenton	300
12D	221	7830 Desoto Memorial Dr	Bradenton	500

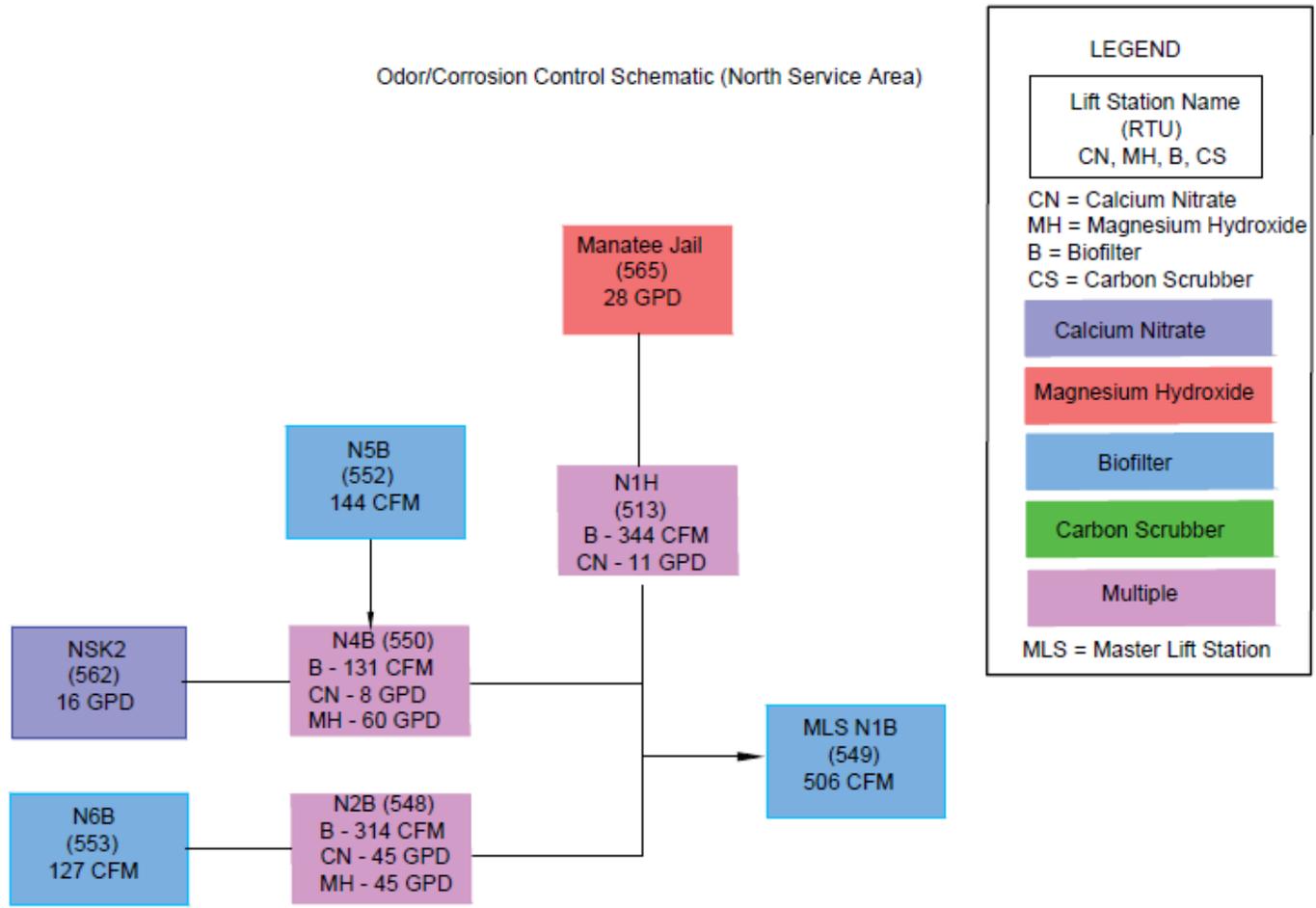
15D	218	1001 Palma Sola Blvd	Bradenton	600
19D	217	2314 Palma Sola Blvd	Bradenton	207
8D	225	6700 9th Ave NW	Bradenton	750
37A	302	800 39th Ave W	Bradenton	480
Manatee Woods	319	3600 3rd Street E	Bradenton	133
9A	436	1160 Rome Ave	Bradenton	225
6A	136	7678 West Moreland Dr	Bradenton	453
17A	404	816 63rd Ave W	Bradenton	195
32AA	334	509 28th Ave W	Bradenton	200
#15	67	420 North Bay Blvd	Anna Maria	250

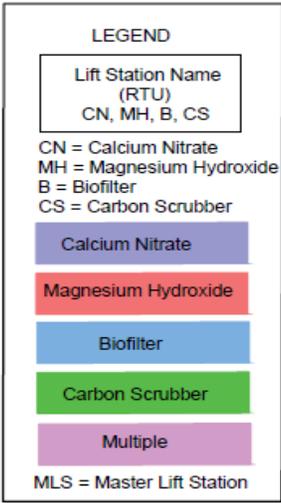
END OF EXHIBIT 3

EXHIBIT 4, SERVICE AREA SCHEMATICS

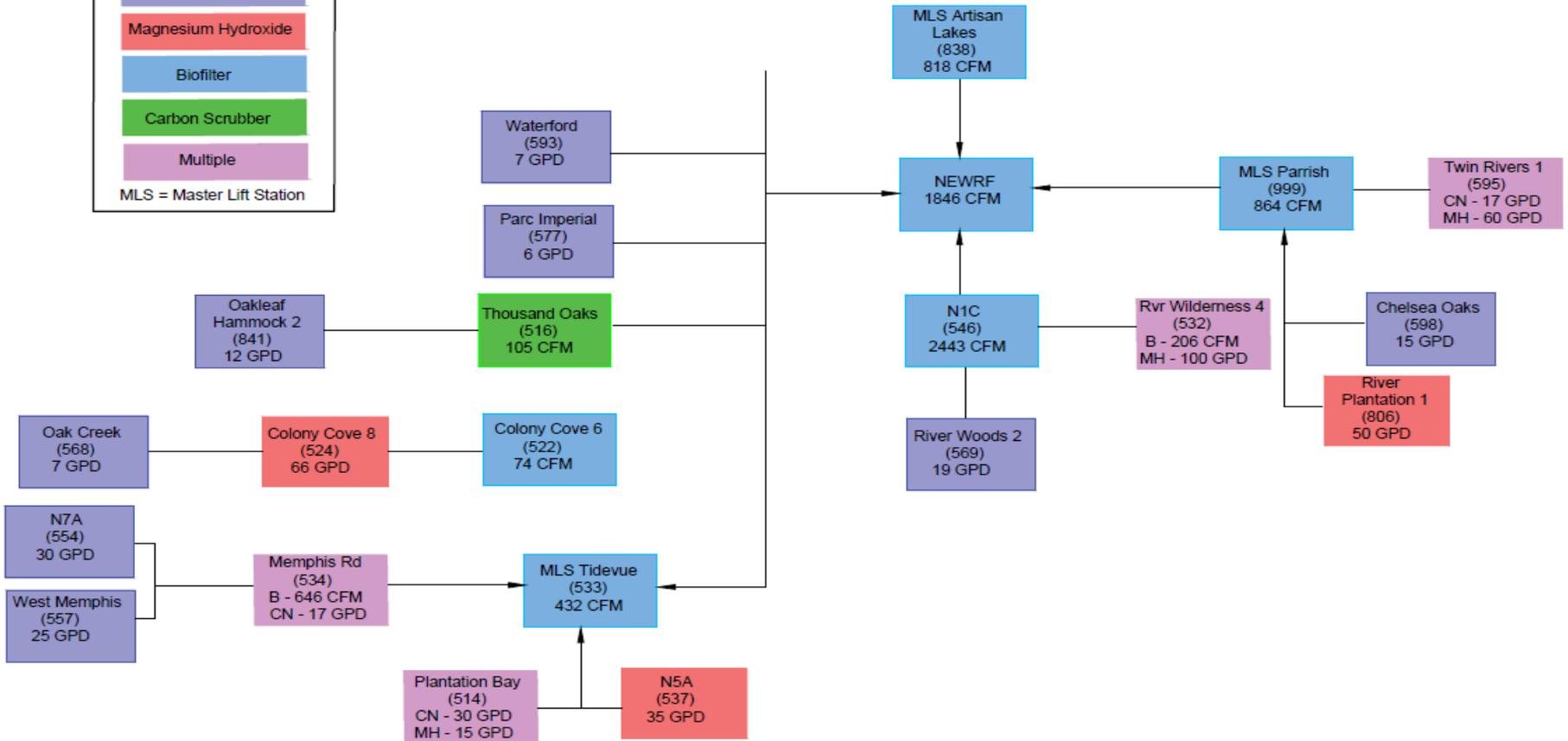
Please note that these charts do not geographically represent the wastewater system. It is only used to show a simple flow diagram and what products are used at each location.

Odor/Corrosion Control Schematic (North Service Area)

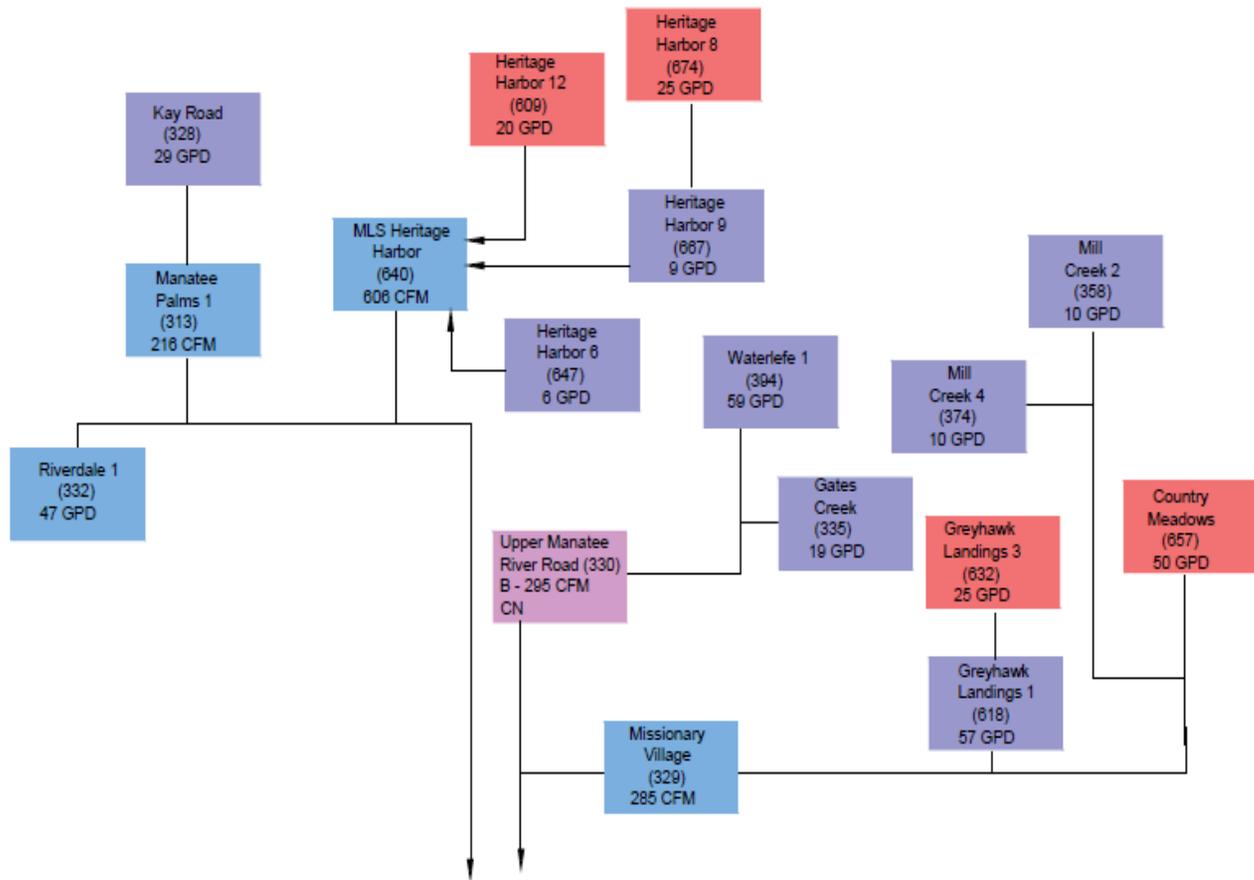




Odor/Corrosion Control Schematic (North Service Area) Continued



Odor/Corrosion Control Schematic (Southeast Service Area)



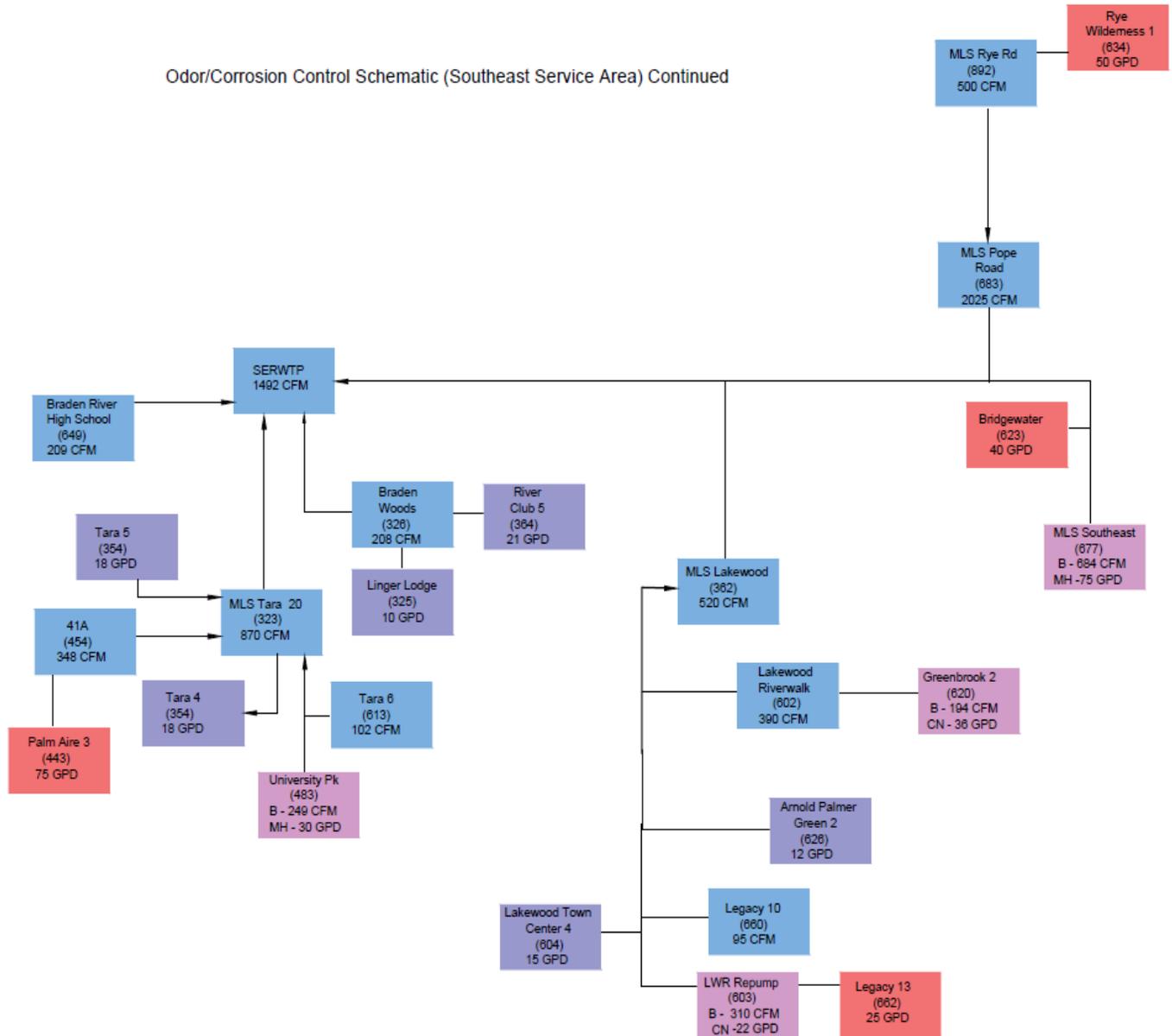
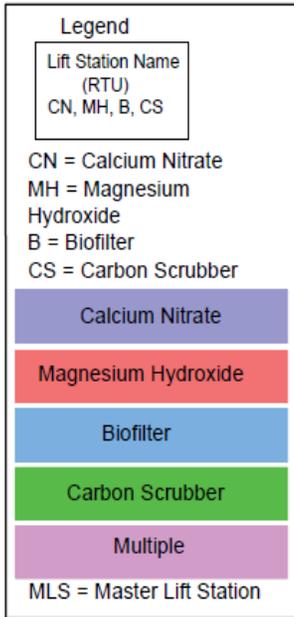
Legend

Lift Station Name (RTU) CN, MH, B, CS
--

CN = Calcium Nitrate
 MH = Magnesium Hydroxide
 B = Biofilter
 CS = Carbon Scrubber

Calcium Nitrate
Magnesium Hydroxide
Biofilter
Carbon Scrubber
Multiple
MLS = Master Lift Station

Odor/Corrosion Control Schematic (Southeast Service Area) Continued



Odor/Corrosion Control Schematics (Southwest Service Area)

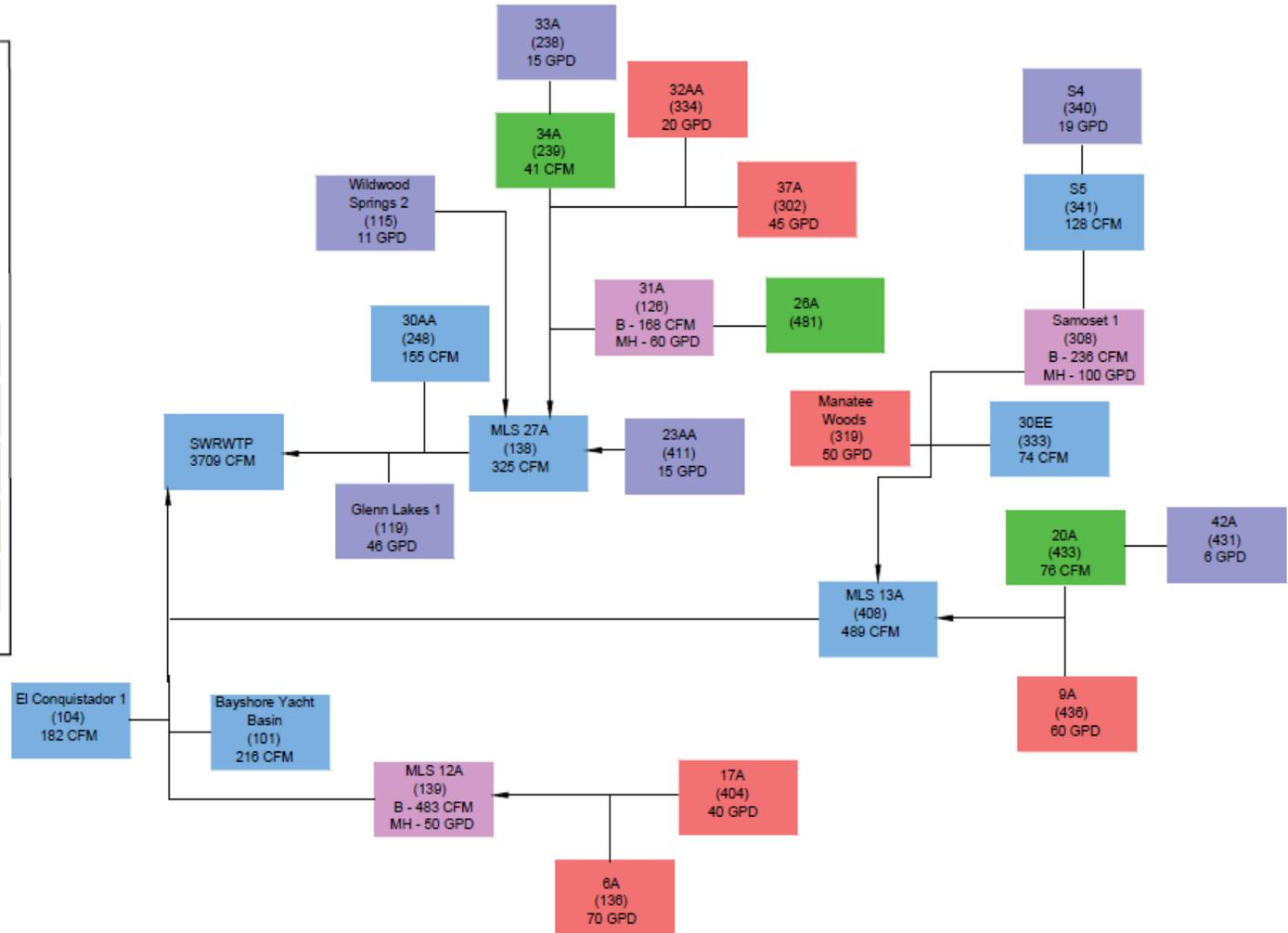
Legend

Lift Station Name (RTU)
CN, MH, B, CS

CN = Calcium Nitrate
MH = Magnesium Hydroxide
B = Biofilter
CS = Carbon Scrubber

Calcium Nitrate
Magnesium Hydroxide
Biofilter
Carbon Scrubber
Multiple

MLS = Master Lift Station



END OF EXHIBIT 4

EXHIBIT 5, ODOR AND CORROSION CONTROL PROGRAM REPORT



January 16, 2024

Mr. Erik Gibson
Utilities Superintendent
Lift Stations Division
5101 65th Street
Bradenton, FL 34210
E-mail: erik.gibson@mymanatee.org

Re: **Odor & Corrosion Control Program Report
December 2023**

Dear Erik:

Evoqua values your business and we thank you for the opportunity to assist Manatee County with addressing wastewater odor and corrosion issues. For your review, the following is our report which summarizes the program for the month.

We analyze all odor and corrosion control points in your system once per month. Attached you will find complete data tables showing all data collected during the month. Any sites that were found to be out of compliance with your treatment goals have been hi-lighted on the data tables and are discussed here:

Control Point Evaluation – “Exception Report”

North County Area:

- MEMPHIS RD – Wetwell H₂S 27/78 ppm avg/peak. Over 20/50 ppm avg/peak goal.
 - TV4 – Wetwell H₂S 43/230 ppm avg/peak. Over 20/50 ppm avg/peak goal.
 - N1B – Wetwell H₂S 37/164 ppm avg/peak. Over 20/50 ppm avg/peak goal.
- PARRISH MLS – Inlet MH H₂S 93/277 ppm avg/peak. Over 20/50 ppm avg/peak goal.

Southeast County Area:

- POPE RD – Wetwell H₂S 40/187 ppm avg/peak. Over 20/50 ppm avg/peak goal.
- SOUTHEAST MLS – Wetwell H₂S 188/572 ppm avg/peak. Over 20/50 ppm avg/peak goal.
- LWR MLS – Wetwell H₂S 40/248 ppm avg/peak. Over 20/50 ppm avg/peak goal. 9 mg/l DS
- BRADEN WOODS – Odor Complaints. Found cap off drain line and top cover before the carbon unit.
 - MILL CREEK 1 – DS 4 mg/l. Mill Creek 2 was feeding properly. Will watch trend.
- MISSIONARY VILLAGE – Wetwell H₂S 26/165 ppm avg/peak. Over 20/50 ppm avg/peak goal.
 - HERITAGE HARBOR – Wetwell H₂S 15/65 ppm avg/peak. Over 20/50 ppm avg/peak goal.
 - MANATEE PALMS – Wetwell H₂S 7/81 ppm avg/peak. Over 20/50 ppm avg/peak goal.
- SABAL COVE FM ARV – DS 14 mg/l. Sabal Cove & Commerce Park were feeding properly. Will watch trend.
 - 39A – Wetwell H₂S 24/89 ppm avg/peak. Over 20/50 ppm avg/peak goal.

2650 Tallevast Road
Sarasota, FL 34243

Tel: (941) 355-2971
Fax: (941) 351-4756

www.evoqua.com

Southwest County Area:

- 12A – Wetwell H₂S 22/82 ppm avg/peak. Over 20/50 ppm avg/peak goal.
- SAMOSET 1 – DS 3 mg/l. Samoset 4 was feeding properly. Will watch trend.
- 13A – Wetwell H₂S 54/153 ppm avg/peak. Over 20/50 ppm avg/peak goal.
- 27A – Wetwell H₂S 45/96 ppm avg/peak. Over 20/50 ppm avg/peak goal.
- 1M – Wetwell H₂S 91/385 ppm avg/peak. Over 20/50 ppm avg/peak goal.
- 1D – Wetwell H₂S 17/103 ppm avg/peak. Over 20/50 ppm avg/peak goal.

Thanks again for your business, Erik, and please let us know if there is any way that we can improve our service. If you have any questions or comments, please contact me at (941) 320-5828.

