

ITQ No.

18-R069608GE

Perico-Robinson Connector Planting  
Project

(988-52)

July 27, 2018

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





**NOTICE TO BIDDERS**

**NO. 18-R069608GE**

**Perico-Robinson Connector Planting Project**

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 and install Buttonwood trees at Perico-Robinson Preserve, as specified in this Invitation to Quote.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of quotes in response to this ITQ is **August 17, 2018 at 3:00 P.M. ET**. Quotes must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205.

**SOLICITATION INFORMATION CONFERENCE:**

A mandatory Information Conference will be held at 10:30 AM on August 3, 2018 at the Perico Preserve, 11700 Manatee Ave. West, Bradenton, FL 34209. Attendance to this mandatory Information Conference is required.

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Quote to the Manatee County Procurement Division by August 8, 2018. Questions and inquiries should be submitted via email to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section 8.12 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** George Earnest CPPB, Buyer  
(941) 749-3044, Fax (941) 749-3034  
Email: [george.earnest@mymanatee.org](mailto:george.earnest@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

## Table of Contents

<b>Section</b>		<b>Page</b>
1.0	Background and Contact Information	4
2.0	Due Diligence	5
3.0	Scope/Specifications	5
4.0	ITQ Schedule	6
5.0	Quote and Submission Process	6
6.0	Agreement/Purchase Order	6
7.0	Quote Requirements	7
8.0	ITQ General Terms and Conditions	8
9.0	Insurances and Bonds	13

**Attachments**

- Attachment A Scope/Specifications
- Attachment B Minimum Qualifications
- Attachment C Quote Form
- Attachment D Public Contracting and Environment Crimes Certification

**INVITATION TO QUOTE  
FOR  
Perico-Robinson Connector Planting Project  
QUOTE NUMBER: 18-R069608GE  
ISSUE DATE: July ??, 2018**

**1.0 Background and Contact Information**

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for the providing and installation of Buttonwood trees at the Perico-Robinson Preserve Connector. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

**1.01 Background**

The purpose of the project is to acquire and install 400 Green Buttonwood trees to create a barrier along the Perico-Robinson Preserve Connector between the private homes and the preserves.

**1.02 Contact Information**

The County representative regarding this ITQ is:

- **George Earnest CPPB, Buyer**
- **george.earnest@mymanatee.org**
- **941-749-3044**

**2.0 Due Diligence and Scope of Work**

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 Attachment B and have the capability to perform the Scope of Services 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 Attachment B that confirms it meets the Minimum Qualification Requirements as stated in Attachment B.

**3.0 Scope**

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and install 400 Green Buttonwood trees at the Perico-Robinson Connector by September 20, 2018 that meets the requirements of the County and as specified in Attachment A.

#### 4.0 ITQ Schedule

Scheduled Item	Scheduled Date
Question deadline	August 8, 2018
Final Addendum issued	August 10, 2018
Quote Deadline	August 17, 2018, by 3:00 p.m., ET
Award recommendation	August 24, 2018

#### 5.0 Quote and Submission Process

##### 5.01 Quote

Complete the Quote form that details all costs associated with providing and installing Green Buttonwood trees for the Prerico-Robinson Connector Planting Project 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 [george.earnest@mymanatee.org](mailto:george.earnest@mymanatee.org) or deliver to 1112 Manatee Ave., West, Bradenton, FL 34205, Suite 803.

#### 6.0 Purchase Order

##### 6.01 Term of Purchase Order Or Required Delivery Date

The term of the Purchase Order will be to complete all requirements of this ITQ no later than September 20, 2018.

##### 6.02 Terms and Conditions

A Purchase Order will be issued to the Successful Bidder. The Purchase Order 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.

Additionally, the Successful Bidder will be required to be registered with the Florida Department of State, Division of Corporations to do business in the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

##### 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 on the overall best value to the County not necessarily the lowest Quote. 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.

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

### **8.01 Binding Offer**

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

### **8.02 Insurance Requirements**

Successful Bidder must maintain the insurance limits and coverages, as identified in Section 9.0, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

### **8.03 Public Entity Crimes**

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

### **8.04 Drug-Free Workplace Program Certification**

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal, preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program. If none or all of the equal Bidders have a drug-free workplace program, the Bidder where the Quote is received with the earliest date, time stamp will be awarded the Purchase Order. Bidders must complete and return the Drug-Free Workplace form included with the Quote.

