

INVITATION TO QUOTE
No. 26-R089709PH
WATER AND MOLD DAMAGE
REMEDICATION
MARCH 11, 2026

Manatee County BCC
Procurement Division

purchasing@mymanatee.org



**ADVERTISEMENT
INVITATION TO QUOTE No. 26-R089709PH
Water and Mold Damage Remediation**

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

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is **March 25, 2026 at 3:00 P.M. ET.** Quotes must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

There will not be an information conference conducted for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by **March 18, 2026 at 3:00 P.M. ET.** Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT:

Paul Huddleston, Procurement Agent II
(941) 941-748-4501 Ext 3046, Fax (941) 749-3034
Email: paul.huddleston@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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1.0 BACKGROUND AND CONTACT INFORMATION

The County issues this ITQ for Water and Mold Damage Remediation. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

2.0 DUE DILIGENCE

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

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

3.0 SCOPE

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

4.0 ITQ SCHEDULE

<u>Scheduled Item</u>	<u>Scheduled Date</u>
No Solicitation Information Conference	N/A
Question and Clarification Deadline	March 18, 2026 at 3:00 P.M. ET
Offer Response Due Date and Time	March 25, 2026 at 3:00 P.M. ET
Projected Award	April 2026

5.0 QUOTE AND SUBMISSION PROCESS

5.01 Quote

Complete the Quote Form that details all costs associated with providing water and mold damage remediation as specified herein.

5.02 Submission Process

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at paul.huddleston@mymanatee.org or deliver to the Manatee County Administration

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

6.0 TERM/PAYMENT AND INVOICES

6.01 Term

The term of the agreement shall be for a period of three (3) years with the option to extend for an additional two-year term.

6.02 Terms and Conditions

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

6.03 Payment and Invoices

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

6.04 Taxes

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

7.0 QUOTE REQUIREMENTS

7.01 ITQ Process

This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase Order based to the lowest responsible, responsive Bidder. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

7.02 Rejection of Quotes

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

the award in the best interest of the County. The County may, at its discretion, reject any or all Quotes.

7.03 Cost of Preparation

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

7.04 Questions and Addenda

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

7.05 Additional Information and Presentations

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

7.06 Government Entities

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

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

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

7.07 Basis of Award

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

7.08 Tie Bids

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

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

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

8.0 ITQ GENERAL TERMS AND CONDITIONS

8.01 Binding Offer

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

8.02 Insurance Requirements

Successful Bidder must maintain the minimum insurance limits and coverages, as identified in Exhibit 4, uninterrupted or amended through the term of the Purchase Order. Successful Bidder must also acknowledge that the minimum insurance limits and coverages may increase due to Project Value. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

8.03 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Quote on a contract to provide any goods or services to a public entity; may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work; may not submit a Quote on leases of real property to a public entity; may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.04 Drug-Free Workplace Program Certification

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

8.05 Convicted Vendor List

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

8.06 Collusion

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

8.07 Public Disclosure

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

8.08 Procurement Protest Policy

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

8.09 Disclosure

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

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

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

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

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

County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

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

8.10 Trade Secrets

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

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

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

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

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

for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

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

8.11 Confidentiality of Security Related Records

A. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

- i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
- ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
- iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.

B. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

8.12 E-Verify

Prior to the employment of any person under this contract, the Successful Bidder shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Bidder to perform work pursuant to the contract with Manatee County. For more information

on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

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

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

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

8.13 Lobbying

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

8.14 License and Permits

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

8.15 Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

8.16 Minority and/or Disadvantaged Business Enterprise

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

8.17 Quantities

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

8.18 ePayables

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

notification is sent to the successful Bidder notifying them of the amount that has been placed on the credit card for retrieval.

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

8.19 Prohibition Against Considering Social, Political, Or Ideological Interests In Government Contracts

This section shall serve as notification that this solicitation is in accordance with Florida Statutes Chapter 287.05701.

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ATTACHMENTS

Bidder must complete and return all Attachments with its Quote.

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
ITQ No. 26-R089709PH**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder's information below:

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

Return this completed document with your bid.

**ATTACHMENT B, BIDDER'S SIGNATURE FORM AND QUESTIONNAIRE
ITQ No. 26-R089709PH**

The undersigned represents that:

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

Print or type Bidder's information below:

Signature of Authorized Official/Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Company Name: _____

FEIN Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Return this completed document with your bid.

1. Bidding as:

Individual Partnership Corporation Joint Venture

2. If a partnership, list names and addresses of partners, if a corporation, list names of officers, directors, shareholders, and state of incorporation.