Sincerely,

Eric Hansen

Evoqua Water Technologies LLC

cc: Ryan Hansen, Evoqua

Manatee County Monthly Report December 2023

North County



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

NSK2 - 562

562 TERRA CEIA RD, TERRA CEIA, FL

DOSING SITE SURVEYS

Date	Comments
12/18/2023	Survey Skipped: Equipment deactivated

SAMPLE POINT: N1H Wet Well

11220 US 41 N, Palmetto, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	04:50 pm	8.46	72° F	14 mg/L	24 PPM	0 mg/L	
<div style="display: flex; justify-content: space-between;"> H2S Level Min: 0.00 Max: 2.00 Avg: 0.00 Temperature Min: 41.00 Max: 87.80 Avg: 64.4 </div>							

TV 4 MASTER

N7A (RTU #554)

2889 16th Ave E, Palmetto, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/06/2023		Bioxide	34.8	1225	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N

12/01/2023 through 12/31/2023

WEST MEMPHIS (M-1)

2279 2 AVE W, PALMETTO, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/08/2023		Bioxide	13.0	605	

SAMPLE POINT: W. Memphis Discharge MH

1208 17th St. E., Palmetto, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/08/2023	09:35 am	8.14	80° F	0 mg/L	1 PPM	4 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

MEMPHIS RD (RTU #534)

1723 Memphis Rd, Palmetto, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	10:25 am	2.09	646 CFM	17	0	100	1,523 GPD	

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/06/2023		Bioxide	17.0	570	

SAMPLE POINT: Memphis Road Wet Well

1721 17th St. E, Palmetto, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	10:25 am	7.59	74° F	0 mg/L	17 PPM	10 mg/L	

12/01 12 AM
12/01 10 PM
12/02 9 PM
12/03 7 PM
12/04 6 PM
12/05 4 PM
12/06 3 PM
12/07 2 PM
12/08 12 PM
12/09 11 AM
12/10 9 AM
12/11 8 AM
12/12 7 AM
12/13 5 AM
12/14 4 AM
12/15 2 AM
12/16 1 AM
12/17 10 PM
12/18 9 PM
12/19 7 PM
12/20 6 PM
12/21 4 PM
12/22 3 PM
12/23 2 PM
12/24 12 PM
12/25 11 AM
12/26 9 AM
12/27 8 AM
12/28 6 AM
12/29 5 AM
12/30 4 AM
12/31 2 AM

H2S Level Min: 3.00 Max: 78.00 Avg: 27.52

Temperature Min: 46.00 Max: 687.00 Avg: 162.6



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

PLANTATION BAY (RTU #514)

625 25th Dr E, Ellenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/06/2023		Bioxide	32.6	930	

SAMPLE POINT: Popi's Place ARV

Approx. 3900 9th St. East, Ellenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	NO3	Comments
12/06/2023	04:50 pm	8.56	76° F	7 mg/L	0 mg/L	

SAMPLE POINT: TV4 (TIDEVUE #4 MASTER) (RTU #533) Inf MH

1355 41st Ave E, Ellenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	09:05 am	8.28	73° F	1 mg/L	10 PPM	0 mg/L	

12/01 12 AM
12/01 10 PM
12/02 9 PM
12/03 7 PM
12/04 6 PM
12/05 4 PM
12/06 3 PM
12/07 2 PM
12/08 12 PM
12/09 11 AM
12/10 9 AM
12/11 8 AM
12/12 7 AM
12/13 5 AM
12/14 4 AM
12/15 2 AM
12/16 1 AM
12/16 11 PM
12/17 10 PM
12/18 9 PM
12/19 7 PM
12/20 6 PM
12/21 4 PM
12/22 3 PM
12/23 2 PM
12/24 12 PM
12/25 11 AM
12/26 9 AM
12/27 8 AM
12/28 6 AM
12/29 5 AM
12/30 4 AM
12/31 2 AM

H2S Level Min: 1.00 Max: 230.00 Avg: 43.06

Temperature Min: 45.00 Max: 99.00 Avg: 66.8



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

TV4 (TIDEVUE #4 MASTER) (RTU #533)

1312 41st Ave E, Ellenton, FL

BIOFILTER SURVEYS								
Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	09:05 am	2.19	432 CFM	20	0	100	2,252 GPD	

SAMPLE POINT: TV4 (TIDEVUE #4 MASTER) (RTU #533) Inf MH

1355 41st Ave E, Ellenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	09:05 am	8.28	73° F	1 mg/L	10 PPM	0 mg/L	

12/01 12 AM
12/01 10 PM
12/02 9 PM
12/03 7 PM
12/04 6 PM
12/05 4 PM
12/06 3 PM
12/07 2 PM
12/08 12 PM
12/09 11 AM
12/10 9 AM
12/11 8 AM
12/12 7 AM
12/13 5 AM
12/14 4 AM
12/15 2 AM
12/16 1 AM
12/16 11 PM
12/17 10 PM
12/18 9 PM
12/19 7 PM
12/20 6 PM
12/21 4 PM
12/22 3 PM
12/23 2 PM
12/24 12 PM
12/25 11 AM
12/26 9 AM
12/27 8 AM
12/28 6 AM
12/29 5 AM
12/30 4 AM
12/31 2 AM

H2S Level Min: 1.00 Max: 230.00 Avg: 43.06

Temperature Min: 45.00 Max: 99.00 Avg: 66.8



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N

12/01/2023 through 12/31/2023

CC 6

OAK CREEK (RTU 568)

5910 37TH STREET EAST, ELLENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/06/2023		Bioxide	9.9	260	

SAMPLE POINT: CC8 INFLUENT MANHOLE

7100 Lakeshore Drive, Ellenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/06/2023	11:20 am	8.33	77° F	0 mg/L	0 PPM	15 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
 12/01/2023 through 12/31/2023

CC6 (RTU 522)

7498 N. US-301, ELLENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/18/2023	05:05 pm	2.24	74 CFM	40	0	100	248 GPD	
<p align="center"> 12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 2 AM 12/16 1 AM 12/16 11 PM 12/17 10 PM 12/18 9 PM 12/19 7 PM 12/20 6 PM 12/21 4 PM 12/22 3 PM 12/23 2 PM 12/24 12 PM 12/25 11 AM 12/26 9 AM 12/27 8 AM 12/28 6 AM 12/29 5 AM 12/30 4 AM 12/31 2 AM </p>								
				H2S Level Min: 0.00 Max: 0.00 Avg: 0.00		Temperature Min: 44.00 Max: 89.00 Avg: 65.1		



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

N1-C

RIVER WOODS / RW2 (RTU #569)

11547 30th Cv E, Parrish, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/06/2023		Bioxide	18.0	575	

SAMPLE POINT: RW1 LS

3202 Riverwoods Drive, PARRISH, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/06/2023	10:35 am	8.17	78° F	0 mg/L	0 PPM	0 mg/L	

RW4 (RIVER WILDERNESS #4) (RTU #532)

11721 OLD TAMPA RD., PARRISH, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/13/2023	01:05 pm	2.02	206 CFM	36	0	100	395 GPD	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
 12/01/2023 through 12/31/2023

N1C (RTU #546)

3800 ERIE ROAD, PARRISH, FL

BIOFILTER SURVEYS								
Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/13/2023	02:50 pm	2.29	2443 CFM	65	0	100	6,606 GPD	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>H2S Level Min: 0.00 Max: 0.00 Avg: 0.00</p> </div> <div style="width: 45%;"> <p>Temperature Min: 48.00 Max: 91.00 Avg: 66.5</p> </div> </div>								



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

THOUSAND OAKS

OAKLEAF 2 PS (RTU 841)

4922 72nd Ter E, Ellenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/06/2023		Bioxide	19.3	450	

SAMPLE POINT: THOUSAND OAKS PS

8001 55th St E, Palmetto, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/18/2023	04:35 pm	8.11	76° F	0 mg/L	1 PPM	3.5 mg/L	

Thousand Oaks (RTU 516)

8001 55th St E, Palmetto, FL

CARBON SCRUBBER SURVEYS

Date	Time	Serial #	Airflow	H2S Inlet	H2S Port #1	H2S Port #2	H2S Port #3	H2S Outlet	Comments
12/18/2023	04:35 pm	1	105	1	0	0	0	0	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

N1-B

N6B (RTU #553)

755 33RD STREET W, PALMETTO, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	10:45 am	2.07	127 CFM	8	0	100	254 GPD	

N2B (RTU #548)

326 47th St W, Palmetto, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	09:55 am	2.43	314 CFM	40	0	100	25 GPD	

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/20/2023		Bioxide	46.7	760	

SAMPLE POINT: N1B N MH 10942

2903 69th st e, Palmetto, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	03:55 pm	8.45	73° F	5.5 mg/L	8 PPM	0 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

N5B (RTU #552)

8818 Bayshore Rd, Palmetto, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	04:20 pm	2.09	144 CFM	6	0	100	47 GPD	

N4B (RTU #550)

1211 72nd St E, Palmetto, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	09:00 am	2.38	131 CFM	10	0	100	374 GPD	

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/20/2023		Bioxide	6.6	650	

JAIL / STOCKADE

14470 Harlee Rd, Palmetto, FL

DOSING SITE SURVEYS

Date	Comments
12/18/2023	Survey Skipped: Equipment deactivated



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

N1H (RTU #513)

11010 S Tamiami Trail, Palmetto, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	04:50 pm	2.07	344 CFM	24	0	100	458 GPD	

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/19/2023		Bioxide	10.2	250	

SAMPLE POINT: N1B N MH 10942

2903 69th st e, Palmetto, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	03:55 pm	8.45	73° F	5.5 mg/L	8 PPM	0 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

N1B (RTU #549)

2903 69th Ct E, Palmetto, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	02:50 pm	2.11	506 CFM	17	0	100	2,816 GPD	
<div style="display: flex; justify-content: space-between;"> H2S Level Min: 2.00 Max: 164.00 Avg: 37.82 Temperature Min: 46.00 Max: 95.00 Avg: 67.3 </div>								

SAMPLE POINT: N1B S MH 10946

2903 69th Ct E, Palmetto, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	03:30 pm	8.03	75° F	4 mg/L	0 PPM	0 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

FAIRWAY IMPERIAL

WATERFORD LS (RTU 593)

7810 Middlesex Dr, Palmetto, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/19/2023		Bioxide	7.7	550	

PARC IMPERIAL LS (RTU 577)

6150 Bobby Jones Ct, Palmetto, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/19/2023		Bioxide Plus 71	4	65	

SAMPLE POINT: FAIRWAY IMPERIAL LS

6365 Bobby Jones Ct, Palmetto, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	01:55 pm	7.71	76° F	2 mg/L	18 PPM	2 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

ARTISAN LAKES MASTER

ARTISAN LAKES (RTU 838)
9760 GILLET RD., PALMETTO, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	12:45 pm	2.18	818 CFM	46	0	100	1,742 GPD	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

PARRISH MASTER

CHELSEA OAKS (RTU 598)

2905 124th Ave E, Parrish, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/06/2023		Bioxide	15	465	

SAMPLE POINT: Parrish Master WW

12110 Erie Road, Parrish, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/18/2023	01:05 pm	8.39	78° F	25 mg/L	0 PPM	0 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
 12/01/2023 through 12/31/2023

PARRISH MASTER

12110 Erie Rd, Parrish, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/18/2023	01:05 pm	2.09	864 CFM	102	0	100	833 GPD	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>H2S Level Min: 13.00 Max: 277.00 Avg: 93.44</p> </div> <div style="width: 45%;"> <p>Temperature Min: 43.00 Max: 101.00 Avg: 66.8</p> </div> </div>								



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

TWIN RIVERS #1 (RTU #595)

3825 Twin Rivers Trl, Parrish, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/06/2023		Bioxide	19	3270	

SAMPLE POINT: Parrish Master WW

12110 Erie Road, Parrish, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/18/2023	01:05 pm	8.39	78° F	25 mg/L	0 PPM	0 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
12/01/2023 through 12/31/2023

NC WRF

NORTH COUNTY WRF (RTU 860)
8500 69th St E, Palmetto, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/18/2023	03:10 pm	2.18	1846 CFM	60	0	100	15,120 GPD	
<p align="center"> 12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 2 AM 12/16 1 AM 12/16 11 PM 12/17 10 PM 12/18 9 PM 12/19 7 PM 12/20 6 PM 12/21 4 PM 12/22 3 PM 12/23 2 PM 12/24 12 PM 12/25 11 AM 12/26 9 AM 12/27 8 AM 12/28 6 AM 12/29 5 AM 12/30 4 AM 12/31 2 AM </p>								
				H2S Level Min: 21.00 Max: 296.00 Avg: 98.18		Temperature Min: 49.00 Max: 90.00 Avg: 66.9		

CARBON SCRUBBER SURVEYS

Date	Time	Serial #	Airflow	H2S Inlet	H2S Port #1	H2S Port #2	H2S Port #3	H2S Outlet	Comments
12/18/2023	04:05 pm	W2T379959	152	0	0	0	0	0	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee N
 12/01/2023 through 12/31/2023

Chemical Delivery Summary

Bioxide Deliveries						
Site	Capacity	Delivery Date	Begin Level	End Level	Gallons Delivered	Total
N2B (RTU #548)	1550	12/04/2023	198	1,050	852	852
PLANTATION BAY (RTU #514)	1035	12/04/2023	450	950	500	
		12/18/2023	490	1,035	545	1,045
WATERFORD LS (RTU 593)	550	12/04/2023	118	550	432	432
Bioxide Total:						2,329
Grand Total:						2,329



Manatee County Monthly Report December 2023 Southeast County



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

RYE ROAD MASTER (RTU 892)

212 N RYE RD NE, BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	03:15 pm	2.24	500 CFM	8	0	100	218 GPD	

SAMPLE POINT: LWR Repump Wet Well

8165 Lakewood Ranch Blvd, Lakewood Ranch, FL

Date	Time	pH	ORP	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments	
12/14/2023	10:00 am	8.11	0	82° F	10 mg/L	97 PPM	5 mg/L		
<div style="display: flex; justify-content: space-between; font-size: small; color: gray;"> 12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 2 AM 12/16 1 AM 12/17 11 PM 12/18 10 PM 12/19 9 PM 12/20 7 PM 12/21 4 PM 12/22 3 PM 12/23 2 PM 12/24 12 PM 12/25 11 AM 12/26 9 AM 12/27 8 AM 12/28 6 AM 12/29 5 AM 12/30 4 AM 12/31 2 AM </div>									
				H2S Level Min: 0.00 Max: 1.00 Avg: 0.53					Temperature Min: 48.20 Max: 89.60 Avg: 66.3

POPE ROAD MASTER



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
 12/01/2023 through 12/31/2023

POPE ROAD (RTU 683)
 12405 44TH AVE. E., BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	02:25 pm	1.91	2025 CFM	40	0	100	4,579 GPD	
<p>12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 2 AM 12/16 1 AM 12/16 11 PM 12/17 10 PM 12/18 9 PM 12/19 7 PM 12/20 6 PM 12/21 4 PM 12/22 3 PM 12/23 2 PM 12/24 12 PM 12/25 11 AM 12/26 9 AM 12/27 8 AM 12/28 6 AM 12/29 5 AM 12/30 4 AM 12/31 2 AM</p>								
H2S Level Min: 12.00 Max: 187.00 Avg: 40.69				Temperature Min: 46.00 Max: 89.00 Avg: 65.6				



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
 12/01/2023 through 12/31/2023

SOUTHEAST MASTER (RTU 677)

14705 The Masters Ave, Lakewood Ranch, FL

BIOFILTER SURVEYS								
Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/06/2023	09:15 am	2.06	684 CFM	192	0	100	948 GPD	
12/06/2023	02:20 pm	2.06	684 CFM	192	0	100	948 GPD	
<div style="display: flex; justify-content: space-between; font-size: small; color: gray;"> 12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 2 AM 12/16 1 AM 12/16 11 PM 12/17 10 PM 12/18 9 PM 12/19 7 PM 12/20 6 PM 12/21 4 PM 12/22 3 PM 12/23 2 PM 12/24 12 PM 12/25 11 AM 12/26 9 AM 12/27 8 AM 12/28 6 AM 12/29 5 AM 12/30 4 AM 12/31 2 AM </div>								
H2S Level Min: 14.00 Max: 572.00 Avg: 188.06				Temperature Min: 48.20 Max: 96.80 Avg: 68.4				



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

LAKWOOD MASTER

LWR REPUMP (RTU 603)
8165 Lakewood Ranch Blvd, Lakewood Ranch, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/14/2023	10:00 am	2.09	310 CFM	44	0	100	833 GPD	

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/14/2023		Bioxide	22	1050	

SAMPLE POINT: Lakewood Ranch Master Wet Well
11600 Club House Dr, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/07/2023	11:00 am	7.61	79° F	9 mg/L	20 PPM	0 mg/L	
<div style="display: flex; justify-content: space-between; font-size: small; transform: rotate(-15deg);"> 12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 1 PM 12/09 11 AM 12/10 10 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 3 AM 12/16 1 AM 12/17 12 AM 12/17 10 PM 12/18 9 PM 12/19 8 PM 12/20 6 PM 12/21 5 PM 12/22 3 PM 12/23 2 PM 12/24 1 PM 12/25 11 AM 12/26 10 AM 12/27 8 AM 12/28 7 AM 12/29 6 AM 12/30 4 AM 12/31 3 AM </div>							
H2S Level Min: 0.00 Max: 248.00 Avg: 40.67				Temperature Min: 0.00 Max: 96.00 Avg: 66.0			



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

LAKWOOD RANCH TWN CNTR 4 (RTU 604)

7540 TOWN CENTER PARKWAY, BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/19/2023		Bioxide	18.2	460	

SAMPLE POINT: LAKEWOOD RANCH TOWN CENTER 1

8070 NATURES WAY, BRADENTON, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/13/2023	10:35 am	8.31	80° F	1 mg/L	27 PPM	3 mg/L	

ARNOLD PALMER GREEN PS#2-RTU #626

7533 Arnold Palmer Green, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/08/2023		Bioxide	13.7	450	

SAMPLE POINT: ARNOLD PALMER GREEN 1

7531 Arnold Palmer Green, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/08/2023	02:20 pm	8.21	79° F	2.5 mg/L	32 PPM	5 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

LEGACY 10 (RTU 660)

7955 LEGACY BLVD., LAKEWOOD RANCH, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/08/2023	03:45 pm	2.07	95 CFM	10	0	100	95 GPD	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

GREENBROOK #2 (RTU #620)

13324 ADVENTURE PLACE, BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/12/2023	02:35 pm	2.21	194 CFM	97	0	100	1,272 GPD	
<p>12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 8 PM 12/04 5 PM 12/05 4 PM 12/06 3 PM 12/07 1 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 3 AM 12/16 1 AM 12/17 12 AM 12/17 11 PM 12/18 9 PM 12/19 8 PM 12/20 7 PM 12/21 5 PM 12/22 4 PM 12/23 3 PM 12/24 1 PM 12/25 12 PM 12/26 11 AM 12/27 9 AM 12/28 8 AM 12/29 7 AM 12/30 5 AM 12/31 4 AM</p>								
				H2S Level Min: 0.00 Max: 24.00 Avg: 0.06		Temperature Min: 0.00 Max: 94.00 Avg: 25.2		

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/12/2023		Bioxide	37.0	300	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE

12/01/2023 through 12/31/2023

SAMPLE POINT: RIVERWALK Wet Well

7035 Honeysuckle Trl, Lakewood Ranch, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/07/2023	02:00 pm	7.88	80° F	1 mg/L	20 PPM	0 mg/L	

12/01 12 AM
 12/01 10 PM
 12/02 9 PM
 12/03 7 PM
 12/04 6 PM
 12/05 4 PM
 12/06 3 PM
 12/07 2 PM
 12/08 12 PM
 12/09 11 AM
 12/10 9 AM
 12/11 8 AM
 12/12 7 AM
 12/13 5 AM
 12/14 4 AM
 12/15 2 AM
 12/16 1 AM
 12/17 10 PM
 12/18 9 PM
 12/19 7 PM
 12/20 6 PM
 12/21 4 PM
 12/22 3 PM
 12/23 2 PM
 12/24 12 PM
 12/25 11 AM
 12/26 9 AM
 12/27 8 AM
 12/28 6 AM
 12/29 5 AM
 12/30 4 AM
 12/31 2 AM

H2S Level Min: 0.00 Max: 14.00 Avg: 0.00

Temperature Min: 44.00 Max: 90.00 Avg: 65.2



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

LAKWOOD RANCH RIVERWALK (RTU 602)

7035 Honeysuckle Trl, Lakewood Ranch, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/07/2023	12:30 pm	2.22	390 CFM	28	0	100	134 GPD	

SAMPLE POINT: RIVERWALK Wet Well

7035 Honeysuckle Trl, Lakewood Ranch, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/07/2023	02:00 pm	7.88	80° F	1 mg/L	20 PPM	0 mg/L	

12/01 12 AM
12/01 10 PM
12/02 9 PM
12/03 7 PM
12/04 6 PM
12/05 4 PM
12/06 3 PM
12/07 2 PM
12/08 12 PM
12/09 11 AM
12/10 9 AM
12/11 8 AM
12/12 7 AM
12/13 5 AM
12/14 4 AM
12/15 2 AM
12/16 1 AM
12/17 10 PM
12/18 9 PM
12/19 7 PM
12/20 6 PM
12/21 4 PM
12/22 3 PM
12/23 2 PM
12/24 12 PM
12/25 11 AM
12/26 9 AM
12/27 8 AM
12/28 6 AM
12/29 5 AM
12/30 4 AM
12/31 2 AM

H2S Level Min: 0.00 Max: 14.00 Avg: 0.00

Temperature Min: 44.00 Max: 90.00 Avg: 65.2



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
 12/01/2023 through 12/31/2023

LAKWOOD RANCH MASTER (RTU #362)

11600 CLUB HOUSE DR., BRADENTON, FL

BIOFILTER SURVEYS								
Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/07/2023	11:00 am	2.27	520 CFM	17	0	100	665 GPD	
12/01 12 AM	12/01 10 PM	12/02 9 PM	12/03 7 PM	12/04 6 PM	12/05 4 PM	12/06 3 PM	12/07 2 PM	12/08 12 PM
12/09 11 AM	12/10 9 AM	12/11 8 AM	12/12 7 AM	12/13 5 AM	12/14 4 AM	12/15 2 AM	12/16 1 AM	12/17 10 PM
12/18 9 PM	12/19 7 PM	12/20 6 PM	12/21 4 PM	12/22 3 PM	12/23 2 PM	12/24 12 PM	12/25 11 AM	12/26 9 AM
12/27 8 AM	12/28 6 AM	12/29 5 AM	12/30 4 AM	12/31 2 AM				
H2S Level Min: 0.00 Max: 2.00 Avg: 0.01				Temperature Min: 44.60 Max: 96.80 Avg: 66.2				



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

BRADEN WOODS

RIVER CLUB 1 (RTU 494)

6310 RIVER CLUB BLVD, BRADENOTN, FL

DOSING SITE SURVEYS

Date	Comments
12/18/2023	Survey Skipped: Equipment deactivated

RIVER CLUB #5 (RTU #364)

7241 River Club Blvd, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/13/2023		Bioxide	21.7	340	

LINGER LODGE #14 (RTU #325)

7030 85TH ST. CT. E. (LINGER LODGE ROAD), BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/12/2023		Bioxide	7.9	800	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
 12/01/2023 through 12/31/2023

BRADEN WOODS #18 (RTU #326)

6713 Pine Meadow Way, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/06/2023	01:20 pm	2.20	208 CFM	16	0	100	658 GPD	

SAMPLE POINT: BRADEN WOODS Wet Well

6713 PINE MEADOW WAY, BRADENTON, FL

12/01 12 AM
 12/01 10 PM
 12/02 9 PM
 12/03 7 PM
 12/04 6 PM
 12/05 4 PM
 12/06 3 PM
 12/07 2 PM
 12/08 12 PM
 12/09 11 AM
 12/10 9 AM
 12/11 8 AM
 12/12 7 AM
 12/13 5 AM
 12/14 4 AM
 12/15 2 AM
 12/16 1 AM
 12/16 11 PM
 12/17 10 PM
 12/18 9 PM
 12/19 7 PM
 12/20 6 PM
 12/21 4 PM
 12/22 3 PM
 12/23 2 PM
 12/24 12 PM
 12/25 11 AM
 12/26 9 AM
 12/27 8 AM
 12/28 6 AM
 12/29 5 AM
 12/30 4 AM
 12/31 2 AM

H2S Level Min: 0.00 Max: 175.00 Avg: 5.43

Temperature Min: 42.80 Max: 199.40 Avg: 108.4



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE

12/01/2023 through 12/31/2023

TARA 20

UNIVERSITY PARK (RTU #483)

6926 Langley Pl, University Park, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/11/2023	05:15 pm	1.91	249 CFM	15	0	100	79 GPD	Replaced carbon

SAMPLE POINT: UNIVERSITY PARK WW

6926 Langley Place, University Park, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/11/2023	05:30 pm	8.1	79° F	1 mg/L	15 PPM	0 mg/L	

41A (RTU #454)

6754 W Country Club Ln, Sarasota, FL

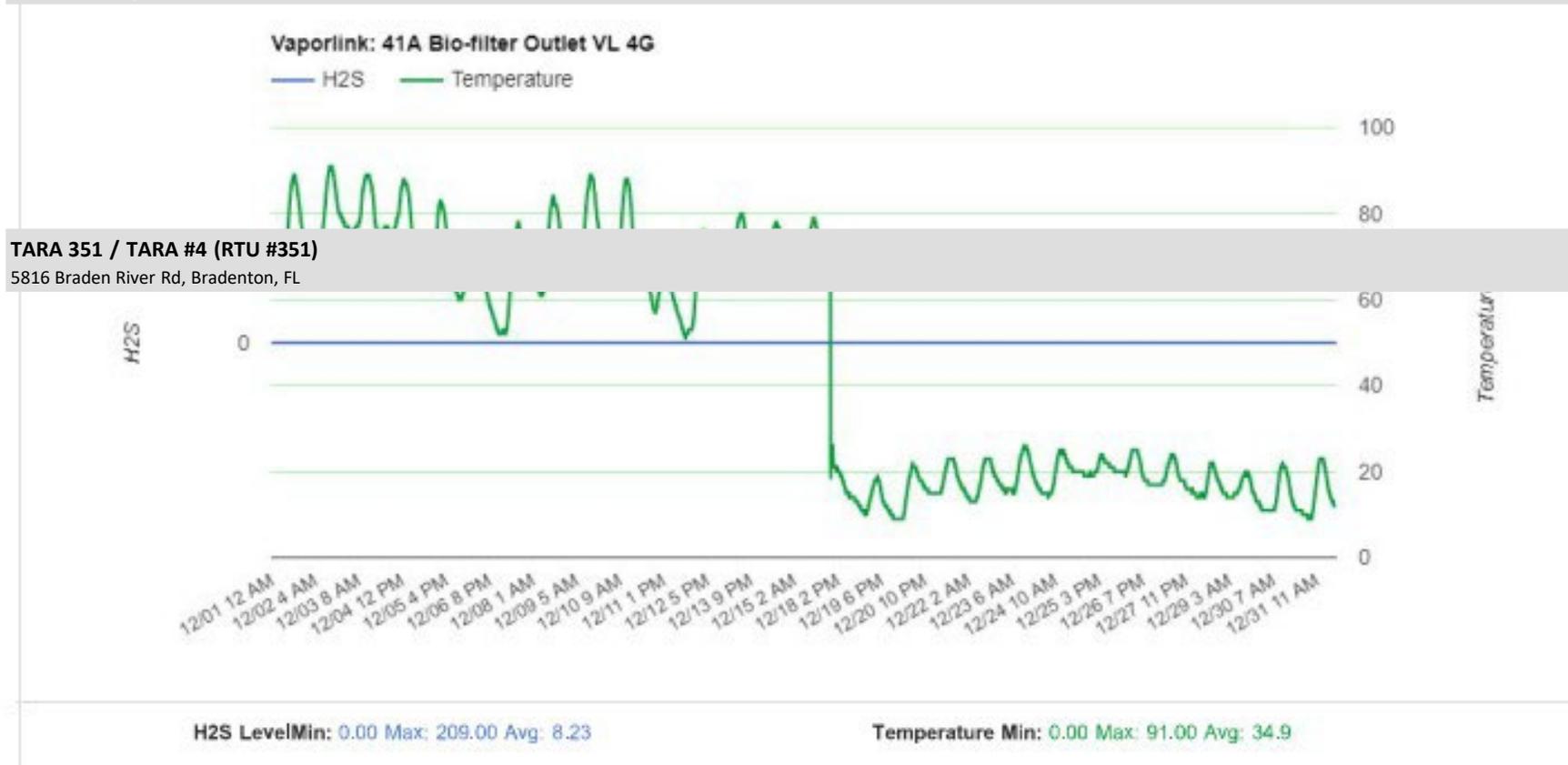
BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/07/2023	08:30 am	2.20	348 CFM	24	0	100	2,341 GPD	