### **8.05 Convicted Vendor List**

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

### **8.06 Collusion**

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is



involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

**8.07 Public Disclosure**

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

**8.08 Procurement Protest Policy**

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained by contacting the County via mail at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org).

**8.09 Disclosure**

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

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

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

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

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

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

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

#### 8.10 Trade Secrets

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

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

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.

8.12 Lobbying

After the issuance of any ITQ, prospective Bidder, Bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the ITQ with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this ITQ, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an ITQ and ends upon execution of the final Agreement or when the ITQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

8.13 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.

8.14 Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

8.15 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.

9.0 Insurances and Bonds

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

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability Insurance:</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury <u>and</u> \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability Insurance:</b></p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ 1,000,000 Personal and Advertising Injury Liability</li> <li>• \$ 50,000 Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ <u>N/A</u> Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability Insurance</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>500,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> </ul>

<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p> <p><input type="checkbox"/> <b>Jones Act Coverage</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>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.</p> <p>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.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> 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:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>

<p>8. <input type="checkbox"/> <b>Professional Liability and/or Errors and Omissions (E&amp;O) Liability Insurances</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>9. <input type="checkbox"/> <b>Builder’s Risk Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>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.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>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.</p> <p>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</p>

	<p>coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>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.</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p>12. <input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b></p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p>13. <input type="checkbox"/> <b>Liquor Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li><u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>



<p>14. <input type="checkbox"/> <b>Garage Keeper's Liability Insurance</b></p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p>15. <input type="checkbox"/> <b>Bailee's Customer Liability Insurance</b></p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</li> </ul>
<p>16. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>17. <input type="checkbox"/> <b>Other (Please Specify)</b></p>	

**BOND REQUIREMENTS**

<p><b>18. <input type="checkbox"/> Bid Bond</b></p>	<p>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.</p> <p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p><b>19. <input type="checkbox"/> Payment and Performance Bond</b></p>	<p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved: \_\_\_\_\_

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

## INSURANCE REQUIREMENTS

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

#### 1. 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 Bidder, his agents, representatives, and employees; products and completed operations of the Successful Bidder; or automobiles owned, leased, hired or borrowed by the Successful Bidder. 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 Bidder 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 Bidder'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 Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

#### 2. 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 Bidder 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 Bidder 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. In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable 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**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. 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.
  4. Successful Bidder shall provide thirty (30) days written notice 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 Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Bidder waives all subrogation rights against Manatee 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 Bidder has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder 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 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 Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Bidder 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 Bidder's obligation to provide and maintain the insurance coverage specified.
- IV. Successful Bidder 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 Successful Bidder and shall become a part of the contract.

- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

**INSURANCE STATEMENT**

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

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

Signature  
(Authorized  
Official):  
\_\_\_\_\_

Printed Name/Title:  
\_\_\_\_\_

Insurance Agency:  
\_\_\_\_\_

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

***Return this signed statement with your bid or Quote.***

## **ATTACHMENTS**

**ATTACHMENT A  
SCOPE OF WORK  
ITQ NUMBER 18-R069608GE**

**A. BACKGROUND INFORMATION**

The Perico Robinson Connector Planting Project (the Project) consists of supplying and installing large (> 25Gal) potted green buttonwood trees (*Conocarpus erectus*) that will aid in the formation of a visual buffer between a future trail and an adjacent neighborhood. The Project occurs on a unique site which may present logistical challenges, un-common of typical planting projects. For this reason, contractors are required to attend a mandatory information conference/site meeting.

**B. SCOPE**

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and install the trees and associated irrigation system that will meet the requirements of the County.

**C. GENERAL REQUIREMENTS**

Contractor shall provide the following general requirements:

1. All service personnel shall be uniformed (with the Contractor's name prominent on the uniform) and be skilled in all services as listed herein.
2. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect all property (public and private) from loss arising in connection with the work. The Contractor shall always conduct their work as to assure the least possible obstruction to traffic and inconvenience to the public near the work and to insure the protection of persons and property, satisfactorily to the County. No road or street shall be closed to the public, except with the permission of the County. Fire hydrants on or adjacent to the work shall always be kept accessible.
3. The work schedule shall be coordinated with the county Project Manager for a completion date of no later than September 20, 2018, before any work is to commence.
4. All work shall be performed during daylight hours. Weekends will only be considered with the prior written permission of the county Project Manager.