3. Has Bidder had any bankruptcy filings in the past five years? _____

4. Has Bidder been a party to any litigation in the past five (5) years that would affect its ability to provide the goods or services required? If yes, provide summary details. If no, provide a statement to that effect.

5. Has Bidder had a contract terminated prior to expiration in the past five (5) years? If so, state why, when, where, and provide a contact name, address, phone number.

6. Does Bidder plan to subcontract any part of the work? If so, describe which portion(s) and to whom.

7. What major equipment does Bidder own to accomplish the work, if applicable? (A listing may be attached)

Return this completed document with your bid.

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
ITQ No. 26-R089709PH**

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

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

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

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

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

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

[Signature of Bidder's Authorized Official]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20 ____

By _____ who is

Personally known OR Produced identification

Type of identification] _____

Notary Public Signature: _____

My commission expires: _____

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

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

Return this completed document with your bid.

**ATTACHMENT D, INSURANCE STATEMENT
ITQ No. 26-R089709PH**

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

Bidder Name: _____ Date: _____

Signature (Authorized Official):

Printed Name/Title:

Insurance Agency:

Agent Name: _____ Agent Phone: _____

Return this completed document with your bid.

**ATTACHMENT E, DRUG-FREE WORKPLACE CERTIFICATION
ITQ No. 26-R089709PH**

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

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

[print individual's name and title]

for _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA - COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

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

My commission expires _____

Notary Public Signature

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

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

Return this completed document with your bid.

**ATTACHMENT F, AFFIDAVIT OF NO CONFLICT
ITQ No. 26-R089709PH**

STATE OF _____

COUNTY OF _____

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

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

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

DATED this _____ day of _____, 20_____.

CONTRACTOR/CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____
_____, 20____, by [NAME]_____, as [TITLE] _____
_____ of [CONTRACTOR/CONSULTANT]_____.

He/She is personally known to me or has produced _____
[TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

Return this completed document with your bid.

**ATTACHMENT G, ANTI-HUMAN TRAFFICKING AFFIDAVIT
ITQ No. 26-R089709PH**

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared _____,
who was sworn and says that the following information is true and correct:

1. My name is _____ of _____. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of

physical presence or

online notarization

this _____ day of _____, 2026, by _____, who

is personally known to me or

has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

Return this completed document with your bid.

ATTACHMENT H, BID FORM

ITQ 26-R089709PH, MOLD AND WATER DAMAGE REMEDIATION SERVICES

Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.

Note: Quantities listed are estimates only and in no way a guarantee of actual quantities to be expected within any given year.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY MULTIPLIER	EXTENDED PRICE
1	Non-emergency Labor, per man	Hour	\$	Estimated X 40 =	\$
2	Emergency Labor, per man	Hour	\$	Estimated X 40 =	\$
3	Water Extraction	Square Foot	\$	Estimated X 100 =	\$
4	Germicide/Mildewcide Application (EPA registered)	Square Foot	\$	Estimated X 100 =	\$
5	Dehumidifying Equipment (AHAM rated at 110-160 pints per day), priced per unit/per day	Each	\$	Estimated X 5 =	\$
6	Air Moving Equipment, priced per unit/per day	Each	\$	Estimated X 5 =	\$
7	Building supplies, debris disposal and miscellaneous materials at cost plus markup (not to exceed 10%)	Percentage	%	X \$100 =	\$
TOTAL QUOTE PRICE (item summary of 1 through 7 extended prices)					\$

Company Name _____

Phone Number _____

EXHIBIT 1, SCOPE OF SERVICES
ITQ No. 26-R089709PH

1.01 BACKGROUND INFORMATION

Manatee County Property Management Department (MCPM) is responsible for maintaining a wide variety of County facilities. These buildings include, but are not limited to, multiple storied office buildings, high security facilities (i.e. Judicial Center, Manatee Sheriff's Offices and Jail Complex, Public Safety Center), Utilities water treatment facilities, recreational facilities and warehouses. To keep these buildings operational, the County requires the, as needed, services of a professional contractor to provide mold and water damage remediation.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall provide all expertise, materials, labor and equipment necessary to perform countywide mold, water and sewage remediation and restoration services that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