Sample Site: 41A Wet Wall

41A (RTU #454)

6754 W Country Club Ln, Sarasota, FL





Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

41A (RTU #454)

6754 W Country Club Ln, Sarasota, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/07/2023	08:30 am	2.20	348 CFM	24	0	100	2,341 GPD	

41A (RTU #454)

6754 W Country Club Ln, Sarasota, FL

DOSING SITE SURVEYS

Date	Comments
11/02/2023	Survey Skipped: Site temporarily down

TARA 351 / TARA #4 (RTU #351)

5816 Braden River Rd, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/13/2023		Bioxide	22.1	775	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

TARA 354 / TARA #5 (RTU #354)

6514 Turners Gap Rd, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/13/2023		Bioxide	11.3	380	

SAMPLE POINT: TARA 2

6901 Stone River Rd, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/13/2023	03:45 pm	7.83	82° F	0.1 mg/L	0 PPM	15 mg/L	

SAMPLE POINT: TARA 1

6501 Stone River Rd, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/13/2023	03:45 pm	7.70	81° F	0.2 mg/L	0 PPM	14 mg/L	

TARA 6 PS (RTU 613)

7406 TARA PRESERVE LANE, BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/11/2023	01:00 pm	2.19	102 CFM	11	0	100	362 GPD	

TARA 20

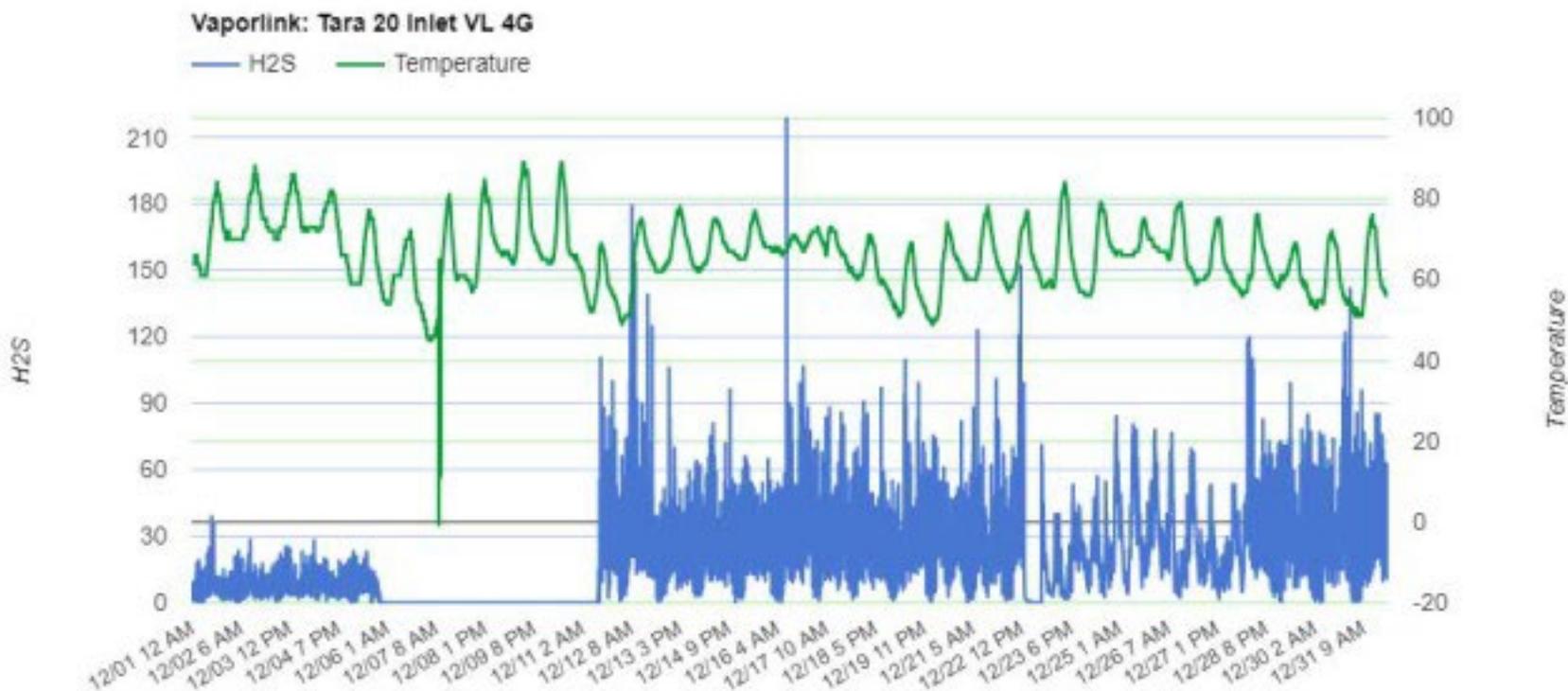
7210 Stone River Rd, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/08/2023	11:15 am	2.97	870 CFM	24	0	100	169 GPD	

TARA 20

Biofilter: 42594001-1



H2S Level|Min: 0.00 Max: 219.00 Avg: 20.31

Temperature Min: 32.00 Max: 192.20 Avg: 132.7



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

MISSIONARY VILLAGE

MILL CREEK 4 (RTU #374)

811 137th St NE, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/07/2023		Bioxide	9.4	400	

MILL CREEK 2 (RTU #358)

13407 2nd Ave NE, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/07/2023		Bioxide	10.8	360	

SAMPLE POINT: MILL CREEK 1

711 131st St E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/07/2023	04:25 pm	7.50	77° F	4 mg/L	28 PPM	0 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE

12/01/2023 through 12/31/2023

GREYHAWK LANDINGS 1 (RTU 618)

1004 BRAMBLING WAY, BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/07/2023		Bioxide	55.1	1275	

SAMPLE POINT: Missionary Village WW

117th Street East, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/20/2023	01:05 pm	8.49	78° F	10 mg/L	41 PPM	4 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
 12/01/2023 through 12/31/2023

MISSIONARY VILLAGE (RTU 329)

117TH STREET EAST, BRADENTON, FL

BIOFILTER SURVEYS								
Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	01:05 pm	2.06	285 CFM	41	0	100	882 GPD	
12/01 12 AM	12/01 10 PM	12/02 9 PM	12/03 7 PM	12/04 6 PM	12/05 4 PM	12/06 3 PM	12/07 2 PM	12/08 12 PM
12/09 11 AM	12/10 9 AM	12/11 8 AM	12/12 7 AM	12/13 5 AM	12/14 4 AM	12/15 2 AM	12/16 1 AM	12/17 10 PM
12/18 9 PM	12/19 7 PM	12/20 6 PM	12/21 4 PM	12/22 3 PM	12/23 2 PM	12/24 12 PM	12/25 11 AM	12/26 9 AM
12/27 8 AM	12/28 6 AM	12/29 5 AM	12/30 4 AM	12/31 2 AM				
H2S Level Min: 0.00 Max: 175.00 Avg: 26.31				Temperature Min: 44.00 Max: 100.00 Avg: 66.6				



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

UPPER MANATEE RIVER ROAD

WATERLEFE #1 (RTU #394)

10035 WATERLEFE BLVD., BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/07/2023		Bioxide	66.9	2620	

SAMPLE POINT: Upper Manatee River Rd Wet Well

1010 Upper Manatee River Rd., Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/07/2023	01:35 pm	7.73	78° F	1 mg/L	12 PPM	3 mg/L	

RIVER RD / UPPER MANATEE RIVER ROAD #13 (RTU #330)

1010 UPPER MANATEE RIVER RD., BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/07/2023	01:35 pm	2.03	295 CFM	12	0	100	163 GPD	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

GATES CREEK (RTU 335)

11312 3rd Ave E, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/07/2023		Bioxide	18.9	480	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE

12/01/2023 through 12/31/2023

HERITAGE HARBOUR MASTER

HERITAGE HARBOUR 9 (RTU 667)

320 River Enclave Ct, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/14/2023		Bioxide	5.0	275	

SAMPLE POINT: HH 9 Discharge MH

8070 Port Harbour Way, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/14/2023	12:00 pm	8.20	78° F	0 mg/L	0 PPM	4 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

HERITAGE HARBOUR 6 (RTU 647)

9047 STONE HARBOUR LOOP, BRADENTON , FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/14/2023		Bioxide	6.1	1000	

SAMPLE POINT: HH Guardshack MH

7900 Stone Harbour Loop, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/14/2023	12:00 pm	7.98	78° F	1 mg/L	1 PPM	4 mg/L	

SAMPLE POINT: Heritage Harbor Master Wet Well

7165 Montauk Point Crossing, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/20/2023	03:30 pm	7.65	78° F	8 mg/L	60 PPM	0 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
 12/01/2023 through 12/31/2023

HERITAGE HARBOR (RTU 640)

7165 MONTAUK POINT CROSSING, BRADENTON, FL

BIOFILTER SURVEYS								
Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	02:00 pm	1.89	606 CFM	40	0	100	286 GPD	
12/01 12 AM	12/01 10 PM	12/02 9 PM	12/03 7 PM	12/04 6 PM	12/05 4 PM	12/06 3 PM	12/07 2 PM	12/08 12 PM
12/09 11 AM	12/10 9 AM	12/11 8 AM	12/12 7 AM	12/13 5 AM	12/14 4 AM	12/15 2 AM	12/16 1 AM	12/17 10 PM
12/18 9 PM	12/19 7 PM	12/20 6 PM	12/21 4 PM	12/22 3 PM	12/23 2 PM	12/24 12 PM	12/25 11 AM	12/26 9 AM
12/27 8 AM	12/28 6 AM	12/29 5 AM	12/30 4 AM	12/31 2 AM				
H2S Level Min: 0.00 Max: 65.00 Avg: 15.56				Temperature Min: 46.00 Max: 102.00 Avg: 68.3				



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

MANATEE PALMS 1

KAY RD (#10) (RTU #328)
800 Kay Rd NE, Bradenton, FL

DOSING SITE SURVEYS					
Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/20/2023		Bioxide	23.2	475	

SAMPLE POINT: Manatee Palms Wet Well							
115 Kay Road, Bradenton, FL							
Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/21/2023	09:55 am	8.19	75° F	0 mg/L	2 PPM	5 mg/L	
<div style="display: flex; justify-content: space-between; font-size: small; color: gray;"> 12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 2 AM 12/16 1 AM 12/17 10 PM 12/18 9 PM 12/19 7 PM 12/20 6 PM 12/21 4 PM 12/22 3 PM 12/23 2 PM 12/24 12 PM 12/25 11 AM 12/26 9 AM 12/27 8 AM 12/28 6 AM 12/29 5 AM 12/30 4 AM 12/31 2 AM </div>							
H2S Level Min: 0.00 Max: 81.00 Avg: 7.79				Temperature Min: 46.00 Max: 91.00 Avg: 65.8			



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

RIVERDALE 1 PS (RTU 332)

412 43rd St. Blvd. E, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/12/2023		Bioxide	44.4	630	

SAMPLE POINT: Manatee Palms Wet Well

115 Kay Road, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/21/2023	09:55 am	8.19	75° F	0 mg/L	2 PPM	5 mg/L	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>12/01 12 AM</p> <p>12/01 10 PM</p> <p>12/02 9 PM</p> <p>12/03 7 PM</p> <p>12/04 6 PM</p> <p>12/05 4 PM</p> <p>12/06 3 PM</p> <p>12/07 2 PM</p> <p>12/08 12 PM</p> <p>12/09 11 AM</p> <p>12/10 9 AM</p> <p>12/11 8 AM</p> <p>12/12 7 AM</p> <p>12/13 5 AM</p> <p>12/14 4 AM</p> <p>12/15 2 AM</p> <p>12/16 1 AM</p> <p>12/16 11 PM</p> <p>12/17 10 PM</p> <p>12/18 9 PM</p> <p>12/19 7 PM</p> <p>12/20 6 PM</p> <p>12/21 4 PM</p> <p>12/22 3 PM</p> <p>12/23 2 PM</p> <p>12/24 12 PM</p> <p>12/25 11 AM</p> <p>12/26 9 AM</p> <p>12/27 8 AM</p> <p>12/28 6 AM</p> <p>12/29 5 AM</p> <p>12/30 4 AM</p> <p>12/31 2 AM</p> </div> <div style="width: 45%;"> <p>H2S Level Min: 0.00 Max: 81.00 Avg: 7.79</p> <p>Temperature Min: 46.00 Max: 91.00 Avg: 65.8</p> </div> </div>							



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
 12/01/2023 through 12/31/2023

MANATEE PALMS 1 (RTU #313)

115 KAY ROAD, BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/21/2023	09:55 am	2.16	216 CFM	2	0	100	63 GPD	
12/01	12 AM							
12/01	10 PM							
12/02	9 PM							
12/03	7 PM							
12/04	6 PM							
12/05	4 PM							
12/06	3 PM							
12/07	2 PM							
12/08	12 PM							
12/09	11 AM							
12/10	9 AM							
12/11	8 AM							
12/12	7 AM							
12/13	5 AM							
12/14	4 AM							
12/15	2 AM							
12/16	1 AM							
12/17	10 PM							
12/18	9 PM							
12/19	7 PM							
12/20	6 PM							
12/21	4 PM							
12/22	3 PM							
12/23	2 PM							
12/24	12 PM							
12/25	11 AM							
12/26	9 AM							
12/27	8 AM							
12/28	6 AM							
12/29	5 AM							
12/30	4 AM							
12/31	2 AM							
H2S Level Min: 0.00 Max: 1.00 Avg: 0.00				Temperature Min: 46.00 Max: 98.00 Avg: 66.3				



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

39-A MASTER

PERIDIA 1 476SE

5050 PERIDIA BLVD E, BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/12/2023		Bioxide	15.5	800	

SAMPLE POINT: Garden Lakes WW

5407 37th St. E., Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/12/2023	01:15 pm	8.11	80° F	0.1 mg/L	0.4 PPM	3 mg/L	

SONOMA (RTU 678)

5331 Napa Dr, Sarasota, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/19/2023		Bioxide	24.6	590	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

40A (RTU #429)

3550 63rd Ave E, BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/13/2023		Bioxide	45.4	2450	NEW SYSTEM....

SAMPLE POINT: 40A

3550 63RD AVE. E, Bradenton, fl

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/13/2023	01:30 pm	7.54	77° F	14 mg/L	44 PPM	4 mg/L	

SAMPLE POINT: 39A MH5714

5621 39th ST E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/04/2023	01:00 pm	8.55	80° F	1 mg/L	38 PPM	3 mg/L	

SAMPLE POINT: 39A MH 8568

5621 39th ST E, Bradenton , FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/04/2023	01:00 pm	8.61	80° F	3 mg/L	50 PPM	4 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

COMMERCE PK / 301 PARK OF COMMERCE (RTU #311)

2315 58th Ave E, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/12/2023		Bioxide	7.3	250	

SAMPLE POINT: 38A SP

5519 24 Street East, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/04/2023	11:00 am	8.03	81° F	0.6 mg/L	0.3 PPM	3 mg/L	

SABAL COVE (RTU #470)

5385 33rd St E, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/14/2023		Bioxide	64.8	240	

SAMPLE POINT: Sabal Cove

5340 33rd St E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/14/2023	02:30 pm	7.47	78° F	6.9 mg/L	82 PPM	5 mg/L	

SAMPLE POINT: Sabal Cove FM ARV

5426 39th Street East, bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	NO3	Comments
12/14/2023	02:30 pm	8.02	77° F	14.3 mg/L	1 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

SABAL HARBOUR 1 (RTU 386)

4506 Sabal Key Dr, Bradenton, FL

DOSING SITE SURVEYS					
Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/11/2023		Bioxide	13.0	350	

SAMPLE POINT: SR 70

5236 45th St E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/11/2023	03:15 pm	7.69	80° F	1 mg/L	13 PPM	3 mg/L	

39A (RTU #428)

5621 39th St E, Bradenton, FL

BIOFILTER SURVEYS								
Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/04/2023	01:00 pm	2.31	2258 CFM	28	0	100	5,760 GPD	

SAMPLE POINT: 39A MH5714

5621 39th ST E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/04/2023	01:00 pm	8.55	80° F	1 mg/L	38 PPM	3 mg/L	

SAMPLE POINT: 39A MH 8568

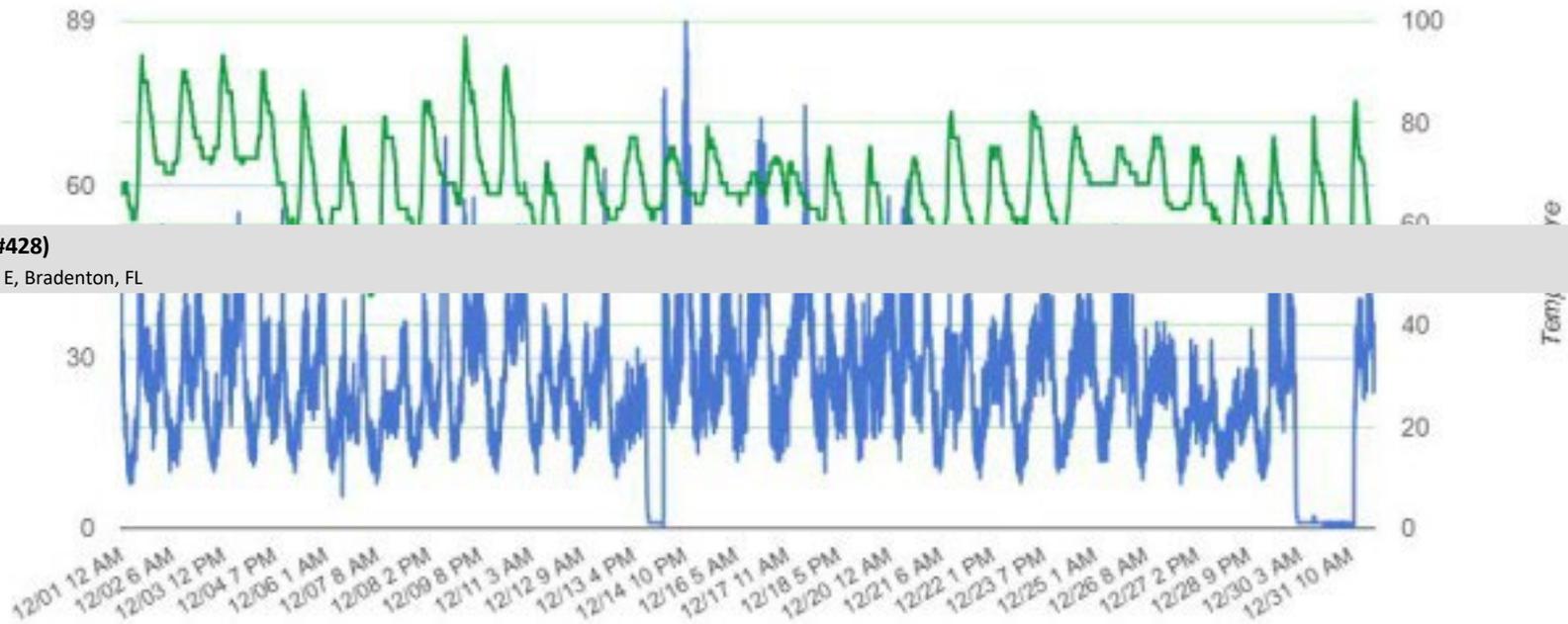
5621 39th ST E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/04/2023	01:00 pm	8.61	80° F	3 mg/L	50 PPM	4 mg/L	

39A (RTU #428)
Biofilter: XXXXXXXX

Vaporlink: 39A Biofilter Inlet 4G VL

— H2S — Temperature



39A (RTU #428)
5621 39th St E, Bradenton, FL

H2S Level Min: 0.00 Max: 89.00 Avg: 24.36

Temperature Min: 46.40 Max: 96.80 Avg: 67.0

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/04/2023	01:00 pm	8.61	80° F	3 mg/L	50 PPM	4 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

BRADEN RIVER HIGH SCHOOL (RTU 649) L

5260 60th St E, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/06/2023	11:15 am	2.20	208 CFM	16	0	100	658 GPD	
12/06/2023	10:35 am	2.27	210 CFM	16	0	100	611 GPD	

SE WWTP 8000 BIOFILTER (RTU 276)

3331 Lena Rd, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/21/2023	08:50 am	2.09	1492 CFM	50	0	100	4,850 GPD	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SE
12/01/2023 through 12/31/2023

Chemical Delivery Summary

Bioxide Deliveries						
Site	Capacity	Delivery Date	Begin Level	End Level	Gallons Delivered	Total
GATES CREEK (RTU 335)	535	12/04/2023	114	535	421	421
GREENBROOK #2 (RTU #620)	1545	12/04/2023	250	1,475	1,225	1,225
GREYHAWK LANDINGS 1 (RTU 618)	1475	12/04/2023	764	1,475	711	
		12/18/2023	654	1,475	821	1,532
HERITAGE HARBOUR 6 (RTU 647)	1550	12/04/2023	82	1,053	971	971
KAY RD (#10) (RTU #328)	530	12/04/2023	150	530	380	
		12/18/2023	230	530	300	680
LAKWOOD RANCH TWN CNTR 4 (RTU 604)	550	12/07/2023	110	550	440	440
MILL CREEK 2 (RTU #358)	390	12/04/2023	90	390	300	300
MILL CREEK 4 (RTU #374)	390	12/07/2023	70	390	320	320
RIVER CLUB #5 (RTU #364)	1550	12/18/2023	200	1,100	900	900
RIVERDALE 1 PS (RTU 332)	2075	12/04/2023	197	1,000	803	
		12/18/2023	1,372	3,075	1,703	2,506
SABAL COVE (RTU #470)	945	12/04/2023	90	930	840	
		12/04/2023	160	945	785	1,625
TARA 351 / TARA #4 (RTU #351)	1020	12/04/2023	120	1,000	880	880
Bioxide Total:						11,800
Grand Total:						11,800



Manatee County Monthly Report December 2023 Southwest County



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

BYB

BYB (BAYSHORE Y.B.) (RTU #101)

6800 26th St W, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	01:15 pm	1.9	216 CFM	140	0	100	2,160 GPD	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

12A MASTER

12A (RTU #139)

2007 69th Ave W, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/05/2023	10:15 am	1.98	483 CFM	27	0	100	583 GPD	County had water off/on throughout the entire month for repairs at LS.
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>12/01 12 AM</p> <p>12/01 10 PM</p> <p>12/02 9 PM</p> <p>12/03 7 PM</p> <p>12/04 6 PM</p> <p>12/05 4 PM</p> <p>12/06 3 PM</p> <p>12/07 2 PM</p> <p>12/08 1 PM</p> <p>12/09 12 PM</p> <p>12/10 10 AM</p> <p>12/11 9 AM</p> <p>12/12 7 AM</p> <p>12/13 6 AM</p> <p>12/14 5 AM</p> <p>12/15 3 AM</p> <p>12/16 2 AM</p> <p>12/17 12 AM</p> <p>12/17 11 PM</p> <p>12/18 9 PM</p> <p>12/19 8 PM</p> <p>12/20 7 PM</p> <p>12/21 5 PM</p> <p>12/22 4 PM</p> <p>12/23 2 PM</p> <p>12/24 1 PM</p> <p>12/25 12 PM</p> <p>12/26 10 AM</p> <p>12/27 9 AM</p> <p>12/28 7 AM</p> <p>12/29 6 AM</p> <p>12/30 4 AM</p> <p>12/31 3 AM</p> </div> <div style="width: 45%;"></div> </div>								

H2S Level Min: 0.00 Max: 82.00 Avg: 22.65

Temperature Min: 48.20 Max: 100.40 Avg: 67.9



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW

12/01/2023 through 12/31/2023

EC 1

EC1 (EL CONQ. #1) (RTU #104)

3790 El Conquistador Pkwy, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments																								
12/19/2023	11:45 am	2.06	182 CFM	30	0	100	227 GPD																									
12/01 12 AM	12/01 8 PM	12/02 4 PM	12/03 12 PM	12/04 8 AM	12/05 4 AM	12/06 12 AM	12/06 8 PM	12/07 4 PM	12/08 12 PM	12/09 8 AM	12/10 4 AM	12/11 1 AM	12/11 9 PM	12/12 5 PM	12/13 1 PM	12/14 9 AM	12/15 5 AM	12/16 1 AM	12/20 9 AM	12/21 5 AM	12/22 1 AM	12/22 9 PM	12/23 5 PM	12/24 1 PM	12/25 9 AM	12/26 5 AM	12/27 1 AM	12/27 9 PM	12/28 5 PM	12/29 1 PM	12/30 9 AM	12/31 6 AM
				H2S Level Min: 0.00 Max: 3.00 Avg: 0.01		Temperature Min: 0.00 Max: 85.00 Avg: 67.4																										



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

13-A MASTER

SAMOSET 4

1967 15th St. E., Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/21/2023		Bioxide	19	1320	

SAMPLE POINT: Samoset 5 SP

2106 26th Ave E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/12/2023	04:35 pm	7.58	79° F	2 mg/L	38 PPM	1 mg/L	

SAMPLE POINT: Samoset 1 SP

1801 34th Ave. E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	Comments
12/21/2023	12:35 pm	7.81	78° F	3 mg/L	20 PPM	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

SAMOSET 5

2106 26th Ave E, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/12/2023	04:35 pm	2.06	128 CFM	38	0	100	384 GPD	Blower is making noise and will need to be replaced.