**D. SERVICE REQUIREMENTS**

The work included under this Section includes The Contractor's services shall include, but not be limited to, the following:

1. Prior to start of this project, Manatee County staff will meet onsite with the awarded Contractor's project manager to identify specific logistical issues such as planting locations, avoidances, and access routes. This site may present specific challenges related to equipment access requiring low ground pressure equipment or hand installation. This site was also recently cleared of nuisance and exotic species of which some underground biomass remains. Contractors should consider this. Access limitations will also be shown and discussed at mandatory pre-bid meeting. Trees will be installed to form a visual barrier; filling in gaps of existing desirable vegetation, generally along the green line shown below in Figure 1.





Figure 1 – Connector Parcel Planting – Project Location Aerial

2. This project requires four hundred (400) green (not silver) buttonwoods that are fully rooted in a 25-Gallon pot (or larger). Trees are to be multitunked with low branches and greater than 6' tall. Plants shall be Florida #1 Grade or better as applicable in accordance with ["Florida Grades and Standards for Nursery Plants 2015"](#). Plants will be inspected by the county Project Manager and those not meeting these standards will be rejected. Upon approval of materials and installation by County Project Manager, establishment period and future watering will be the County's responsibility, therefore no warranty on survivorship is expected. Watering will be the contractor's responsibility until approval of the irrigation system.
3. The installation of trees shall be performed in accordance with specifications listed in the University of Florida, IFAS Extension Publication titled ["Specifications for Planting Trees and Shrubs in the Southeastern U.S."](#) (Publication # ENH856) as it relates sections regarding "Digging the Hole", "Fertilization", and "Mulching". Staking of trees is to be conducted using three lodge poles per tree with rubber tree ties as shown in Figure 3. A watering basin made of soil excavated from the planting hole is to be constructed around each tree and covered with mulch. Mulch shall be brown hardwood melaleuca mulch (FloriMulch or equivalent).

The Contractor shall be prepared and equipped to flood each tree with water when they are planted to remove air pockets. All plant materials, mulch and equipment brought onto this site shall be free of dirt, seeds, or vegetation which could introduce exotic species onto this site. Any such contaminated materials found during the county Project Manager inspections will be rejected and replaced with clean material at the Contractor's expense.