- A. The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless prior written approval is provided by the County.
- B. Emergency Service Calls/Dispatching – The Contractor will be contacted by MCPM to respond for remediation and restoration services under this ITQ. Due to emergency and possible damage control situations, **delays in responses will not be acceptable.**
- C. Emergency Services Coordination – In emergency situations MCPM will contact the Contractor to briefly explain and discuss the situation and needs of the County. The Contractor shall respond per this ITQ and once onsite, shall immediately address the problem and inform the MCPM contact of the extent of the service call.
- D. Non-emergency Response Time – The Contractor shall be on site and commencing services within **four (4) hours**, unless otherwise scheduled with MCPM, of the initial call being placed by MCPM. Failure to respond within this time frame may be cause for the County to use an alternate Contractor and may result in the termination of the contract. This work shall include, but not be limited to, remediation/drying-out labor, contents moving labor and daily remediation monitoring (i.e. emptying dehumidifiers) labor.
- E. Emergency/On-Call Response Time – The Contractor shall be on site and commencing services within **two (2) hours** of the initial call being placed by MCPM. Failure to respond within this time frame may be cause for the County to use an alternate Contractor and may result in the termination of

the contract. This work shall include, but not be limited to, remediation/drying-out labor, contents moving labor and daily remediation monitoring (i.e. emptying dehumidifiers) labor.

- F. Because each facility and project may be different, the Contractor shall comply with the County's guidelines and restrictions as provided by MCPM for each job. Several facilities will require background checks for all Contractor's employees accessing the site.
- G. Safety Standards – All of the Contractor's employees performing services for the County shall comply with all OSHA, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, the Contractor shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.
- H. Permits – The Contractor shall procure all permits, licenses and certifications or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under this ITQ.
- I. General Cleanup Requirements – The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. During the duration of the job the Contractor shall keep the premises free of debris and unusable materials resulting from their work. MCPM will provide roll-off dumpster services if needed. The Contractor will not be responsible for disposing of debris, only for loading the debris into whatever receptacle is provided by MCPM.
- J. Property Protection – The Contractor shall perform the necessary services in such a manner that does not further damage County property and that secures the building from unwanted entry. In the event damage occurs to the property by reason of any services performed or neglected, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor must be repaired or replaced by the County, then the cost of such work shall be deducted from the monies due the Contractor.
- K. Provide the County with a 24/7 emergency telephone number for the County to use.
- L. Submit regular invoices for each service requested by the County. Invoices for projects lasting a month or less shall be submitted at the close of the project. Projects lasting more than one month shall be invoiced monthly.

1.04 SERVICE REQUIREMENTS

Contractor services shall include but not be limited to:

- A. Water/moisture removal.
- B. Mold and mildew removal and treatment.
- C. Corrosion control.

- D. Wood restoration and preservation.
- E. Odor removal.
- F. Environmental hazard assessment and reporting.
- G. General cleaning to commercial standards.
- H. Drywall and plaster removal and replacement per Manatee County Building Code.
- I. Ceiling component removal and replacement per Manatee County Building Code.
- J. Remove or clean and deodorize carpet.
- K. Remediate and restore hard surface flooring.
- L. Facility contents (i.e. furniture or equipment) moving, blocking, cleaning, preservation and resetting when complete.
- M. Architectural elements (i.e. base or crown molding) removal, preservation/cleaning and replacement.
- N. Labor hours for non-emergency, normal work service calls shall be Monday through Friday, 8:00 AM to 5:00 PM (including all direct and indirect costs and travel time).
- O. Labor hours for emergency, after-hours work service calls shall be other than Monday through Friday, 8:00 AM to 5:00 PM (including all direct and indirect costs and travel time).
- P. Labor to move and/or block contents (including all direct and indirect costs and travel time).
- Q. Daily monitoring of the remediation (drying out) process.
- R. Water extraction (priced per square foot).
- S. Germicide and/or mildewcide application (priced per square foot), all products must be EPA approved.
- T. Dehumidifying equipment (cost per day) must have an AHAM rating of 110-160 pints per day minimum.
- U. Air moving equipment (cost per day); and
- V. Reimbursement for rental equipment from a third-party shall be at the Contractor's cost with no markup allowed. The County will reimburse Florida sales tax. The Contractor must provide supporting documentation (rental receipt) with invoices to be reimbursed.

1.05 ACCESSIBILITY

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

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

1.06 COUNTY RESPONSIBILITIES

County responsibilities shall include:

- A. The County will provide staff to provide access to the work site for the Contractor.
- B. The County will provide staff to oversee the Contractor's operations.
- C. The County will be responsible for making every work site as safe as possible for the Contractor. Such as managing the electrical service and fire/security alarm systems.

1.07 PRICE ESCALATION/DE-ESCALATION

The successful Contractor's fees for mold and water remediation services shall remain firm for a minimum of 12 months after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the PPI Index, Number WPU50 (Waste Collection and Remediation Services) change in most recent 12-month period. No more than one price increase is allowed in a 12-month period.

END OF EXHIBIT 1

**EXHIBIT 2, MINIMUM QUALIFICATIONS
ITQ No. 26-R089709PH**

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

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

No documentation is required. The County will verify registration.