SAMOSET 1 (RTU #308)

1801 34TH AVE. E., BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/21/2023	12:35 pm	2.01	236 CFM	20	0	100	155 GPD	

SAMPLE POINT: Samoset 1 SP

1801 34th Ave. E, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	Comments
12/21/2023	12:35 pm	7.81	78° F	3 mg/L	20 PPM	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

30EE (RTU 333)

3831 11th St E, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/21/2023	01:35 pm	3.81	74 CFM	1	0	100	4 GPD	

42A (RTU#431)

1640 60th Avenue Dr E, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/12/2023		Bioxide Plus 71	6	270	

20A (RTU #433)

5932 12th St E, Bradenton, FL

CARBON SCRUBBER SURVEYS

Date	Time	Serial #	Airflow	H2S Inlet	H2S Port #1	H2S Port #2	H2S Port #3	H2S Outlet	Comments
12/05/2023	01:25 pm	xxxx	76	10	0	0	0	0	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
 12/01/2023 through 12/31/2023

13A (RTU #408)

112 63RD AVE. E., BRADENTON, FL

BIOFILTER SURVEYS								
Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/11/2023	09:30 am	2.0	489 CFM	140	1.5	99	1,578 GPD	replaced PRV
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>H2S Level Min: 4.00 Max: 153.00 Avg: 54.46</p> </div> <div style="width: 45%;"> <p>Temperature Min: 50.00 Max: 93.00 Avg: 67.8</p> </div> </div>								



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

27-A

33A (RTU 238)

3250 26TH ST W, BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/05/2023		Bioxide	15	335	

34A

4006 24TH ST W, BRADENTON, FL

CARBON SCRUBBER SURVEYS

Date	Time	Serial #	Airflow	H2S Inlet	H2S Port #1	H2S Port #2	H2S Port #3	H2S Outlet	Comments
12/20/2023	03:25 pm	1004632618	41	0.3	0	0	0	0	

26A (aka RTU #418)

802 Orlando Ave, Bradenton, FL

CARBON SCRUBBER SURVEYS

Date	Time	Serial #	Airflow	H2S Inlet	H2S Port #1	H2S Port #2	H2S Port #3	H2S Outlet	Comments
12/05/2023	02:45 pm	000		14	0	0	0	0	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

31A (RTU #126)

1710 47th Avenue Dr W, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	12:45 pm	2.97	168 CFM	5	0	100	93 GPD	

WILDEWOOD SPRINGS 2 LS (RTU 115)

3985 OAKVIEW DRIVE, BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/04/2023		Bioxide	11	340	

SAMPLE POINT: 30A

CORNER OF 47TH AVE AND 30TH ST. W, BRADENTON, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/20/2023	12:15 pm	8.20	78° F	1.3 mg/L	14 PPM	1 mg/L	

23AA (RTU 411)

1203 51ST. AVE. DR. W., BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/19/2023		Bioxide	16	747	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
 12/01/2023 through 12/31/2023

27A (RTU #138)

2484 53RD AVE. W, BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	10:30 am	2.09	325 CFM	37	0	100	593 GPD	
<p>12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 2 AM 12/16 1 AM 12/16 11 PM 12/17 10 PM 12/18 9 PM 12/19 7 PM 12/20 6 PM 12/21 4 PM 12/22 3 PM 12/23 2 PM 12/24 12 PM 12/25 11 AM 12/26 9 AM 12/27 8 AM 12/28 6 AM 12/29 5 AM 12/30 4 AM 12/31 2 AM</p>								
				H2S Level Min: 0.00 Max: 96.00 Avg: 45.38		Temperature Min: 50.00 Max: 91.00 Avg: 67.5		



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

GLENN LAKES 1 (RTU 119)

5005 47th St W, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/21/2023		Bioxide	48	1075	

SAMPLE POINT: SWRWWTP HEADWORKS

5101 65th St W, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/14/2023	03:35 pm	8.02	77° F	14 mg/L	74 PPM	0 mg/L	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

30-AA

30AA (RTU #248)

4602 34TH ST. W., BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/19/2023	11:45 am	2.19	155 CFM	7	0	100	321 GPD	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

1-M

12 (RTU #65)
501 Magnolia Ave, Anna Maria, FL

DOSING SITE SURVEYS					
Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/18/2023		Bioxide	26	1860	

SAMPLE POINT: 11 (RTU #64) Wet Well

8501 Gulf Drive, Holmes Beach, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/18/2023	05:05 pm	7.6	73° F	0 mg/L	5 PPM	5 mg/L	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 7 PM 12/04 6 PM 12/05 4 PM 12/06 3 PM 12/07 2 PM 12/08 12 PM 12/09 11 AM 12/10 9 AM 12/11 8 AM 12/12 7 AM 12/13 5 AM 12/14 4 AM 12/15 2 AM 12/16 1 AM 12/16 11 PM 12/17 10 PM 12/18 9 PM 12/19 7 PM 12/20 6 PM 12/21 4 PM 12/22 3 PM 12/23 2 PM 12/24 12 PM 12/25 11 AM 12/26 9 AM 12/27 8 AM 12/28 6 AM 12/29 5 AM 12/30 4 AM 12/31 2 AM</p> </div> <div style="width: 48%;"></div> </div>							

H2S Level Min: 0.00 Max: 23.00 Avg: 4.05

Temperature Min: 72.00 Max: 89.00 Avg: 79.9

SAMPLE POINT: 12

501 Magnolia Ave, Anna Maria, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	Comments
12/18/2023	05:25 pm	7.6	73° F	0 mg/L	2 PPM	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

11 (RTU 64)

8501 Gulf Drive, Holmes Beach, FL

CARBON SCRUBBER SURVEYS

Date	Time	Serial #	Airflow	H2S Inlet	H2S Port #1	H2S Port #2	H2S Port #3	H2S Outlet	Comments
12/18/2023	05:05 pm	Whisper C24	24	5	0	0	0	0	

7 (RTU #62)

6900 Holmes Blvd, Holmes Beach, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/18/2023	06:00 pm	0	98 CFM	0	0	100	1,267 GPD	blower nit running upon arrival. Replaced several wires and breaker

12/01 12 AM
12/01 10 PM
12/02 9 PM
12/03 7 PM
12/04 6 PM
12/05 4 PM
12/06 3 PM
12/07 2 PM
12/08 12 PM
12/09 11 AM
12/10 9 AM
12/11 8 AM
12/12 7 AM
12/13 5 AM
12/14 4 AM
12/15 2 AM
12/16 1 AM
12/17 10 PM
12/18 9 PM
12/19 7 PM
12/20 6 PM
12/21 4 PM
12/22 3 PM
12/23 2 PM
12/24 12 PM
12/25 11 AM
12/26 9 AM
12/27 8 AM
12/28 6 AM
12/29 5 AM
12/30 4 AM
12/31 2 AM

H2S Level Min: 0.00 Max: 20.00 Avg: 1.49

Temperature Min: 51.00 Max: 85.00 Avg: 66.3



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

5 (RTU #71)

4300 Gulf Dr, Holmes Beach, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/18/2023	07:20 pm	2.2	250 CFM	10	0	100	563 GPD	
<p align="center"> 12/01 12 AM 12/01 10 PM 12/02 9 PM 12/03 8 PM 12/04 6 PM 12/05 5 PM 12/06 4 PM 12/07 2 PM 12/08 1 PM 12/09 12 PM 12/10 10 AM 12/11 9 AM 12/12 8 AM 12/13 6 AM 12/14 5 AM 12/15 4 AM 12/16 2 AM 12/17 1 AM 12/18 12 AM 12/18 9 PM 12/19 8 PM 12/20 6 PM 12/21 5 PM 12/22 4 PM 12/23 2 PM 12/24 1 PM 12/25 12 PM 12/26 10 AM 12/27 9 AM 12/28 8 AM 12/29 6 AM 12/30 5 AM 12/31 4 AM </p>								
				H2S Level Min: 0.00 Max: 46.00 Avg: 1.03		Temperature Min: 0.00 Max: 99.00 Avg: 68.2		

5 (RTU #71)

4300 Gulf Dr, Holmes Beach, FL

DOSING SITE SURVEYS

Date	Comments
12/04/2023	Survey Skipped: Equipment deactivated



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

2C (RTU 57)

2301 Avenue C, Bradenton Beach, FL

CARBON SCRUBBER SURVEYS

Date	Time	Serial #	Airflow	H2S Inlet	H2S Port #1	H2S Port #2	H2S Port #3	H2S Outlet	Comments
12/18/2023	07:55 pm	000		2	0	0	0	0	

1 (RTU # 54)

111 6th St S, Bradenton Beach, FL

CARBON SCRUBBER SURVEYS

Date	Time	Serial #	Airflow	H2S Inlet	H2S Port #1	H2S Port #2	H2S Port #3	H2S Outlet	Comments
12/18/2023	08:05 pm	NA	61	15	7	0	0	0	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
 12/01/2023 through 12/31/2023

1M (RTU 203)

8720 Cortez Rd W, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments																								
12/20/2023	10:30 am	1.9	520 CFM	40	0	100	1,763 GPD																									
12/01 12 AM	12/01 10 PM	12/02 9 PM	12/03 8 PM	12/04 5 PM	12/05 4 PM	12/06 3 PM	12/07 1 PM	12/08 12 PM	12/09 11 AM	12/10 9 AM	12/11 8 AM	12/12 7 AM	12/13 5 AM	12/14 4 AM	12/15 3 AM	12/16 1 AM	12/17 12 AM	12/17 11 PM	12/18 9 PM	12/19 8 PM	12/20 7 PM	12/21 5 PM	12/22 4 PM	12/23 3 PM	12/24 1 PM	12/25 12 PM	12/26 11 AM	12/27 9 AM	12/28 8 AM	12/29 7 AM	12/30 5 AM	12/31 4 AM
				H2S Level Min: 0.00 Max: 385.00 Avg: 91.61		Temperature Min: 0.00 Max: 98.00 Avg: 66.3																										



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

1-D

THE LOOP PS (RTU 147)

9312 17th Ave NW, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/18/2023		Bioxide	18	600	

SAMPLE POINT: 12D (RTU# 221) Wetwell

7830 DESOTO MEMORIAL HWY., BRADENTON, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/18/2023	03:30 pm	7.7	75° F	2 mg/L	0 PPM	0 mg/L	customer had the wet well open.

12/01 12 AM
12/01 1 PM
12/02 3 AM
12/02 4 PM
12/03 6 AM
12/03 7 PM
12/04 9 AM
12/04 10 PM
12/05 12 PM
12/06 1 AM
12/06 3 PM
12/07 4 AM
12/07 6 PM
12/08 7 AM
12/08 9 PM
12/09 10 AM
12/10 12 AM
12/10 1 PM
12/11 3 AM
12/11 4 PM
12/12 6 AM
12/12 7 PM
12/13 9 AM
12/13 10 PM
12/14 12 PM
12/15 1 AM
12/15 3 PM
12/16 4 AM
12/16 6 PM
12/17 7 AM
12/17 9 PM
12/18 10 AM
12/19 12 AM

H2S Level Min: 0.00 Max: 302.00 Avg: 25.07

Temperature Min: 78.00 Max: 687.00 Avg: 88.0



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

9D (RTU #226)

6504 5TH AVE NW, BRADENTON, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/18/2023	01:00 pm	2.1	147 CFM	15	0	100	458 GPD	

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/18/2023		Bioxide	77	1479	

SAMPLE POINT: 1D (RTU 237) Influent MH

1806 51st St W, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/19/2023	01:25 pm	7.74	78° F	1.4 mg/L	7 PPM	0 mg/L	

SAMPLE POINT: 9D Inlet

6504 5th Ave NW, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	Comments
12/18/2023	01:00 pm	8.3	75° F	4 mg/L	15 PPM	



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
 12/01/2023 through 12/31/2023

SAMPLE POINT: 9D Outlet

6504 5TH AVE NW, Bradenton, FL

12/01 12 AM
 12/01 10 PM
 12/02 9 PM
 12/03 7 PM
 12/04 6 PM
 12/05 4 PM
 12/06 3 PM
 12/07 2 PM
 12/08 12 PM
 12/09 11 AM
 12/10 9 AM
 12/11 8 AM
 12/12 7 AM
 12/13 5 AM
 12/14 4 AM
 12/15 2 AM
 12/16 1 AM
 12/16 11 PM
 12/17 10 PM
 12/18 9 PM
 12/19 7 PM
 12/20 6 PM
 12/21 4 PM
 12/22 3 PM
 12/23 2 PM
 12/24 12 PM
 12/25 11 AM
 12/26 9 AM
 12/27 8 AM
 12/28 6 AM
 12/29 5 AM
 12/30 4 AM
 12/31 2 AM

H2S Level Min: 0.00 Max: 1.00 Avg: 0.00

Temperature Min: 50.00 Max: 87.00 Avg: 67.2

PERICO ISLAND (RTU #207)

10662 MANATEE AVE. W., BRADENTON, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/18/2023		Bioxide Plus 71	2	320	Calculated Feed Rate.



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

FLAMINGO CAY (RTU #208)

10301 Manatee Ave W, Bradenton, FL

DOSING SITE SURVEYS

Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/18/2023		Bioxide Plus 71	3.8	75	Calculated Feed Rate

1D (RTU #237)

1806 51st St W, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/20/2023	02:10 pm	2.19	206 CFM	16	0	100	142 GPD	

12/01 12 AM
12/01 10 PM
12/02 9 PM
12/03 7 PM
12/04 6 PM
12/05 4 PM
12/06 3 PM
12/07 2 PM
12/08 1 PM
12/09 11 AM
12/10 10 AM
12/11 8 AM
12/12 7 AM
12/13 5 AM
12/14 4 AM
12/15 3 AM
12/16 1 AM
12/17 12 AM
12/17 10 PM
12/18 9 PM
12/19 8 PM
12/20 6 PM
12/21 5 PM
12/22 3 PM
12/23 2 PM
12/24 12 PM
12/25 11 AM
12/26 10 AM
12/27 8 AM
12/28 7 AM
12/29 5 AM
12/30 4 AM
12/31 3 AM

H2S Level Min: 0.00 Max: 103.00 Avg: 17.63

Temperature Min: 55.00 Max: 82.00 Avg: 68.2



Customer Service Report for MANATEE, COUNTY CLK CIR C - Manatee SW
12/01/2023 through 12/31/2023

GLENN LAKES

SWRWWTP HEADWORKS

5101 65th St W, Bradenton, FL

BIOFILTER SURVEYS

Date	Time	Drain PH	Airflow	H2S Inlet	H2S Outlet	% Removal	Watering Rate	Comments
12/14/2023	03:35 pm	1.78	3709 CFM	74	0	100	12,960 GPD	

SAMPLE POINT: SWRWWTP HEADWORKS

5101 65th St W, Bradenton, FL

Date	Time	pH	Temperature	Dissolved Sulfide	H2S in Air	NO3	Comments
12/14/2023	03:35 pm	8.02	77° F	14 mg/L	74 PPM	0 mg/L	

SW WRF

SW WRF BELT PRESS
5101 65th St W, Bradenton, FL

DOSING SITE SURVEYS					
Date	Time	Chemical	Feed Rate (GPD)	Tank Level (Gals)	Comments
12/14/2023		Bioxide	0	550	System is currently off

Chemical Delivery Summary

Bioxide Deliveries						
Site	Capacity	Delivery Date	Begin Level	End Level	Gallons Delivered	Total
12 (RTU #65)	2897	12/07/2023	465	1,949	1,484	1,484
23AA (RTU 411)	1050	12/18/2023	138	762	624	624
33A (RTU 238)	535	12/04/2023	174	535	361	361
9D (RTU #226)	1525	12/07/2023	865	1,525	660	
		12/18/2023	612	1,525	913	1,573
GLENN LAKES 1 (RTU 119)	1050	12/04/2023	200	1,050	850	850
SAMOSET 4	1475	12/04/2023	172	1,000	828	828
WILDEWOOD SPRINGS 2 LS (RTU 115)	670	12/04/2023	200	670	470	470
					Bioxide Total:	6,190
					Grand Total:	6,190

Manatee County LPOC Sites and Target Feed Rates

Site	TFR (GPD)
12	26
23AA	15
33A	15
40A	49
42A	6
9D	75
Arnold Palmer Green 2	15
Chelsea Oaks	15
Commerce Park	7
Flamingo Cay	3
Gates Creek	19
Glenn Lakes 1	46
GreenBrook 2	37
Greyhawk Landings 1	57
Heritage Harbour 6	6
Heritage Harbour 9	9
Kay Road	29
Linger Lodge 14	11
LWR Repump	21
LWR Twn Center 4	14
Memphis Rd	17
Mill Creek 2	10
Mill Creek 4	10
N1H	11
N2B	45
N4B	8
N7A	30
NSK2	16
Oak Creek	7
Oakleaf 2	12

Parc Imperial LS	6
Perico Island	1
Peridia 1 476	14
Plantation Bay	30
River Woods	19
Riverclub 5	20
Riverdale 1	47
Sabal Cove	51
Sabal Harbour 1	13
Samoset 4	19
Sonoma '	21
Tara 351	18
Tara 354	13
The Loop PS	16
Twin Rivers 1	17
Waterford LS	7
Waterlefe 1	59
West Memphis	25
Wildewood Springs 2	11



Manatee County
Thioguard Progress Report – January 2024
Northeast, Southwest and Southeast Systems

January 16, 2024

Michael Pickard
Account Manager
Premier Magnesia, LLC
Thioguard Division
813-928-2509 mobile
mpickard@premiermagnesia.com

Manatee County Exception Report

Field Check Events and Issues

- 12/1/23 – N2B – Pump suction plugged, flushed
- 12/4/23 – Samoset – Discharge line plugged, flushed
 - 12/4/23 – 17A – Replaced hose and roller
- 12/5/23 – River Plantation – Controller fault - reset
- 12/13/23 – Palm Aire 3 – Controller fault – reset – motor tests OK
 - 12/13/23 – 6A – Pump hose failure, scheduled pump rebuild
 - 12/13-15/23 – Flows reduced to winter rates
 - 12/20/23 – Greyhawk 3 – Clogged, flushed
 - 12/27/23 – Plantation Bay – Pump suction plugged, Flushed
- 12/29/23 – Greyhawk 3 – Clogged, flushed, Viscosity reduced

New events:

- Plantation Bay is started up.

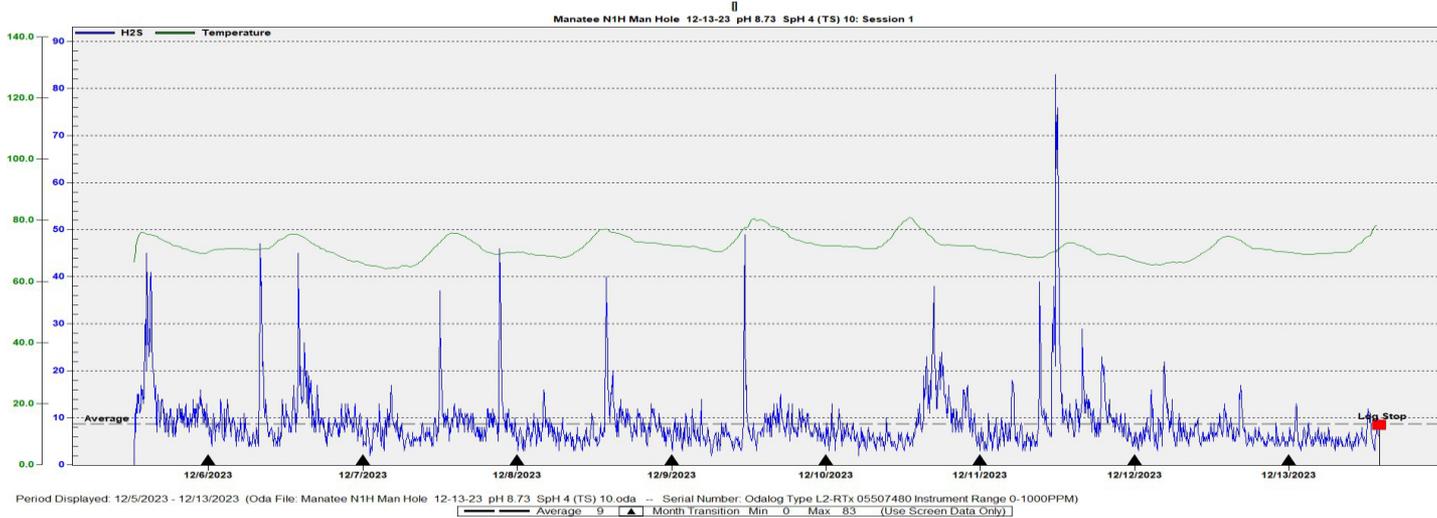
Action Items from December Meeting

December Action Items:

ACTION ITEMS	RESPONSIBLE PARTY
Check red valve at Colony Cove 6	Manatee County
Verify delivery dates at Parrish Master	Premier Magnesia
Determine if we still want to sample at MH and WW or just MH at 41A, per Dave P.	Manatee County & Premier Magnesia
Provide pump run times & flow data for NSK2 and N5B to Premier	JoLynn Schmitgen, Manatee County

Northeast

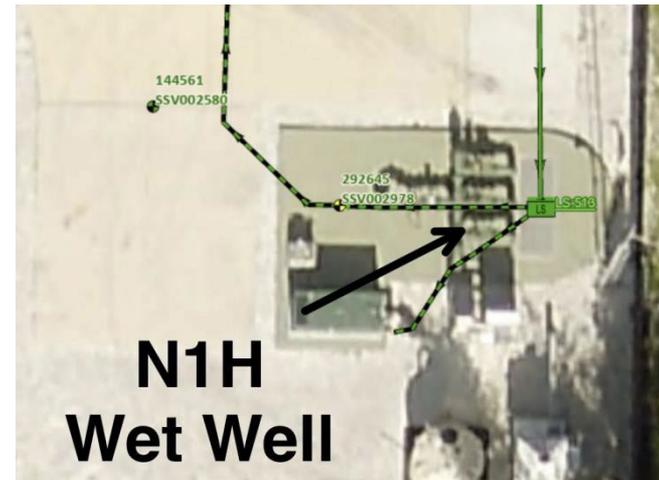
N1H Jail Control



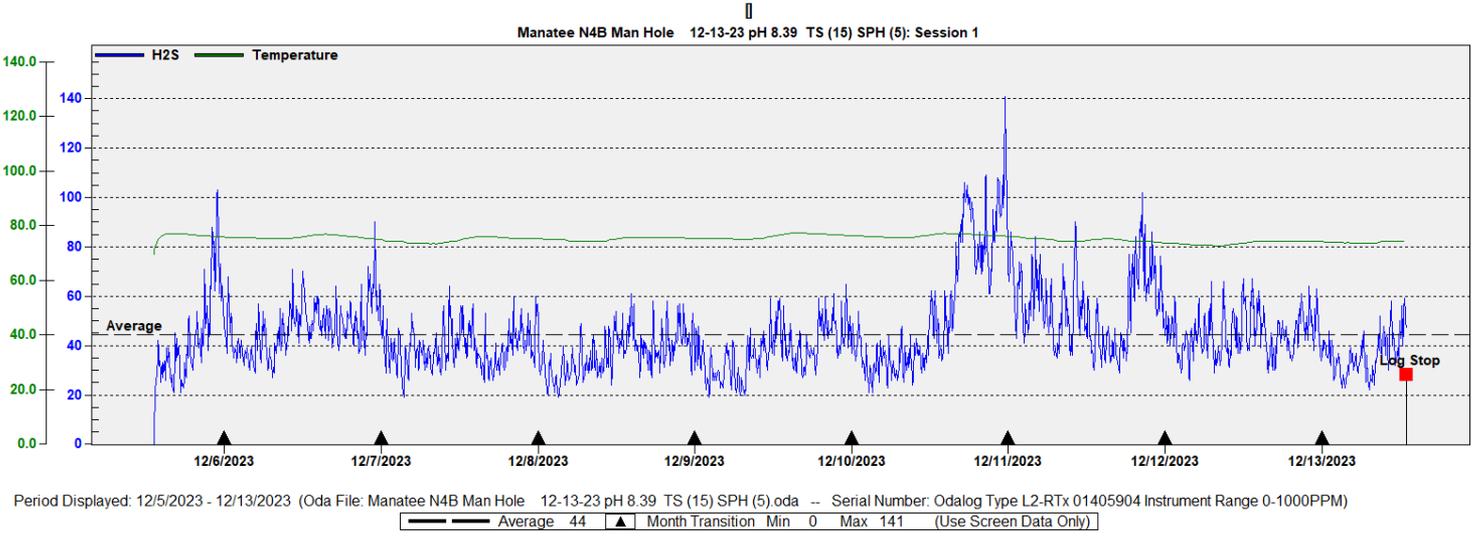
12/13/23 2:30

Average H₂S – 9 ppm ↓ pH – 8.73

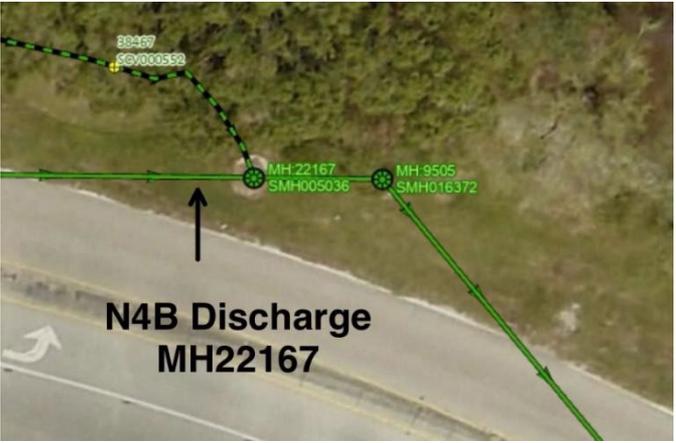
Total Sulfide – 10 Surface pH - 4



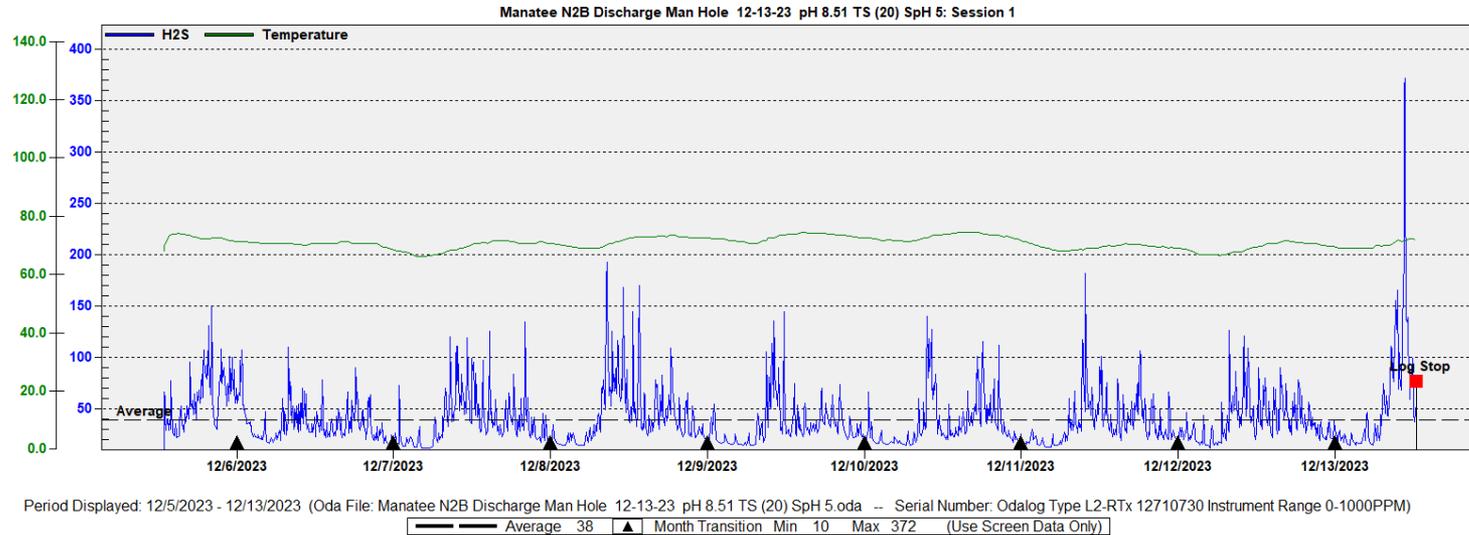
N4B Control Manhole



12/13/23 1:15 p.m.
 Average H₂S – 44 ppm pH – 8.39
 Total Sulfide – 15 Surface pH - 4