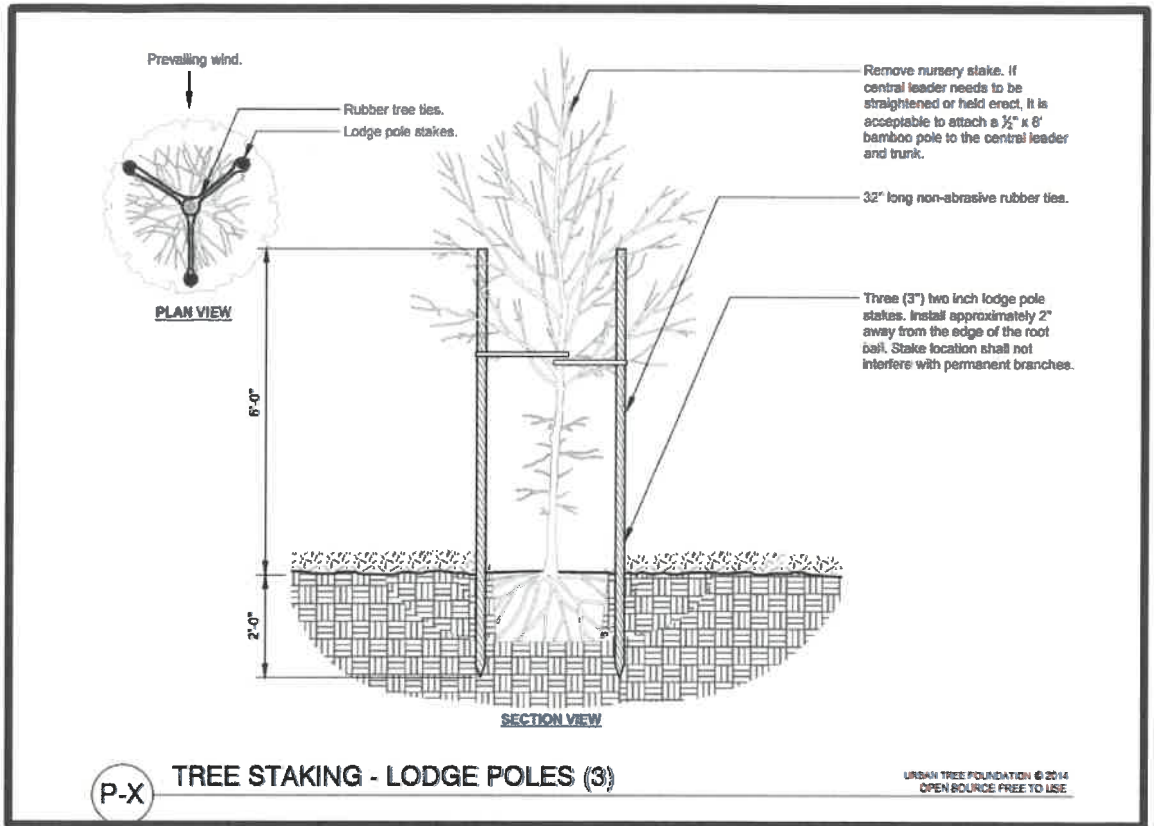


Figure 3 - Tree Staking Example

4. The temporary above ground irrigation system will receive water from a 3" Trash Pump owned by Manatee County. The pump will be made available during construction of the irrigation system. The expectation is for the contractor to install a working system that County staff can attach to a 2 inch camlock male end and operate as needed. Any open ends must have plugs. System will include tubing, emitter lines, bubbler emitters, pressure regulators, backflow preventers, etc. Upon approval of the irrigation system by County staff, contractor will not be responsible for maintenance of the system.

**END OF ATTACHMENT A**

**ATTACHMENT B  
MINIMUM QUALIFICATIONS**

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

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.  
**No documentation is required. The County will verify registration.**
2. The Bidder has provided large (at least 25 gl.) trees and irrigation systems for at least three (3) clients over the last ten (10) years each of which included the following components: providing and installing trees and irrigation systems similar to this specification.  
**Provide the following information for each of the three qualifying clients.**
  - a. **Project name**
  - b. **Project location**
  - c. **Date of project start and completion**
  - d. **Client name**
  - e. **Client contact information (contact name, phone number, and email)**
  - f. **Components**
  - g. **Size of project (number of trees)**
  - h. **Description of Contractor's or proposed subcontractors' methods and completed scope of work**
3. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.  
**Bidder must complete Public Contracting and Environmental Crimes Certification and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five years.**
4. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.  
**If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Bidder is not a joint venture, provide a statement to that effect.**
5. 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 the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.**

END OF ATTACHMENT B

**ATTACHMENT C  
QUOTE FORM**

**DATE DUE: 3:00 PM on August 17, 2018**

To: Manatee County Procurement  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205  
Attention: George Earnest CPPB, Buyer  
Or via email: [george.earnest@mymanatee.org](mailto:george.earnest@mymanatee.org) Or via Fax @ (941) 749-3034

**RE: ITQ 18R069608GE PERICO ROBINSON CONNECTOR PLANTING PROJECT**

We, the undersigned, hereby declare that we have carefully reviewed the ITQ documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term, and condition contained in the Invitation To Quote.

We understand that the quote specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for all reprourement costs, damages, and attorney fees as incurred by the County.

Lump Sum payment for the completion of the following:	
Labor to install 400 (25 gl.) Green Buttonwood trees	\$
Price per tree   \$	X 400 = \$
Installation of the "above ground" irrigation system	\$
Total Quote for award purposes (sum of all three components)	\$

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Signer)      DATE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TEL. NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

**END OF ATTACHMENT C**

**Attachment "D"**  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE 6,  
MANATEE COUNTY PURCHASING 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 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 has not:

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

and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

\_\_\_\_\_  
[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.

END OF ATTCHMENT "D"