2. The Bidder has provided mold and water damage remediation for at least three (3) commercial clients since May 1, 2017. Each of which included the following components: remediation services for facilities damaged by water and/or mold.

Provide the following information for the three (3) qualifying clients, to be considered a responsive bidder and proceed to further evaluation, all project references provided shall respond to the County's email inquiry.:

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

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

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

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

No documentation is required. The County will verify.

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

No documentation is required. The County will verify.

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

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

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

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

END OF EXHIBIT 2

EXHIBIT 3. SAMPLE PO TERMS AND CONDITIONS

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

EXHIBIT 4
INSURANCE AND BOND REQUIREMENTS
SOLICITATION NO. 26-R089709PH

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

REQUIRED INSURANCES FOR ALL AGREEMENTS/CONTRACTS:

1. **Commercial General Liability Insurance:**

(Per Occurrence form only; claims-made form is not acceptable)

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

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

This policy shall contain severability of interests’ provisions.

2. **Employer’s Liability Insurance:**

Coverage limits of not less than:

- \$100,000 Bodily Injury by Accident {Each Accident}
- \$100,000 Bodily Injury by Disease {Each Employee}
- \$500,000 Bodily Injury by Disease {Policy Aggregate}

3. **Worker’s Compensation Insurance:**

US Longshoremen & Harbor Workers Act Coverage

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 include 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. If claiming an exemption, an exemption certificate issued by the State of Florida must be provided. The exemption certificate is only approved for the individual named on the certificate.

OTHER INSURANCES REQUIRED:

4. **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 Agreement/Contract. Limits must not be less than:

- \$ 1,000,000.00 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000.00 General Aggregate

5. **Hazardous Materials Insurance**

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 to 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 Agreement/Contract. Limits must not be less than:

Pollution Liability:

- Amount equal to the value of the Agreement/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 Agreement/Contract):

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

INSURANCE REQUIREMENTS:

I. Policies shall contain, or be endorsed to contain, the following:

- a. **“Manatee County, a Political Subdivision of the State of Florida,”** shall be named as an Additional Insured in respect to liability arising out of activities performed by or on behalf of the Respondent/Contractor, his agents, representatives, and employees; products and completed operations of the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor, and as required per the above specific insurance requirements. The coverage(s) shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.
- b. A Certificate of Insurance shall be provided to the County and shall include the endorsement that evidences the 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.
- c. 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 in excess of Contractor's insurance and shall be non-contributory.
- d. The insurance policies shall be on an occurrence form, unless specifically noted otherwise.
- e. Contractor’s 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 Respondent/Contractor for the County.

II. Provisions applicable to all policies:

- a. Prior to the execution of an 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 the Agreement/Contract remains in effect, Respondent/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) for all required coverages and evidencing the applicable coverages, as set forth above, name "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured.

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

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

- b. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
- c. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) to the County's procurement representative that the aggregate limit has not been eroded when supplying the Certificate of Insurance.
- d. Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the County's procurement representative including solicitation number and title with all notices.
- e. Contractor agrees that should at any time Respondent/Contractor fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Agreement/Contract.
- f. The Contractor waives all subrogation rights against "Manatee County, a Political Subdivision of the State of Florida," for all losses or damages which occur during, or arise from, the Agreement/Contract, 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 of Insurance and endorsements naming “Manatee County, a political subdivision of the State of Florida” as an Additional Insured for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the same requirements set forth herein.

- 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 Respondent/Contractor’s deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Respondent/Contractor understands and agrees that the types and limits of coverages listed herein 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 the insurance coverages and/or Additional Insured status shall not be construed as a waiver of Respondent/Contractor’s obligation to provide and maintain the insurance coverages specified.
 - IV. 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.
 - V. The enclosed Hold Harmless Agreement shall be signed by the Contractor and shall become a part of the Contract.
 - VI. No award shall be made until the Purchasing Division - Procurement has received the Certificate of Insurance, Endorsements, and signed Hold Harmless Agreement in accordance with this section.

Manatee County, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless

CONTRACTOR shall defend, indemnify and hold harmless the County, its officers, agents, employees, volunteers, representatives, and assigns from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of CONTRACTOR, its officers, employees, representatives, and/or agents' performance or non-performance of its obligations under the Agreement. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the duty to defend the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of this indemnity, hold harmless, and indemnification contractual obligation, in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this exhibit of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes or waive the County's sovereign immunity to the extent applicable.

AGREEMENT NUMBER AND/OR NAME
INSURANCE AGENT
CONTRACTOR SIGNATURE
DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20__ by _____ [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as

identification.

Notary Signature _____

Print Name: _____