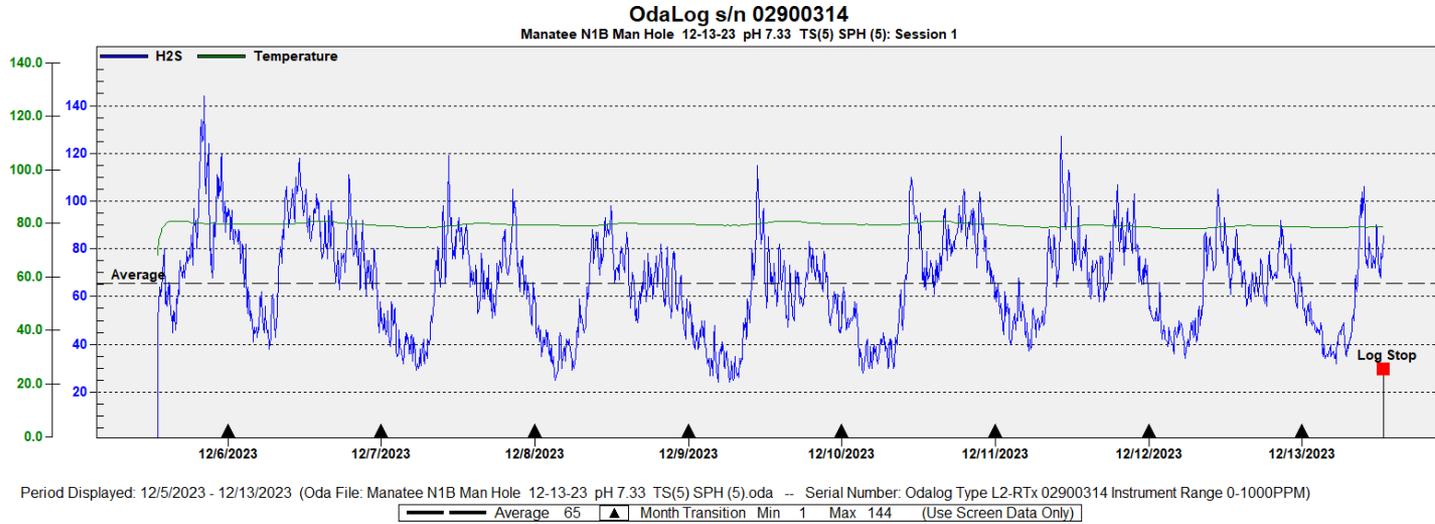
N2B Control Manhole 61st St and 41 Manhole



12/13/23 12:20
 Average H₂S – 38 ppm pH – 8.51
 Total Sulfide – 20 Surface pH - 5



N1B Station

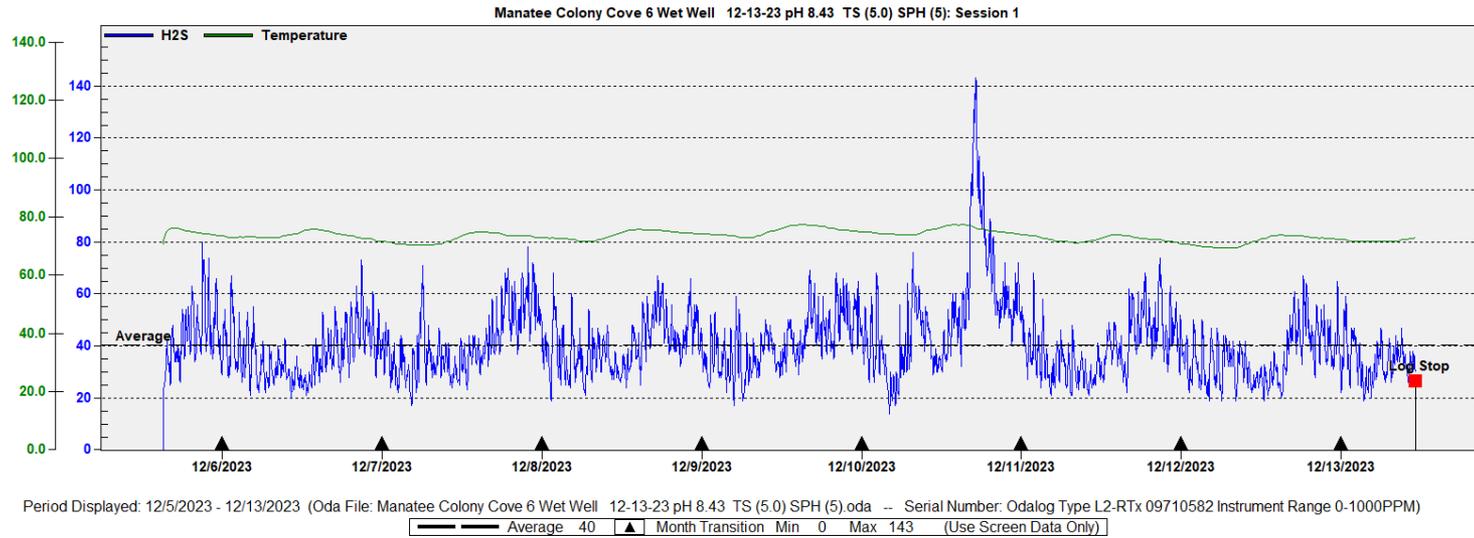


12/13/23 12:50
Average H₂S – 65 ppm
pH – 7.33
Surface pH - 5

TS – 5



Colony Cove 6



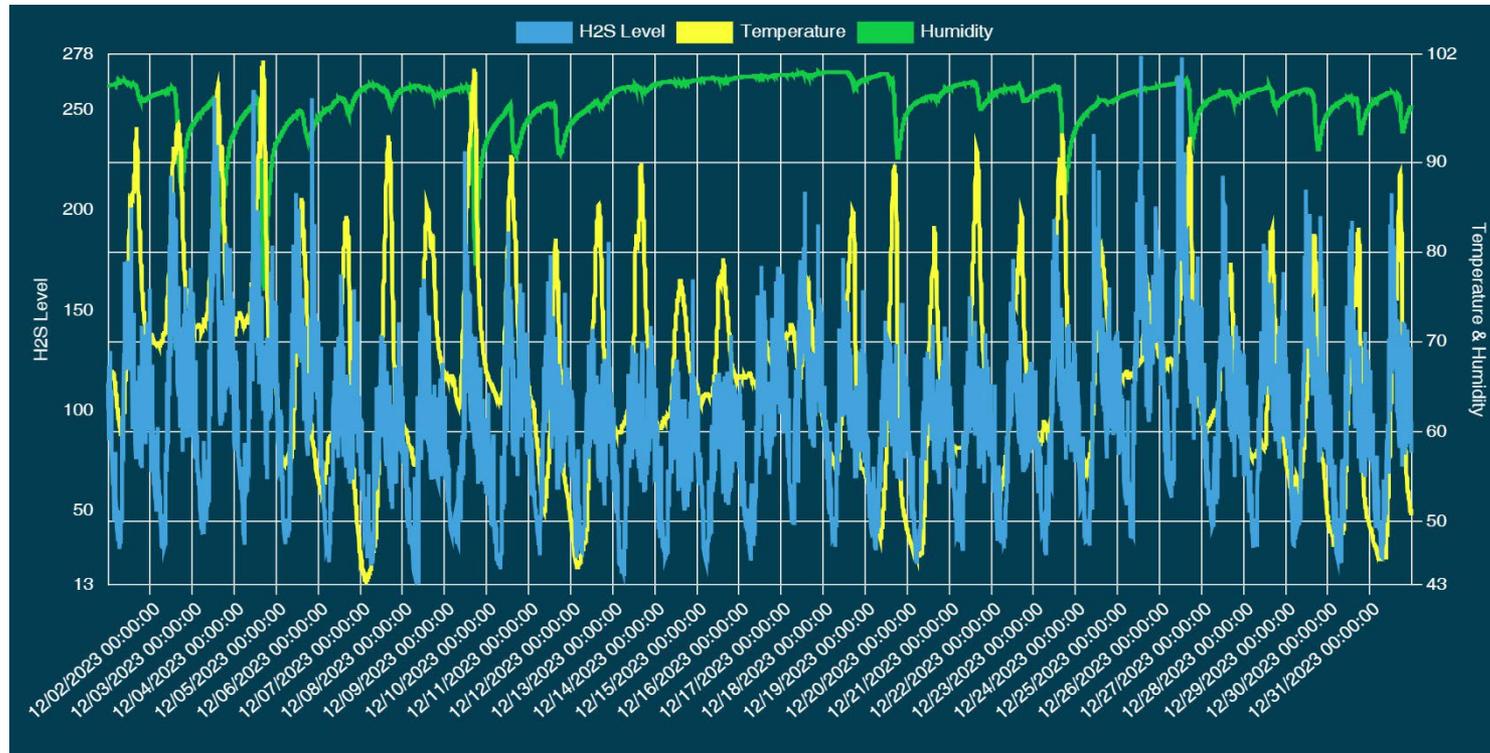
Sample Date – 12/13/23 11:15 Average H₂S – 40 ppm

pH – 8.43

Total Sulfide – 5 Surface pH - 5



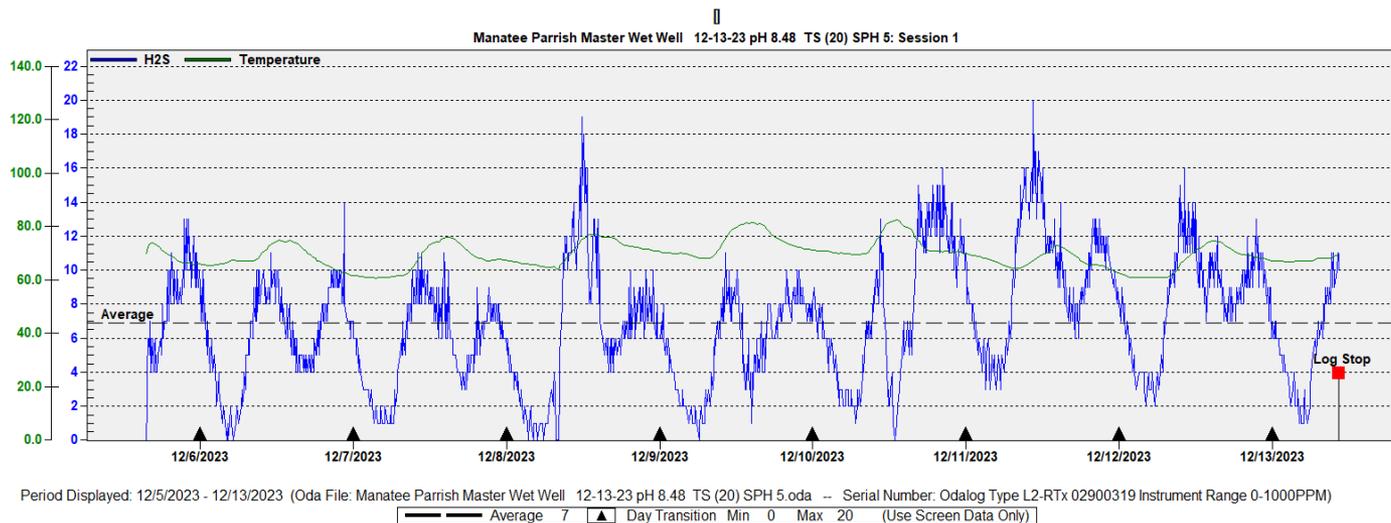
Parrish Master Biofilter Inlet



12/13/23 10:20
Average H2S – 93.4 ppm pH 8.48 -
Wetwell
TS – 20 - Wetwell Surface pH – 5 -
Wetwell



Parrish Master Wetwell



12/13/23 10:20

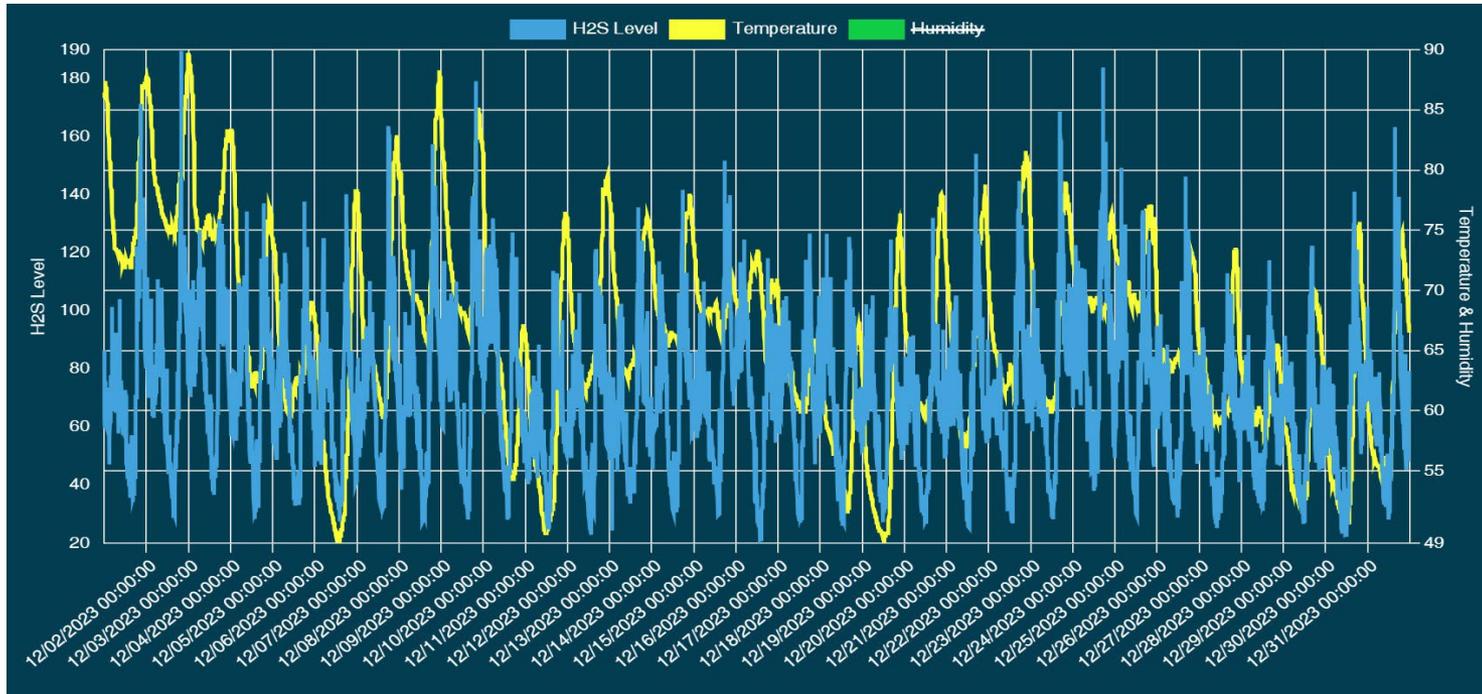
Average H2S – 7 ppm

pH 8.48 - Wetwell

TS – 20 - Wetwell Surface pH – 5 -
Wetwell



N1C



Sample Date – 12/13/23 10:50

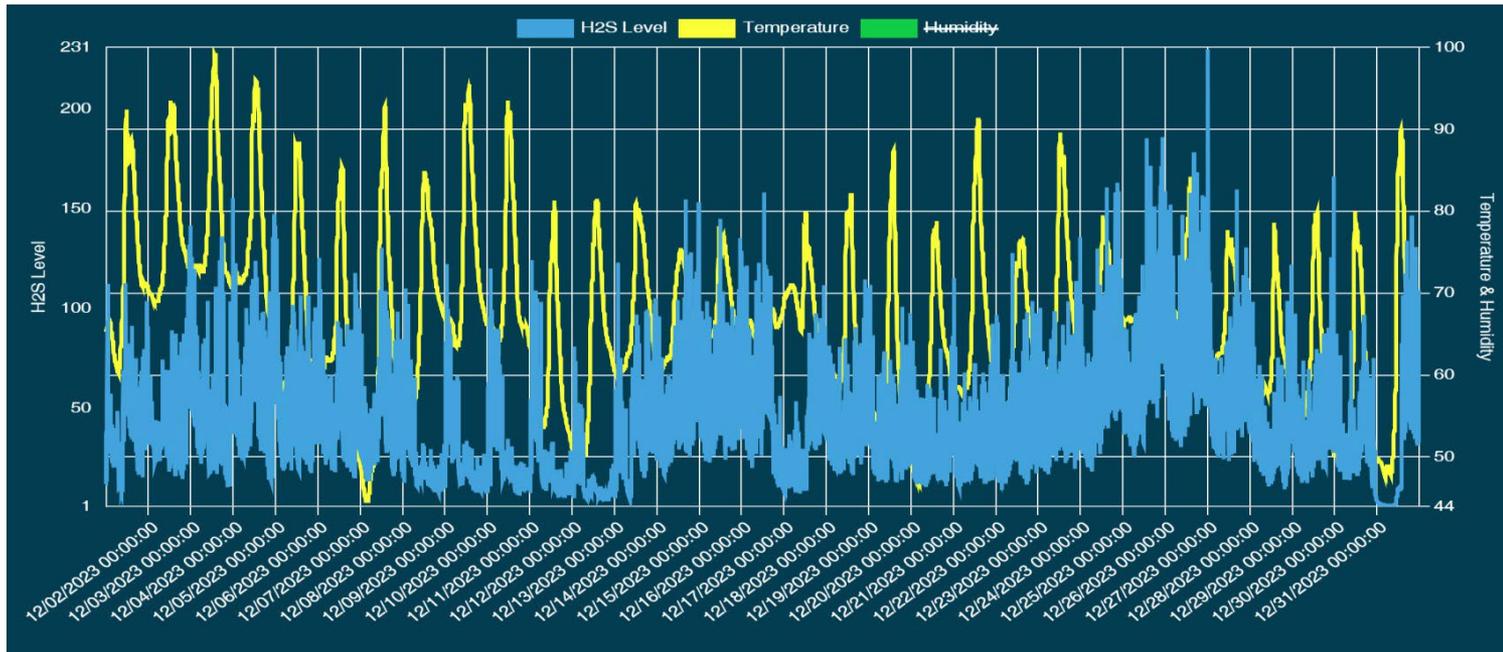
Average H₂S – 70.7 ppm

pH – 8.46

Total Sulfide – 20 Surface pH - 5



Tideview Master

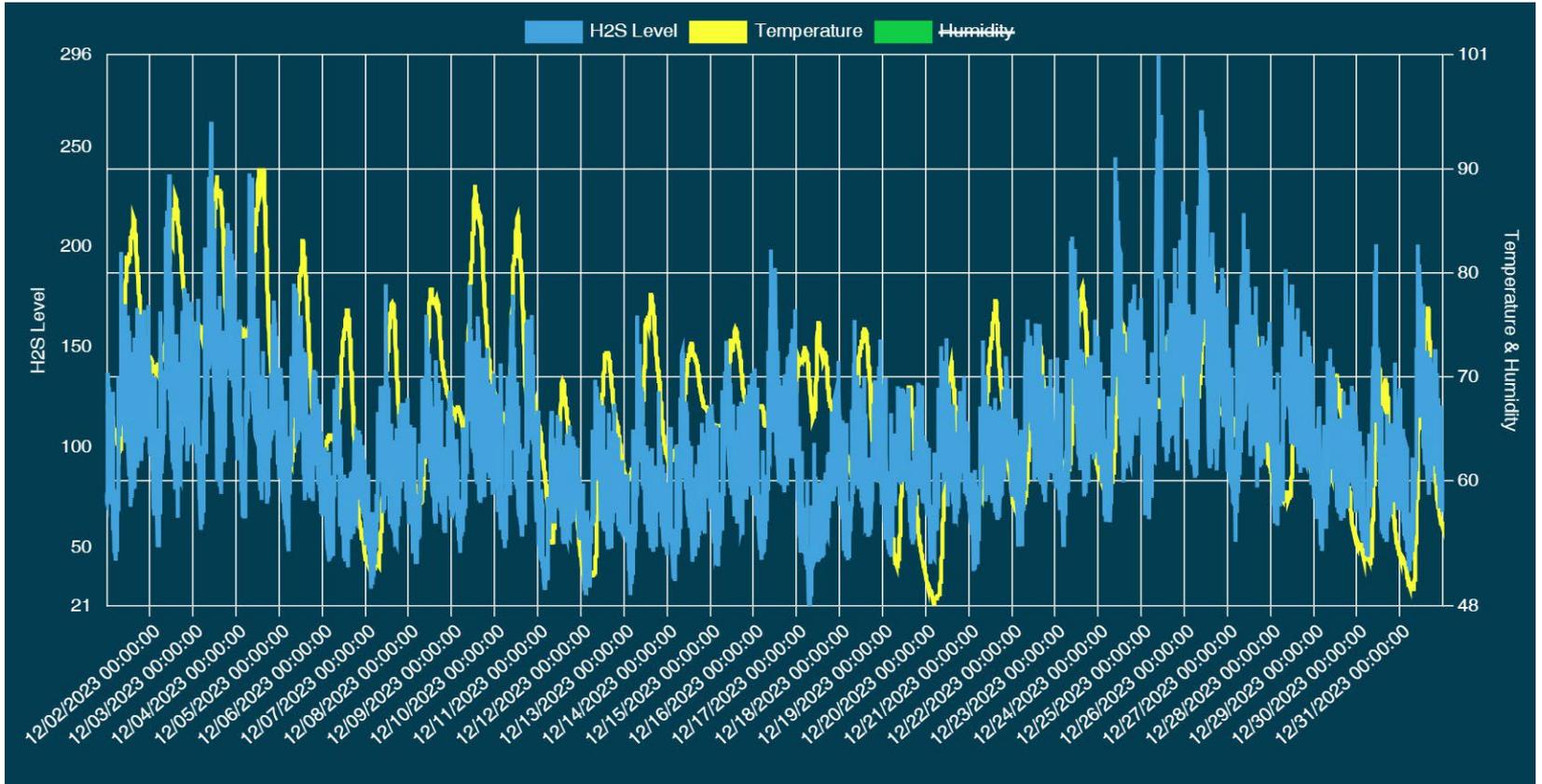


Sample Date – 12/13/23
H2S – 43.0 ppm pH – 8.09
TS - 5
Surface pH - 4

11:40

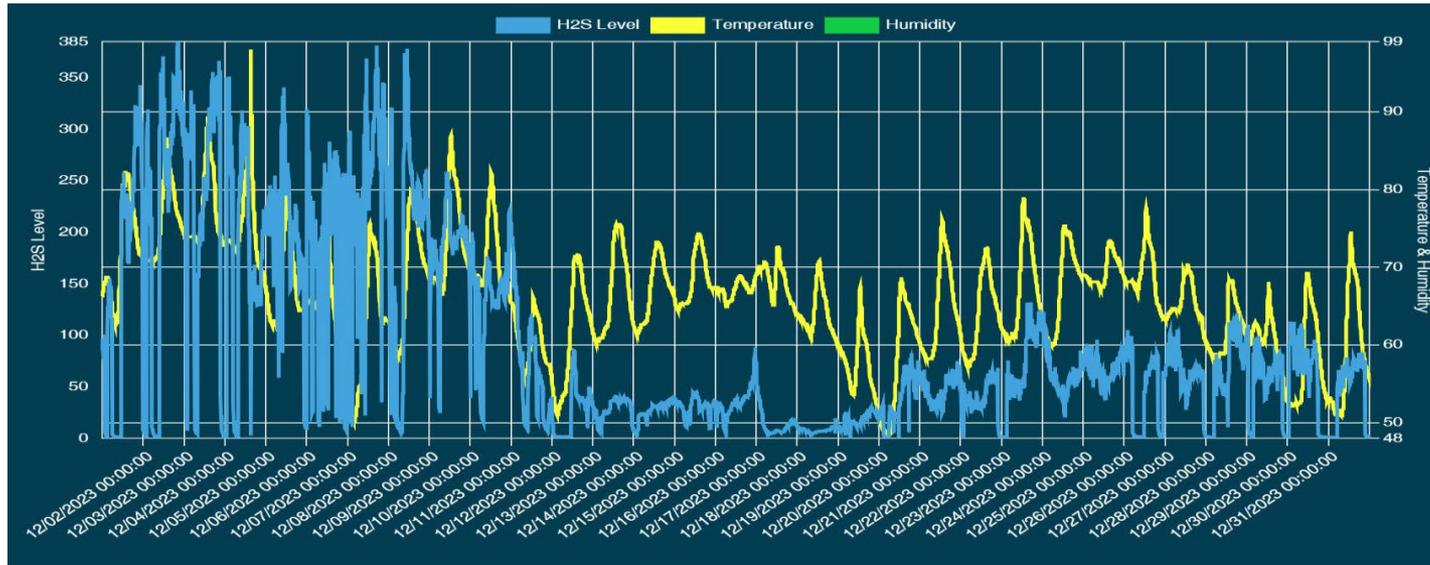


NEWWTP Headworks



Average H₂S – 98.1 ppm

Manatee 1M



Average H₂S – 91.6 ppm

MH 19154

12/11/23 - 1:20 – 1:35 pm

West – TS -10 pH – 8.36 SpH - 4

1M East – TS – 5 pH – 8.18 SpH - 4



MH 19153

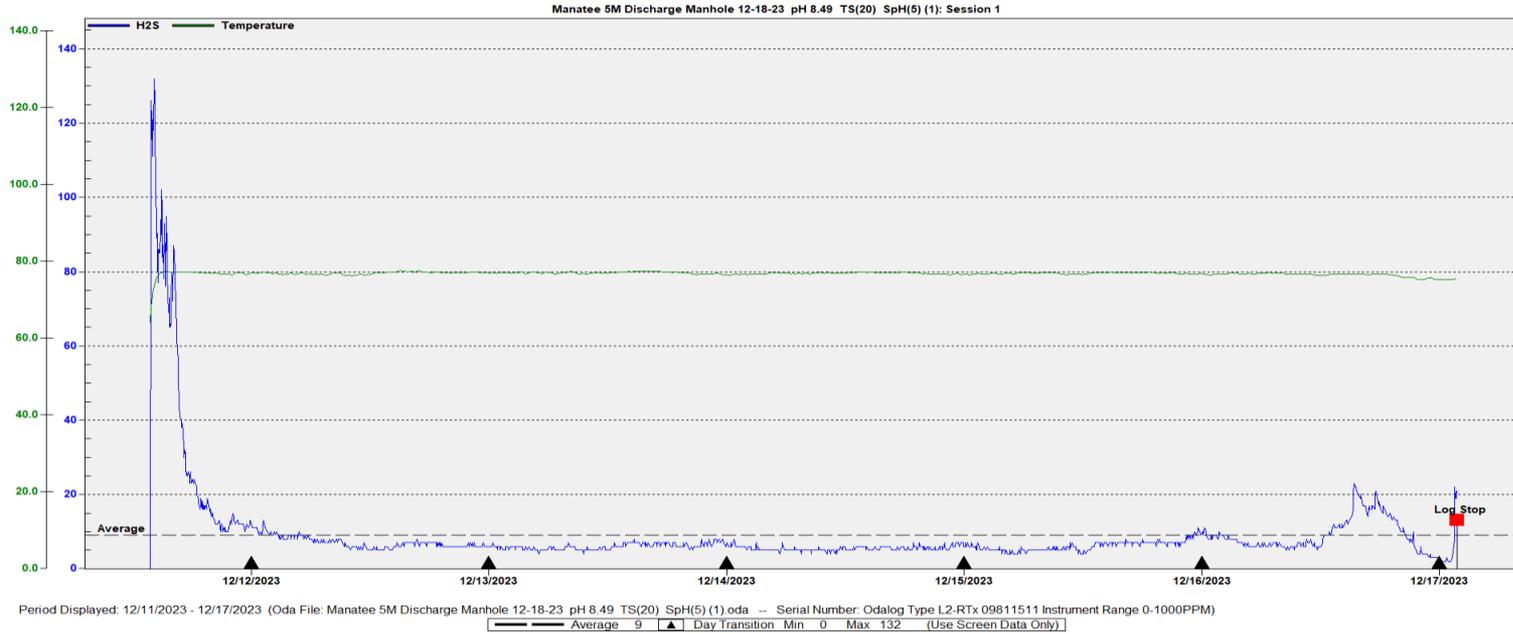
12/11/23 - 2:35

MH 300 ft. W

TS – 20 pH – 8.49 SpH - 5



#5 Discharge Manhole



H2S – 9 ppm

5 Discharge MH 19502

12/18/23 – 11:20 pm

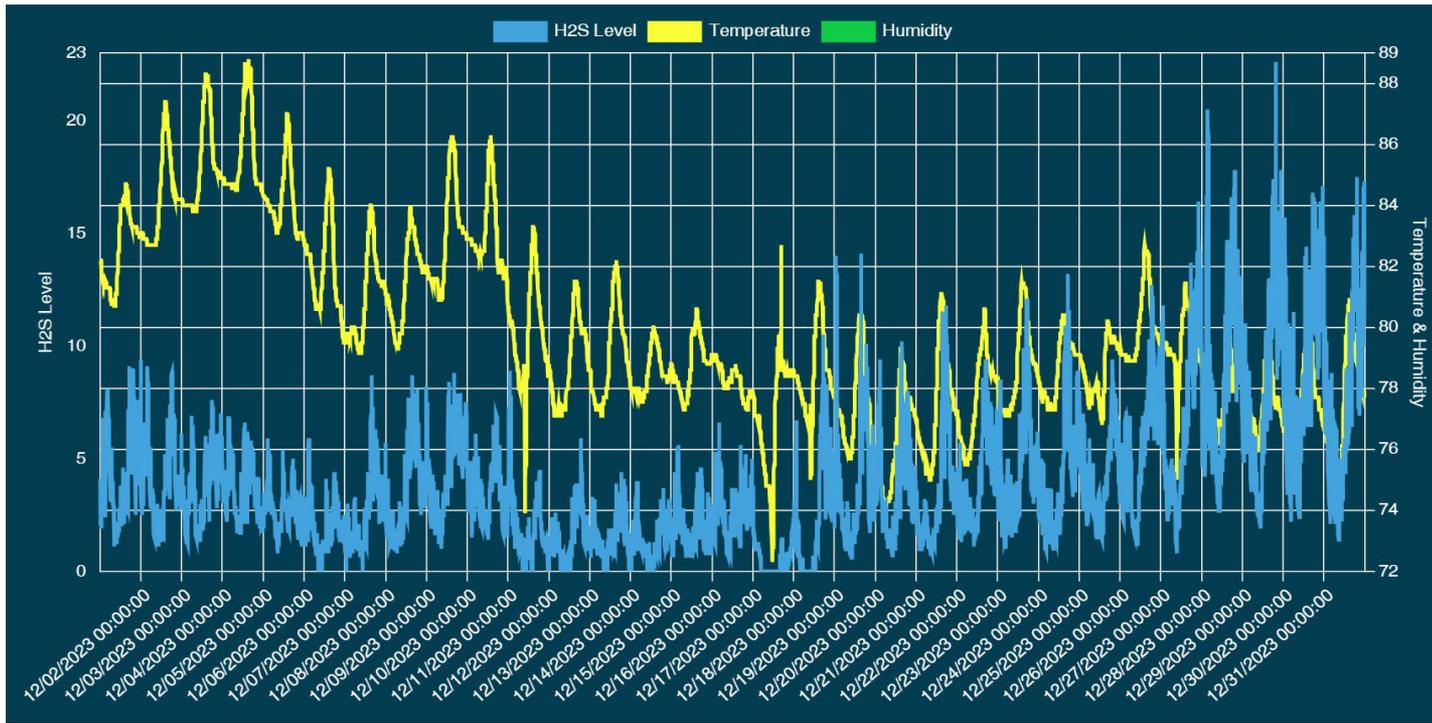
TS – 5

pH – 8.49

Surface pH - 5



AMI #11



H2S – 4 ppm

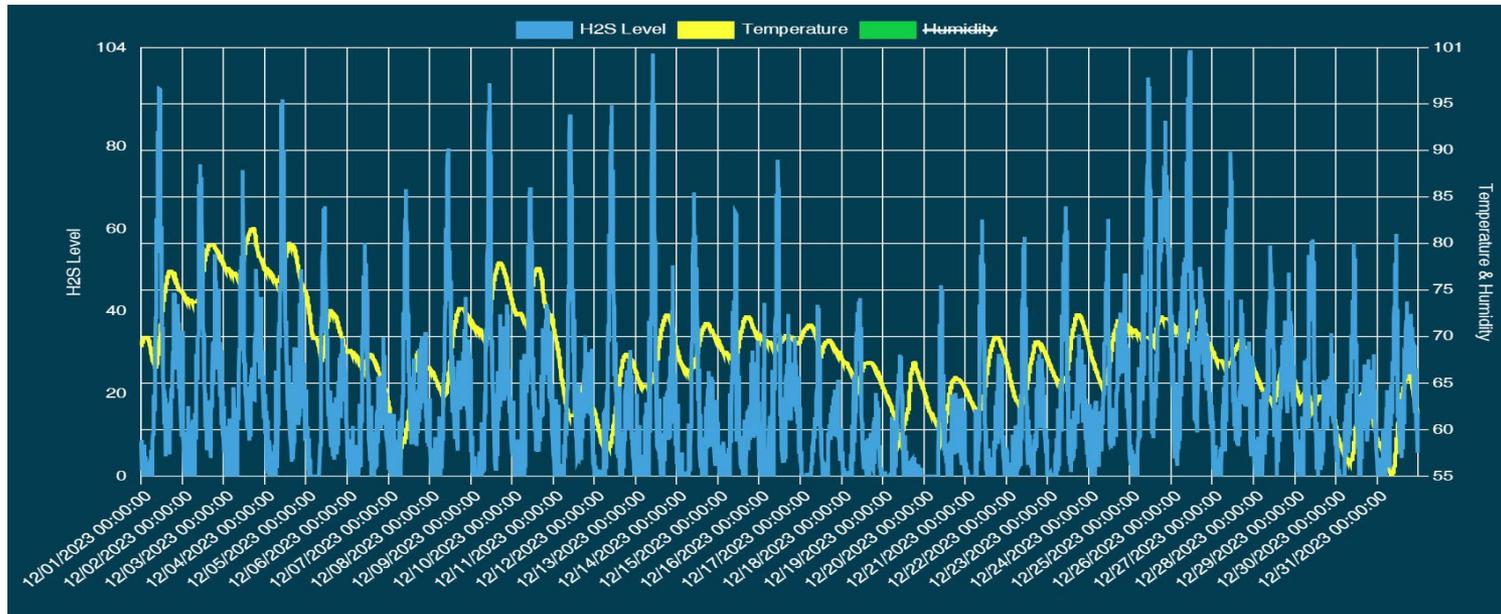
PS AMI #11 Wetwell

Sample Date 12/11/23 12:00 pH – 8.38

Total Sulfide – 2 Surface pH - 5



1D

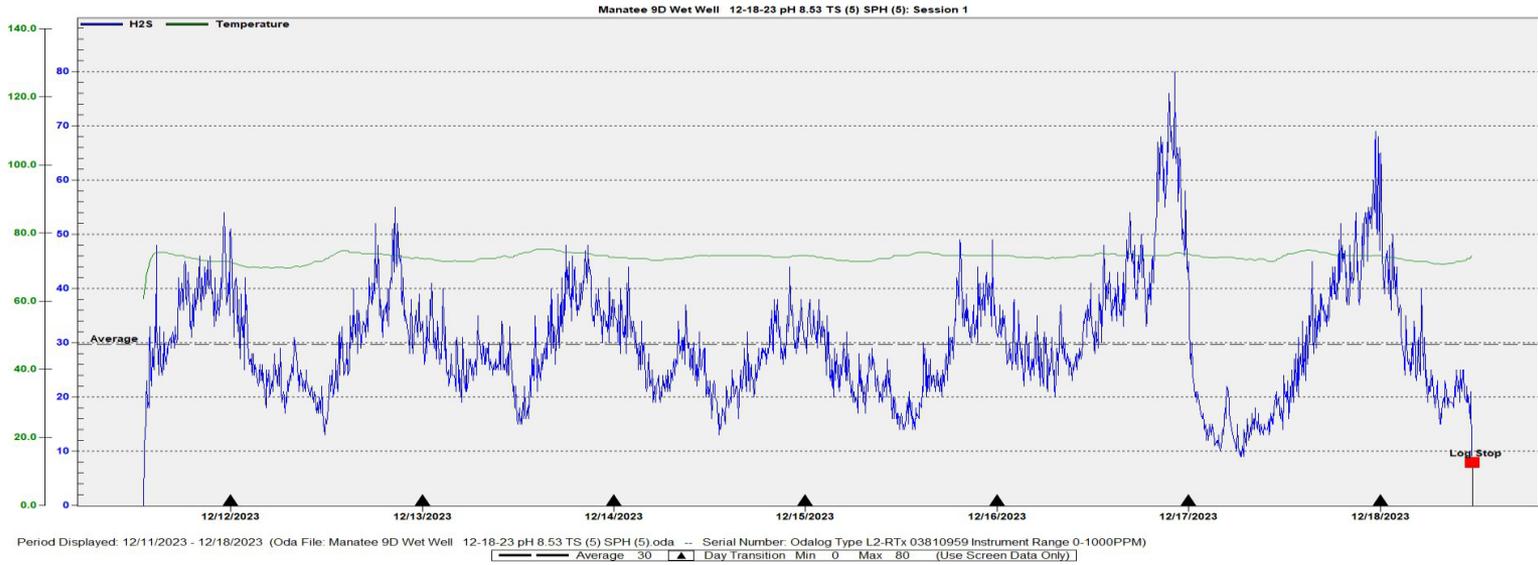


Average H₂S – 17.6 ppm

Sample Date – 12/11/23 1:00 pH – 8.2
Total Sulfide – 0.5 Surface pH - 4



9D



H₂S – 30 ppm

PS 9D Wetwell

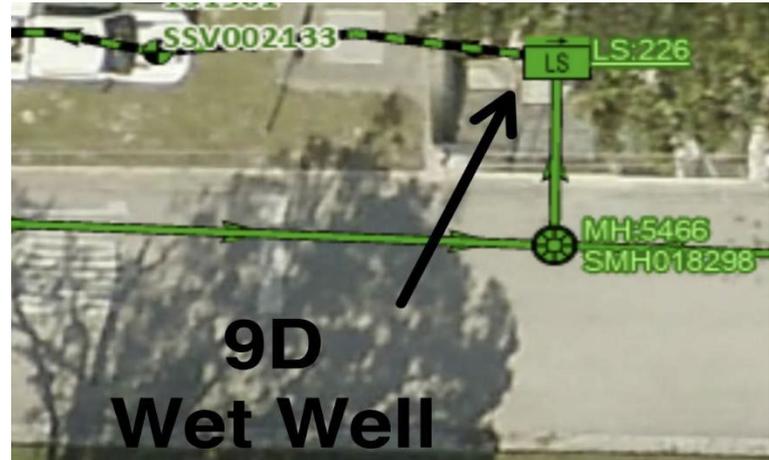
Sample Date – 12/18/23 11:00

H₂S – 30 ppm

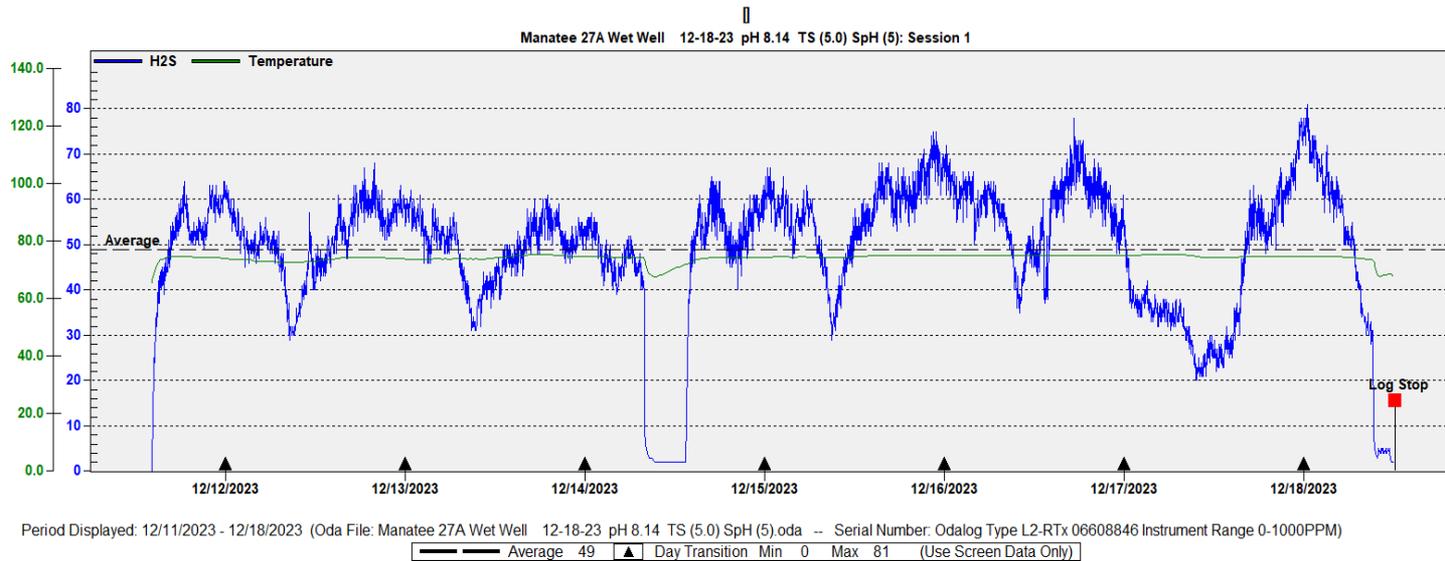
pH – 8.53

TS – 5

SpH - 5



27A Wetwell



Average H₂S – 48 ppm

PS 27A Wetwell

Sample Date 12/18/23 12:30 pm

pH – 8.23

Total Sulfide – 2

Surface pH - 5

Manhole

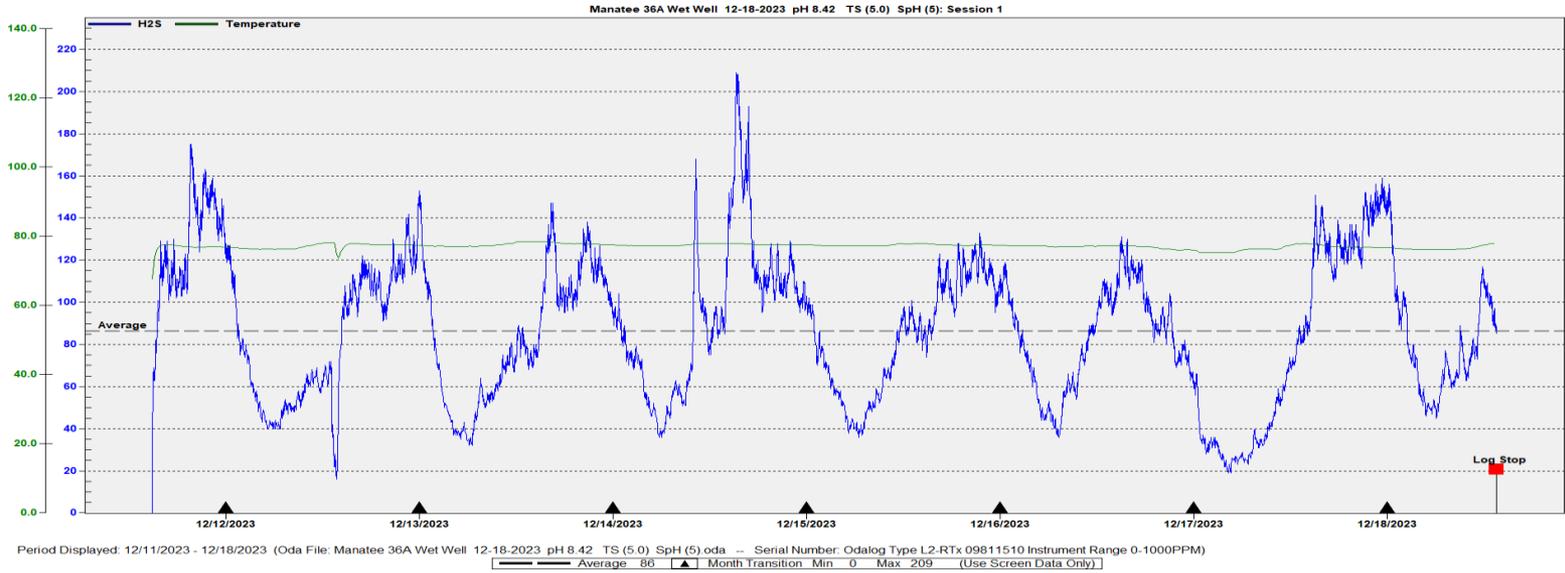
12/11/23 2:30

pH – 8.18 Surface pH - 5

TS – 5



36A Wetwell



Average H₂S – 86 ppm

36A Wetwell

Sample Date 12/18/2023 2:15 pm

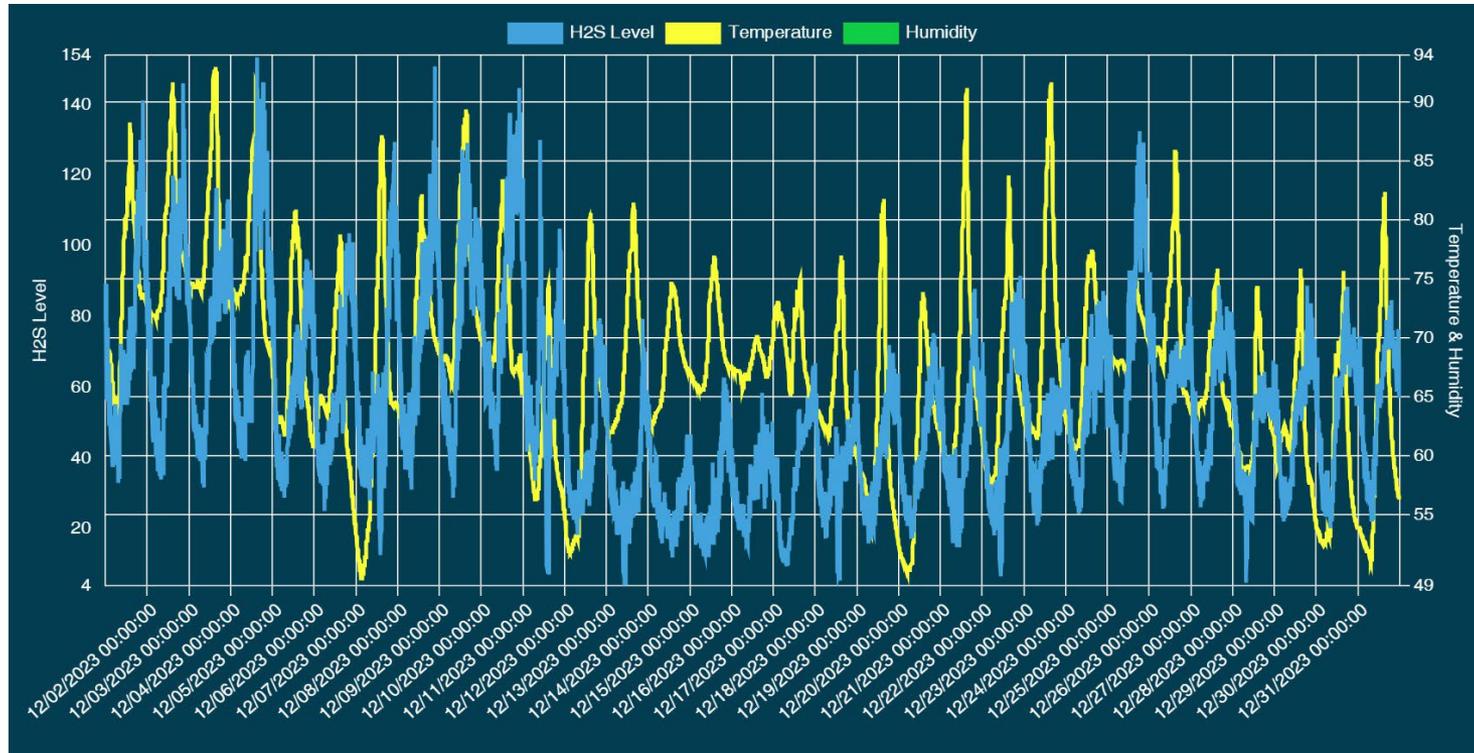
pH - 8.42

Total Sulfide – 5

Surface pH - 5



13A Air Phase Inlet



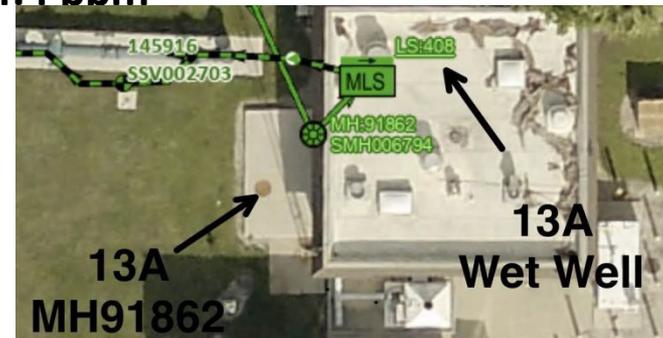
Average H₂S – 54.4 ppm

Sample Date – 12/18/23

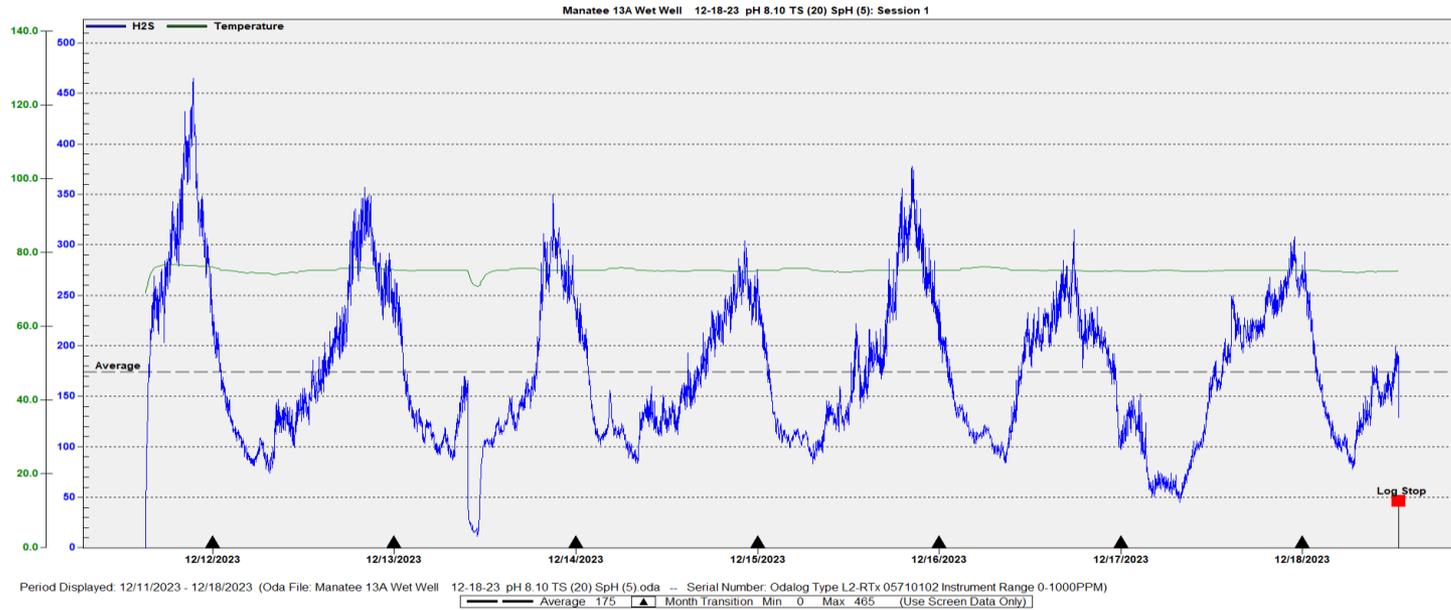
– 8.1

Total Sulfide – 20 Surface pH - 5

1:10pm pH



13 A Wetwell



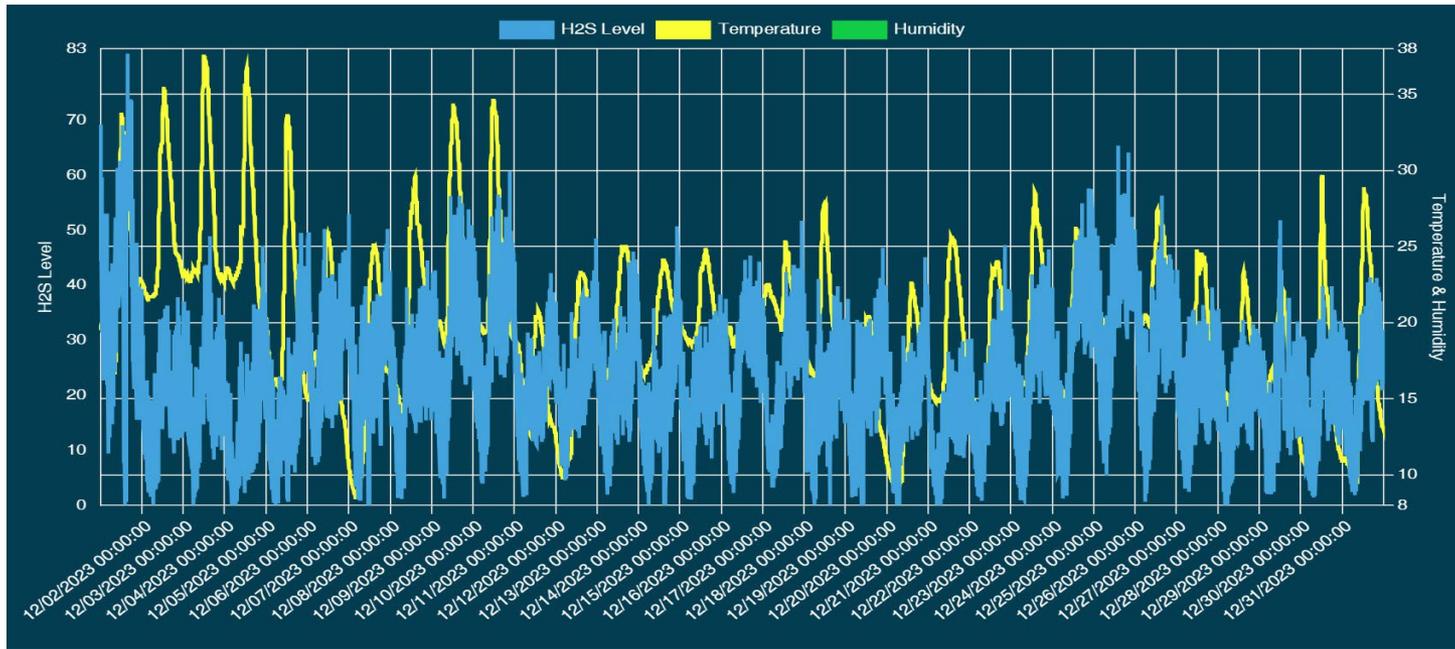
Wetwell 12/18/23
 ppm pH – 8.1 TS – 20
 Surface pH – 5

1:10 pm H₂S – 175

MH91862 12/11/23 2:55
 pH – 8.11 TS – 20 SpH - 5



12A



Average H₂S –22.6 ppm

Sample Date 12/18/23 12:40 pm

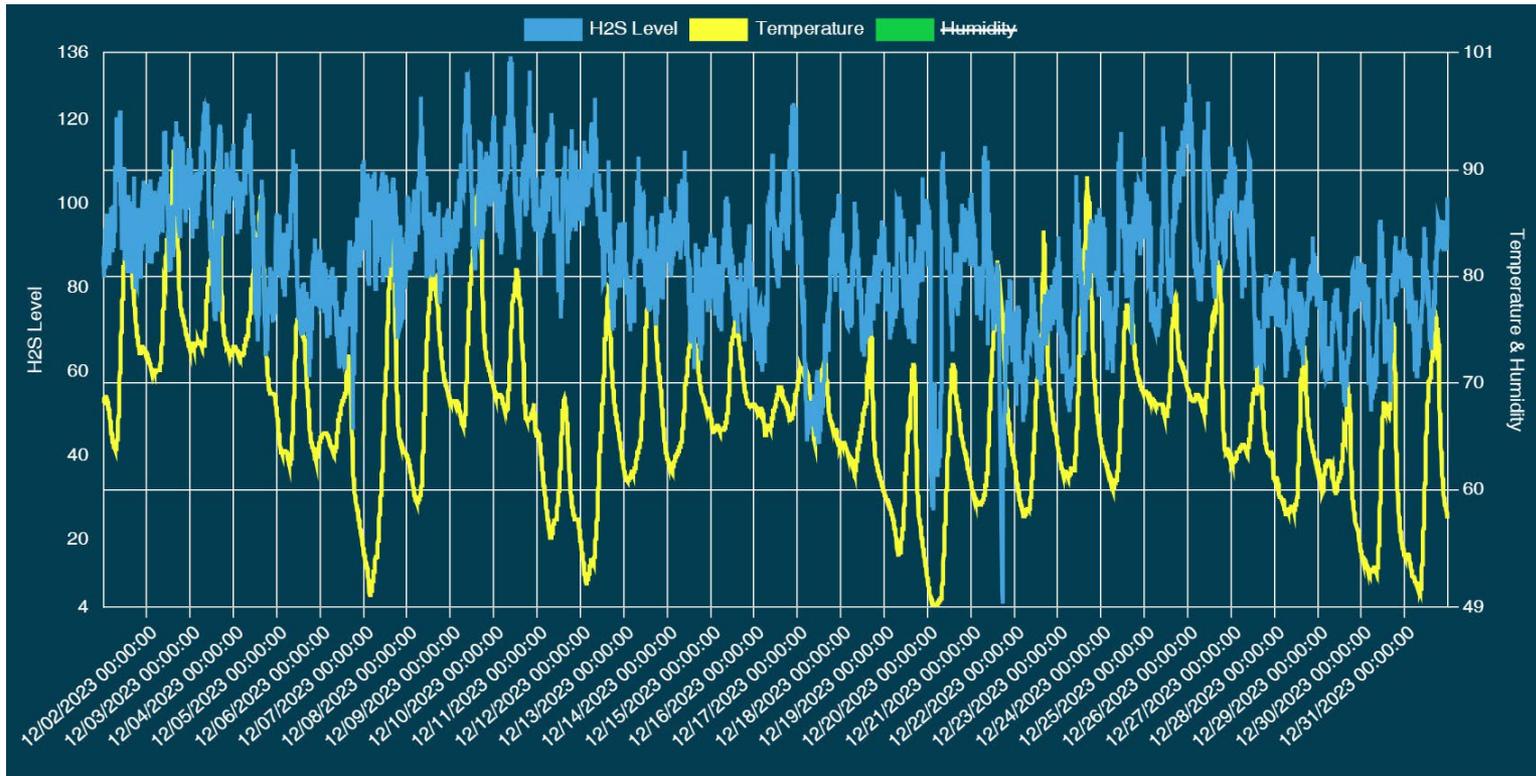
Total Sulfide – 2

pH – 8.23

Surface pH - 5

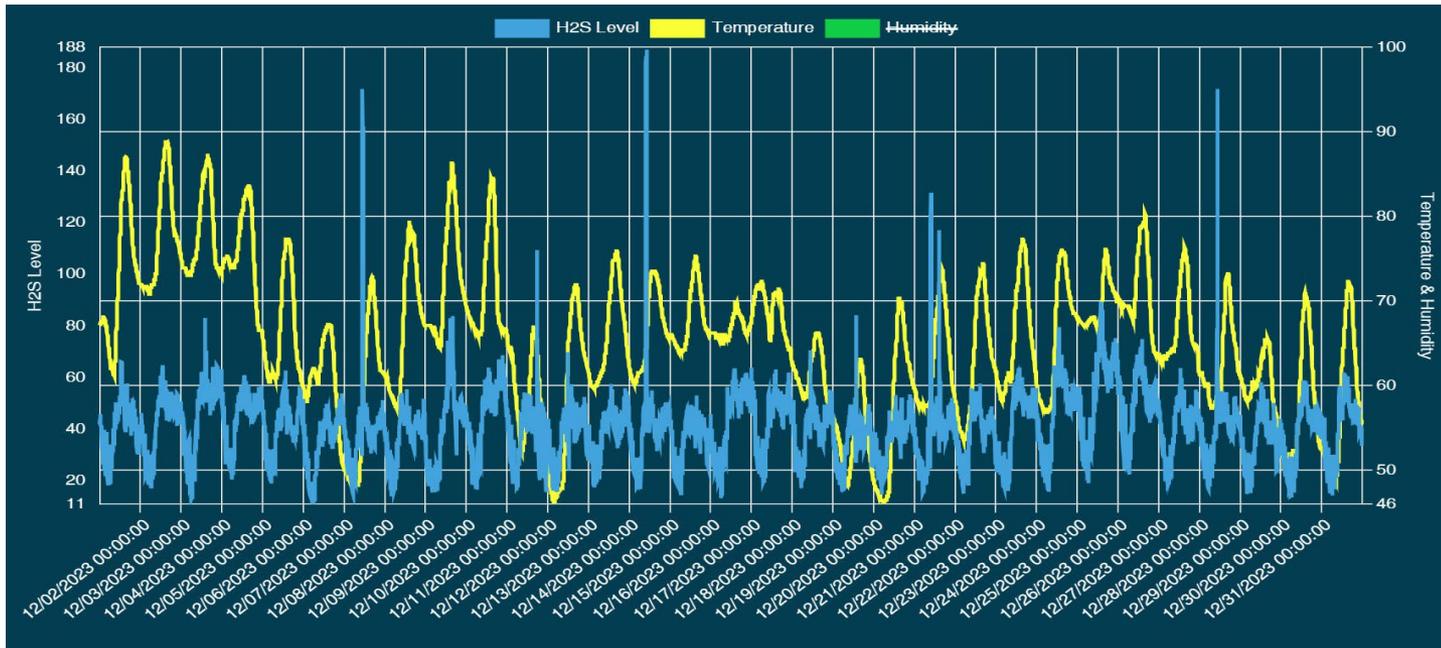


Southwest WWTP



Average H₂S – 87 ppm

Southeast System Pope Road PS



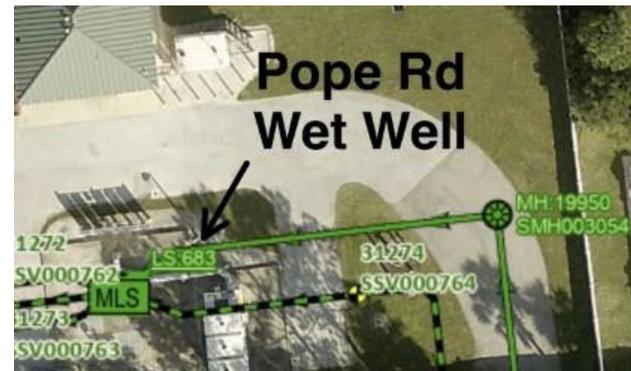
Average H₂S – 40.6 ppm

Sample Date 12/6/23 12:40 p.m.

pH – 8.49

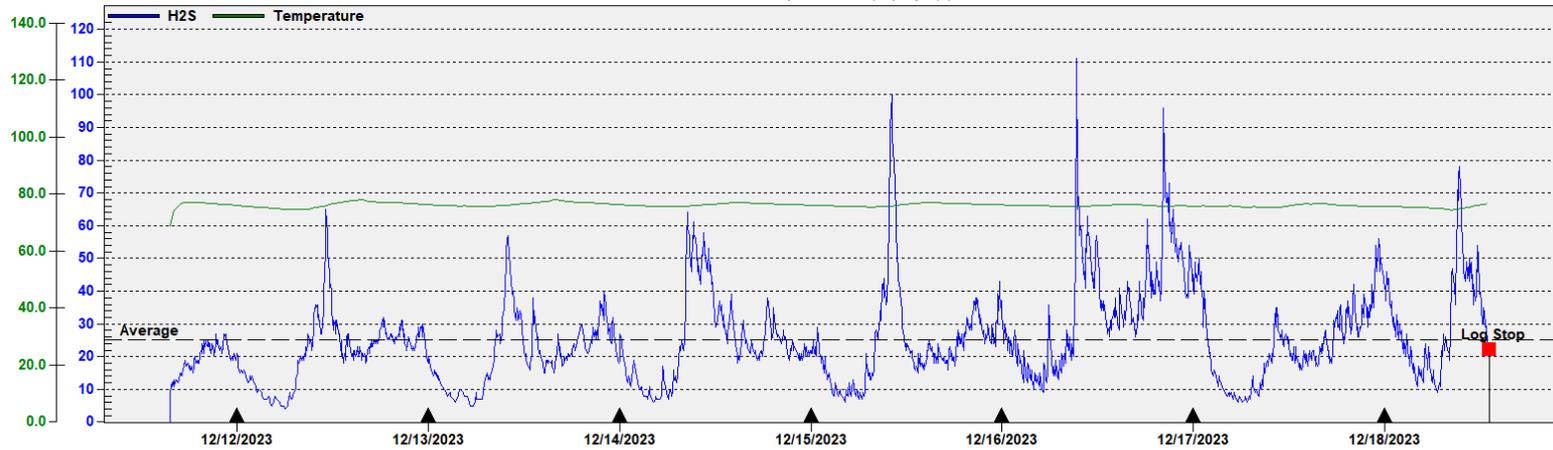
TS – 20

Surface pH - 4



University Commons Control 40A

Premier Chemicals - OdaLog s/n 03900397
Manatee 40A Wet Well 12-18-23 pH 8.61 TS (10) SpH(5): Session 1



Period Displayed: 12/11/2023 - 12/18/2023 (Oda File: Manatee 40A Wet Well 12-18-23 pH 8.61 TS (10) SpH(5).oda -- Serial Number: OdaLog Type L2-RTx 03900397 Instrument Range 0-1000PPM)

— Average 25 ▲ Month Transition Min 0 Max 111 (Use Screen Data Only)

Sample Date – 12/18/23

1:35

Average H₂S – 25 ppm

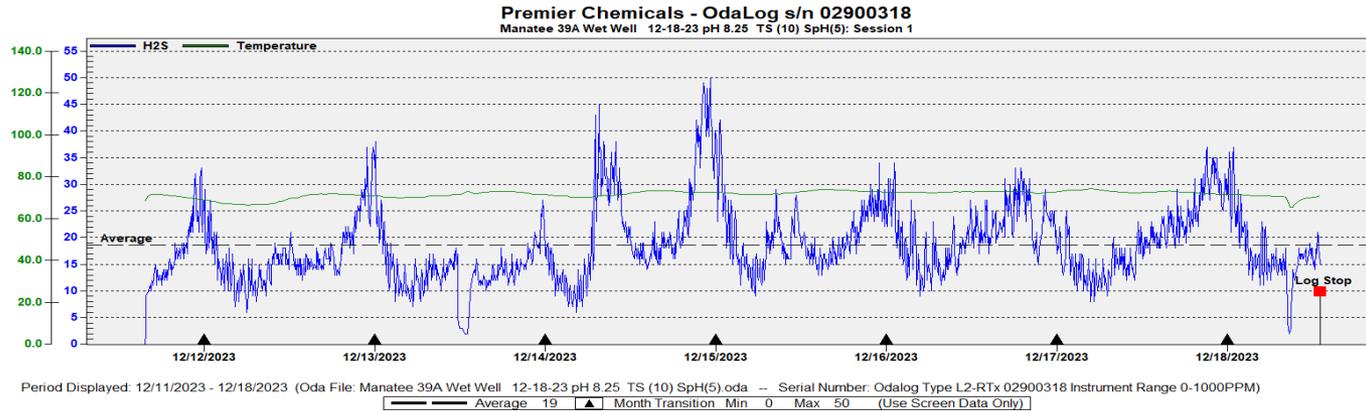
pH – 8.61

TS – 10

Surface pH - 5



39A with Feed at University Commons, Henson, 38A and Country Oaks



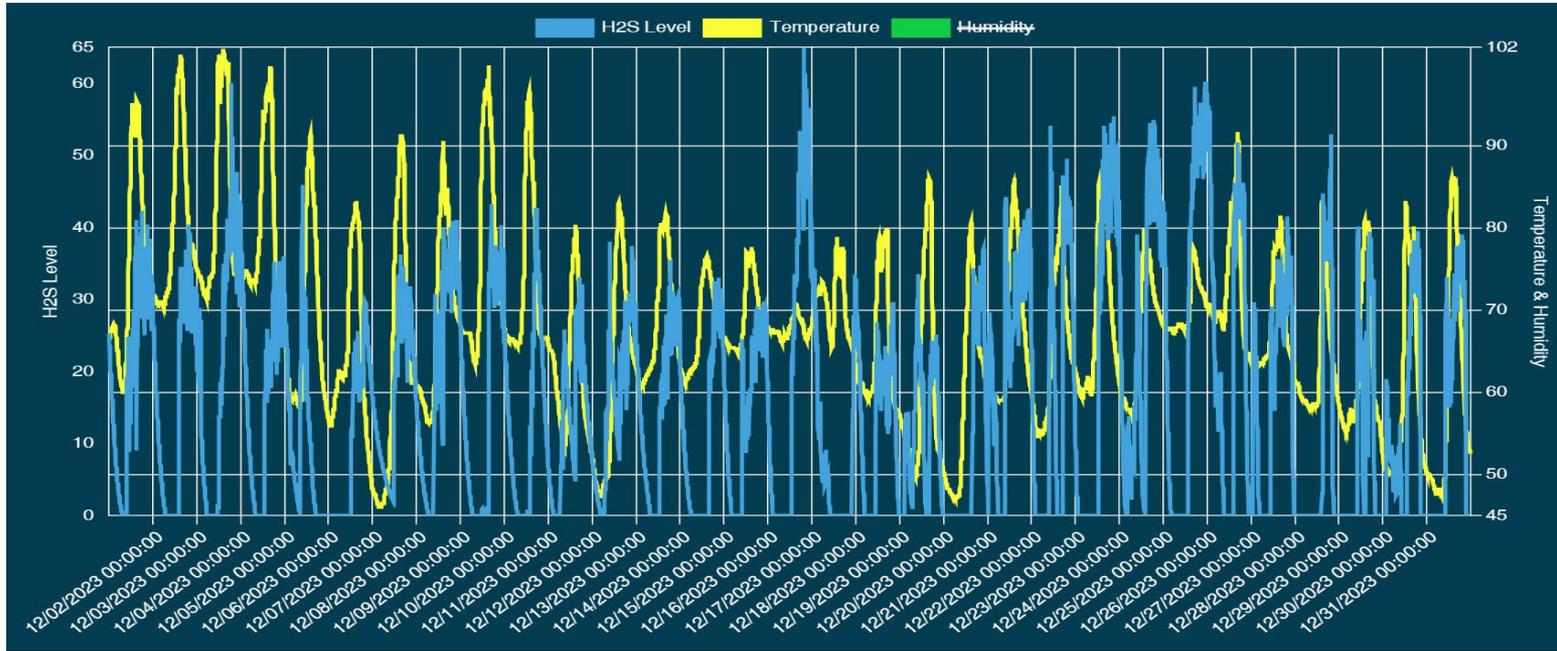
Average H₂S – 19 ppm

Sample – 12/18/23 1:50 pm
pH – 8.25
Total Sulfide – 10
Surface pH - 5

Force Main Sample – 12/11/23 4:00 MH8568
pH – 8.39 TS – 5 Surface pH - 5
Gravity Sample – 12/11/23 4:20 MH5714
pH – 8.68 TS – 10 Surface pH - 5



Heritage Harbor Master



H₂S – 15.5 ppm

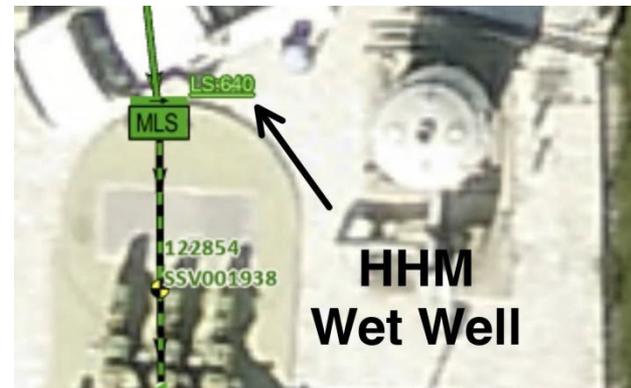
Heritage Harbor Master Wetwell

Sample Date 12/6/23 11:40

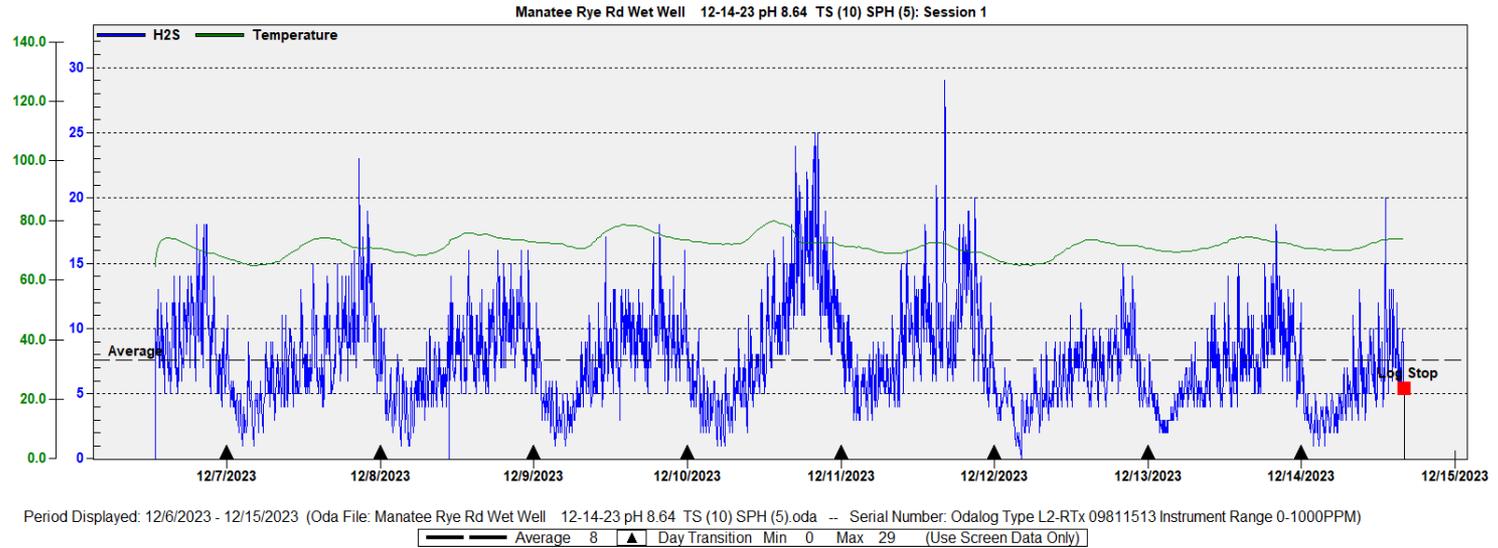
pH – 8.39

TS – 10

Surface pH - 4



Rye Rd Master



Rye Road Master Wetwell

Sample Date – 11/12/23 1:40

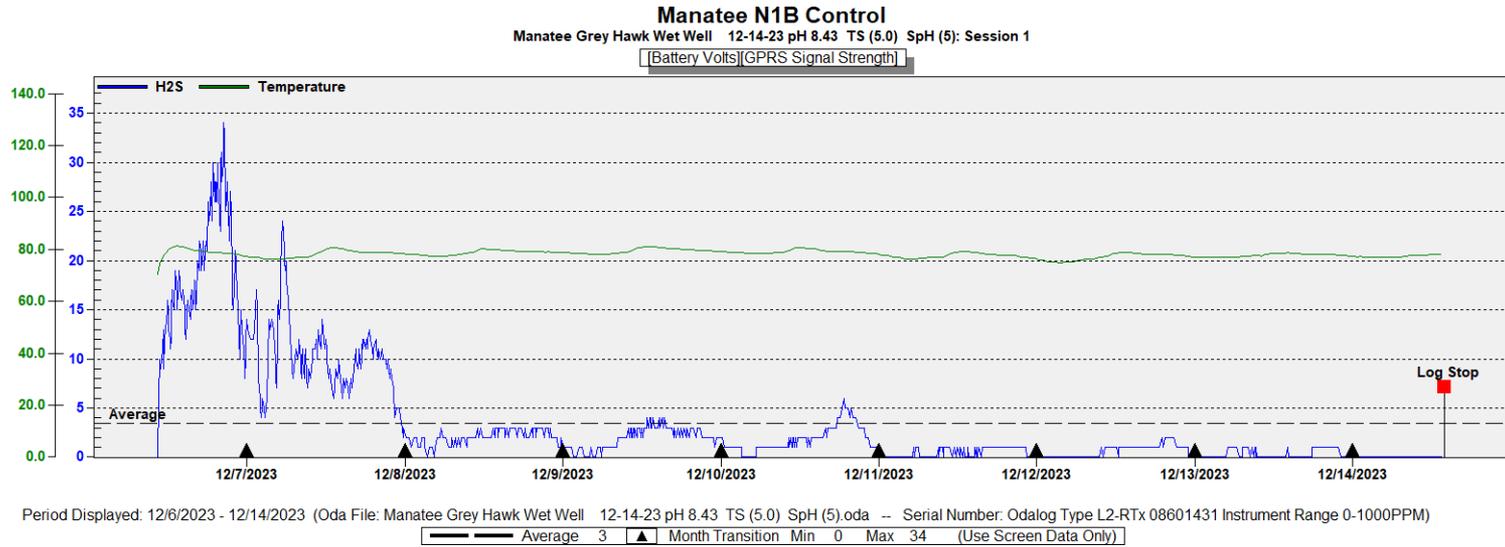
H₂S – 8 ppm

pH – 8.64

Total Sulfide – 10 Surface pH - 5



Greyhawk 1



Greyhawk 1 Wetwell

Sample Date – **12/14/23** 3:40 pm

H₂S – 3 ppm

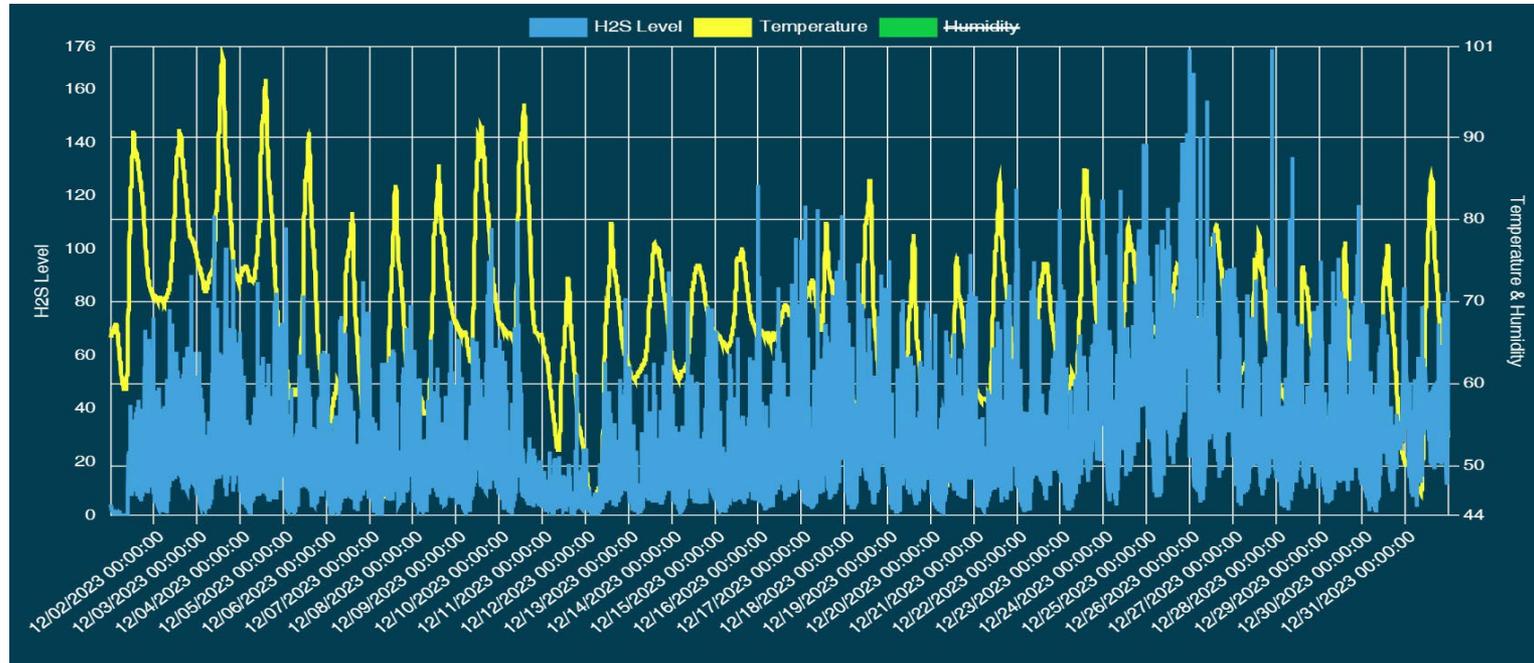
pH – 8.43

Surface pH - 5

TS – 5



Missionary Village



H₂S – 26.3 ppm

Missionary Village Wetwell

Sample 12/6/23 – 12:00 pm

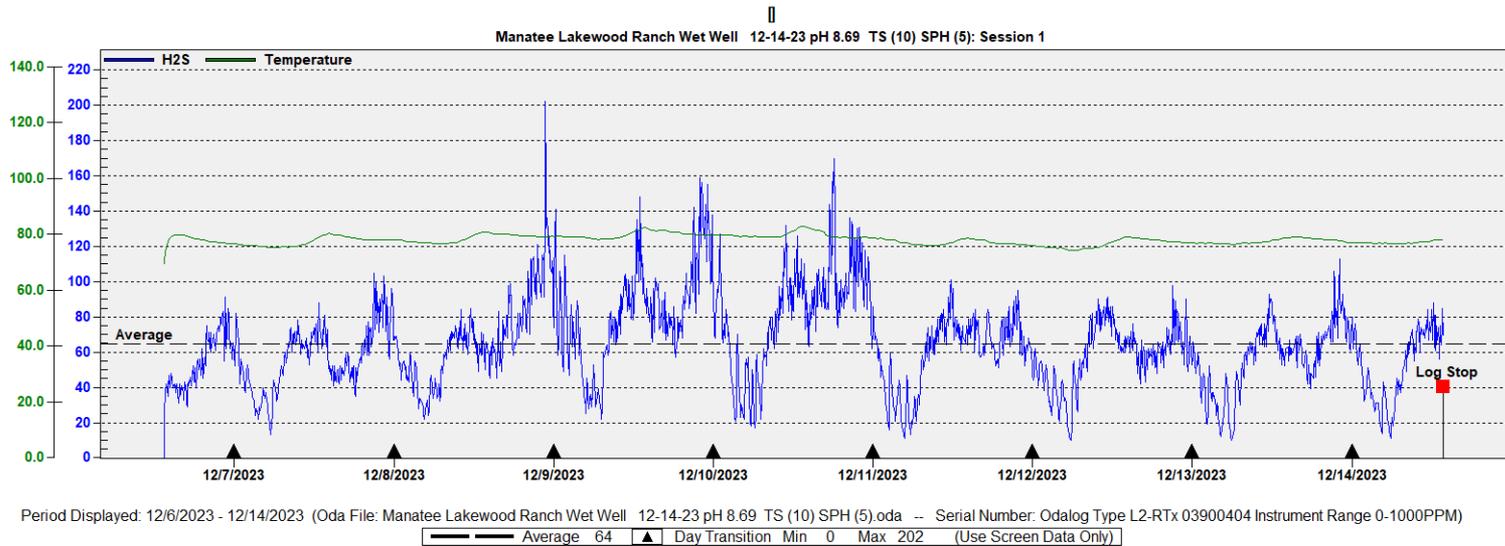
pH – 8.2

TS – 2

Surface pH - 4



Legacy 13 Control Point – Lakewood Ranch Repump



Lakewood Ranch Repump Station

Sample Date – 12/14/23 1:15

H2S – 64 ppm

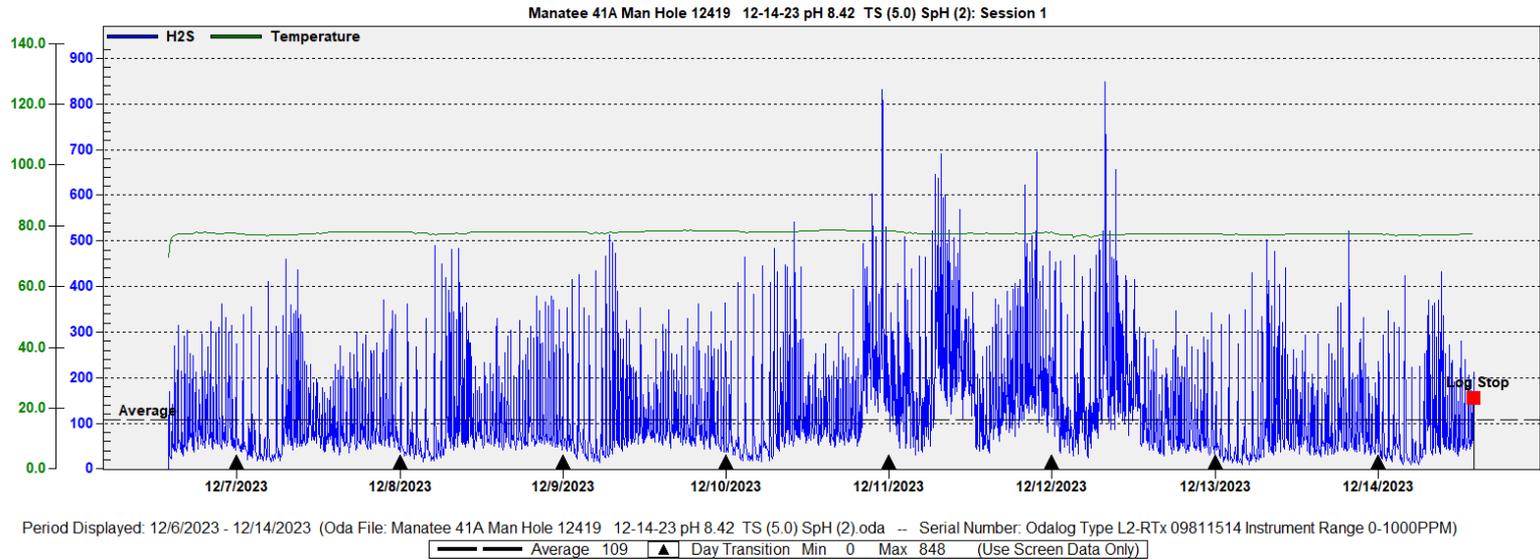
pH – 8.69

TS – 10

Surface pH - 5



41A MH12419



Sample Date 12/14/23 2:00 pm H2S – 109 ppm

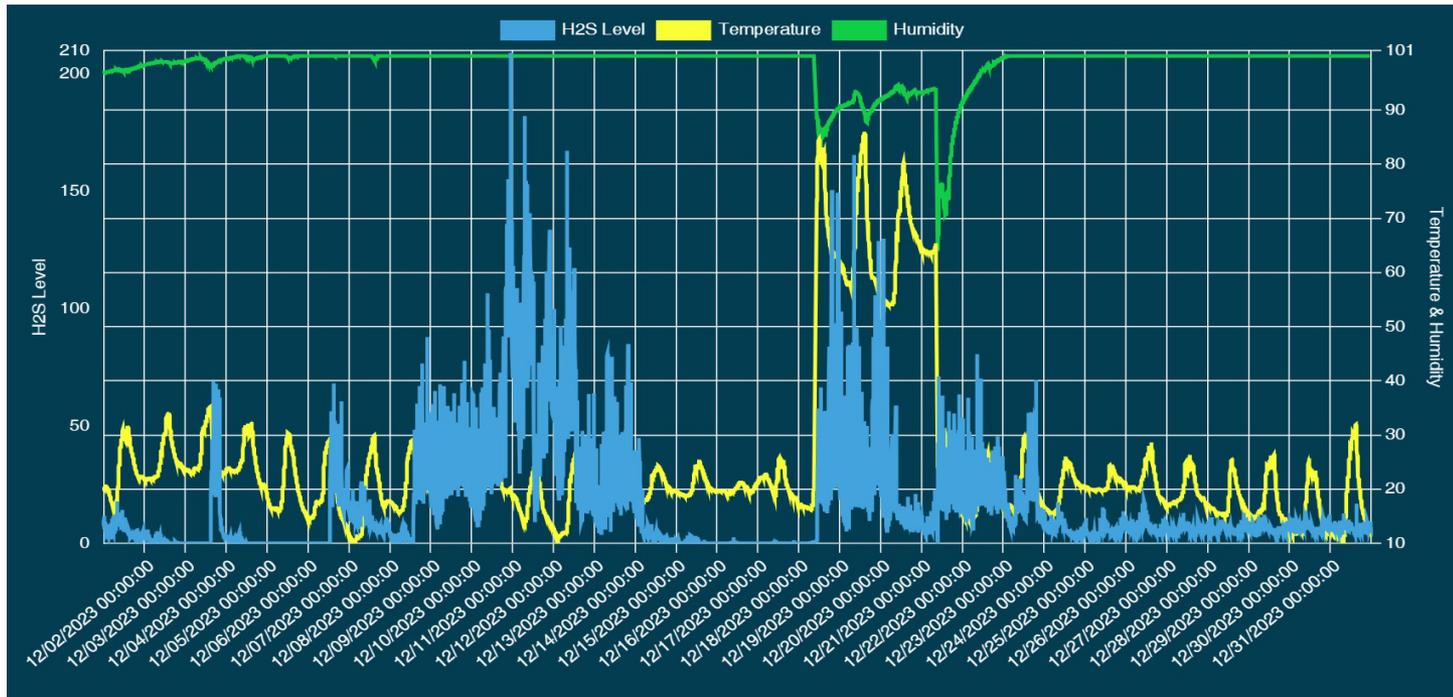
pH – 8.42

TS – 5

Surface pH - 2



41A Biofilter Inlet



Sample Date – 12/6/23
H₂S – 15.8 ppm pH – 8.43
TS – 5
Surface pH - 5

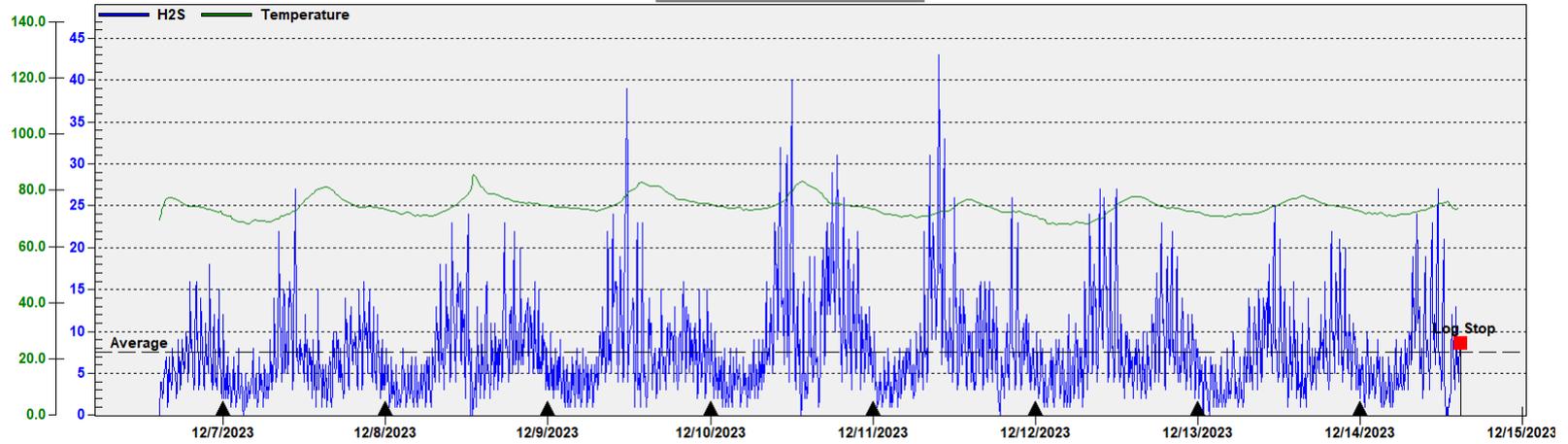
1:40



Tara 20 Wetwell

Manatee Tara 20 W.W 12-14-23 pH 8.23 TS (20) SpH (5): Session 1

[Battery Volts][GPRS Signal Strength]



Period Displayed: 12/6/2023 - 12/15/2023 (Oda File: Manatee Tara 20 W.W 12-14-23 pH 8.23 TS (20) SpH (5).oda -- Serial Number: OdaLog Type L2-RTx 08601432 Instrument Range 0-1000PPM)

— Average 8 ▲ Day Transition Min 0 Max 43 (Use Screen Data Only)

Sample Date – 12/14/23

2:50

H2S – 8 ppm

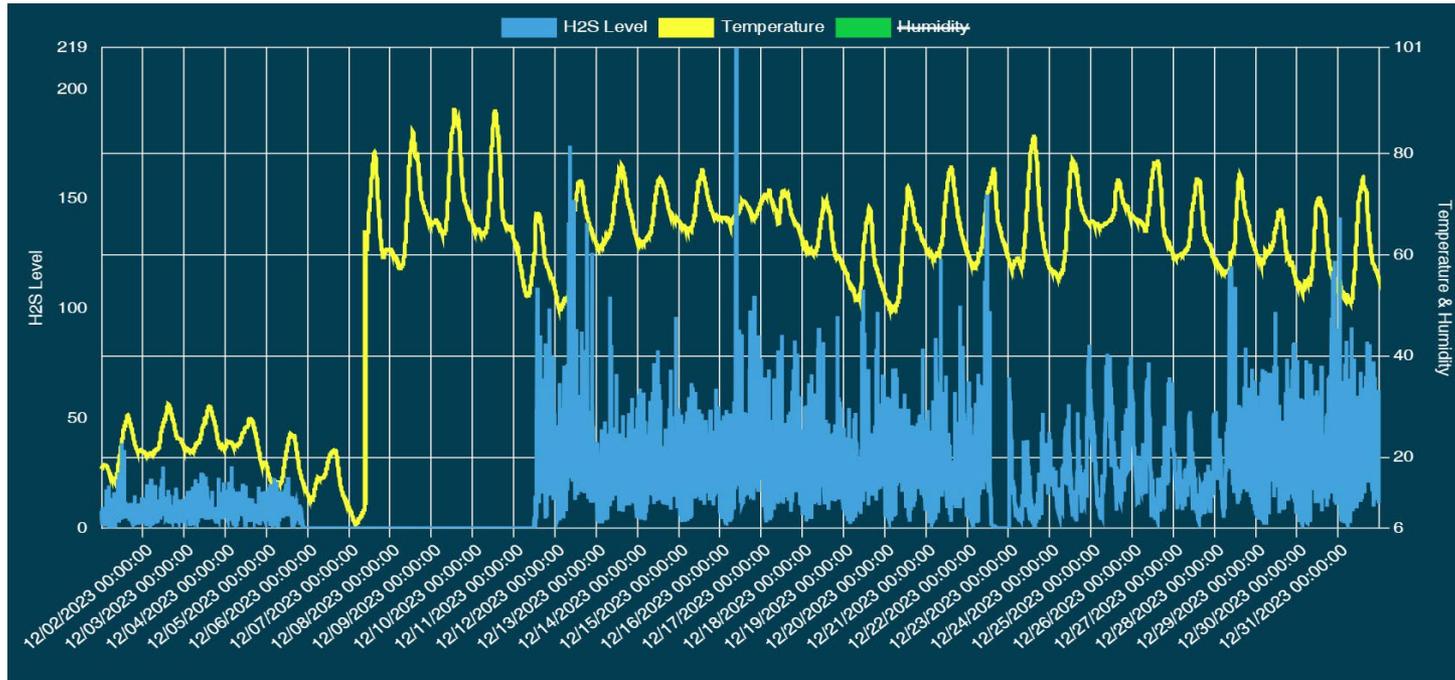
pH – 8.49

TS – 20

Surface pH - 5



Tara 20 Biofilter Inlet



H2S – 20.3 ppm

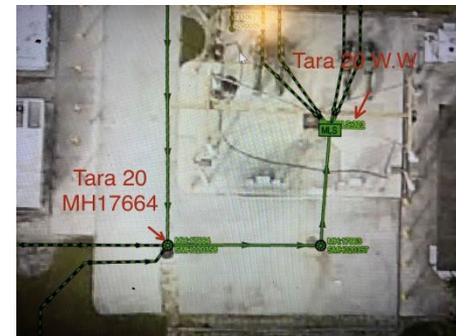
Sample Date – 12/14/23

2:50

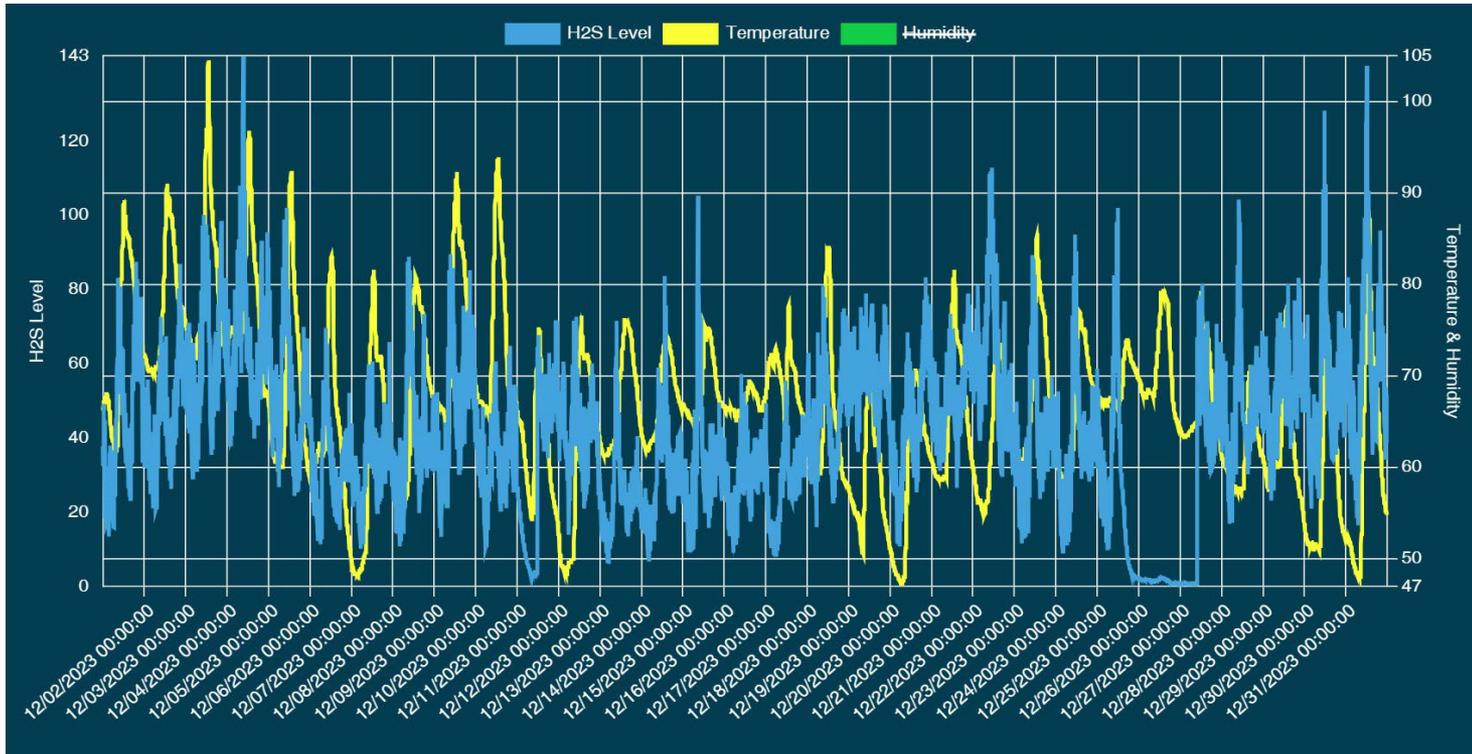
pH – 8.49

TS – 20

Surface pH - 5



Southeast WWTP



Average H2S – 41.7 ppm

Thioguard Target Feed Rates

Northeast

<u>Site</u>	<u>gpd.</u>
Jail	28
N4B	60
N2B	45
River Wilderness	100
Twin Rivers	60
Colony Cove 8	66
River Plantation	50
NSA	35

Southeast

<u>Site</u>	<u>gpd.</u>
Southeast Master	75
Bridgewater	40
University Commons	26
Country Oaks	50
Heritage Harbor 8	25
Heritage Harbor 12	20
Rye Wilderness	50
Country Meadows	50
38A	40
Henson	40
Greyhawk 3	25
Legacy 13	25
Palm Aire 3	75
University Park	30

Southwest

<u>Site</u>	<u>gpd.</u>
MLS 5	250
19D	50
12D	45
15D	40
8D	45
37A	45
31A	60
Manatee Woods	50
Samoset 1	100
9A	60
12A	50
6A	70
17A	40
32AA	20
15	25

Plantation Bay

15

University Park											350			475		
River Plantation																
Manatee County Jail					210											
N2B	900															
N4B					1210											
12D													650			
Manatee Woods																
PS 8D														900		
PS 19D					1150											
#5																
15D											1050					

END OF EXHIBIT 5

EXHIBIT 6, SAMPLE AGREEMENT



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[CONTRACTOR NAME]
(CONTRACTOR)**

AGREEMENT FOR [TITLE]

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

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

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

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

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

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

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

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

ARTICLE 3. AGREEMENT TERM

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

ARTICLE 4. COMPENSATION

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the

Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

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

otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this

Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

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

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

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

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

ARTICLE 15. PUBLIC RECORDS

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

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

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

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

Phone: 941.742.5845

Email: lacy.pritchard@mymanatee.org

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

ARTICLE 16. INDEMNIFICATION

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

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

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 22. KEY PERSONNEL

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

[Enter Name, Title]

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

ARTICLE 23. SUB-CONTRACTORS

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

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 25. NOTICES

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

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

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

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT OF INTEREST

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. E-VERIFY

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

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

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

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

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

ARTICLE 42. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

Sample

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

CONTRACTOR NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

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

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

Date: _____

Sample

EXHIBIT A, SCOPE OF SERVICES

Sample

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

2. ESCALATION/DE-ESCALATION

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

[Remainder of page intentionally left blank]

Sample

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

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

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adverse position 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

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 \$100,000 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 aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

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

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

Bailee's Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

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

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

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

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

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

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

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

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

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

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

III. BONDING REQUIREMENTS

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

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

Date: _____

Contractor's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.

Sample

END OF EXHIBIT 6