

ITQ No.  
18-R069785AEJ  
STORM WATER POND MAINTENANCE  
(926-88)  
SEPTEMBER 25, 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-R069785AEJ**

**Storm Water Pond Maintenance**

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 Storm Water Pond Maintenance, 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 **October 26, 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 10:00 am on October 8, 2018 at the Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Attendance to mandatory Information Conferences 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 October 5, 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:** Ashley Jones, Sr. Procurement Agent  
(941) 749-3023, Fax (941) 749-3034  
Email: [ashley.jones@mymanatee.org](mailto:ashley.jones@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

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### Attachments

Attachment A	Scope/Specifications
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Attachment C	Insurance Statement
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Attachment F	Pond Location Pictures
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**INVITATION TO QUOTE  
FOR  
STORM WATER POND MAINTENANCE  
QUOTE NUMBER: 18-R069785AEJ  
ISSUE DATE: September 14, 2018**

**1.0 Background and Contact Information**

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for Storm Water Pond Maintenance. 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**

Manatee County has a wide variety of storm water ponds located at several facilities. These ponds are more extensive than normal commercial enterprises in the area. The contractor shall possess technical ability working common aquatic nuisance plants and possess the knowledge of the appropriate herbicide to target the species.

**1.02 Contact Information**

The County representative regarding this ITQ is:

- **Ashley Jones**
- **ashley.jones@mymanatee.org**
- **941-749-3023**

**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-responsible will not be considered or evaluated. Bidder must submit the information and documentation requested in Attachment A 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 Storm Water Pond Maintenance Service that meets the requirements of the County and as specified in Attachment A.



#### **4.0 ITQ Schedule**

Scheduled Item	Scheduled Date
Mandatory Information Conference	October 8, 2018 at 10:00 a.m.
Question deadline	October 11, 2018
Final Addendum issued	October 17, 2018
Quote Deadline	October 26, 2018, by 3:00 p.m., ET
Award recommendation	November, 2018

#### **5.0 Quote and Submission Process**

##### **5.01 Quote**

Complete the Quote form that details all costs associated with providing Storm Water Pond Maintenance 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 [ashley.jones@mymanatee.org](mailto:ashley.jones@mymanatee.org) or deliver to 1112 Manatee Ave. West, Bradenton, FL 34205, Suite 803.

#### **6.0 Term**

##### **6.01 Term**

The term of the Agreement will be October 2018 through October 2019, with the option to renew for an additional 4 , four-year period. The contract period shall not exceed five (5) years unless agreed to by the County and Contractor.

##### **6.02 Terms and Conditions of Award**

Award of an Agreement is subject to the approval as provided for in the current Manatee County Procurement Code and Administrative Standards and Procedures. The Agreement will be substantially in the form of the sample Agreement incorporated in this ITQ as Attachment G, 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)) for the term of the Agreement.

##### **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 the Agreement or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award an Agreement based on the overall best value to the County not necessarily the lowest Quote.

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. Whenever the lowest quote is submitted by two or more Bidders and are equal with respect to price, quality, and/or service, the quote received from a local business shall be given preference in the award. Whenever two or more lowest quotes are received from local businesses and are equal with respect to price, quality, and/or service, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

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

**8.0 ITQ General Terms and Conditions**

**8.01 Binding Offer**

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

**8.02 Insurance Requirements**

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

**8.03 Public Entity Crimes**

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

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

8.04 Drug-Free Workplace Program Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal, preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program. 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 (HIPPA)

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.

**8.16 Blanket Order**

A Blanket Purchase Order shall be issued as a result of this ITQ. A Blanket Purchase Order number when accompanied by a valid release against the Blanket Purchase Order (Release Order) number provided by an authorized County representative, will authorize purchases on an as-required basis.

**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 ePayable 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. Bidder's who are interested in this program may contact the County Clerk's Accounts Payable office.

## 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):

<b><u>STANDARD INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
<b>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</b>	<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 and \$ <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>
<b>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</b>  <b><i>(Per Occurrence form only; claims-made form is not acceptable)</i></b>	<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>• \$ _____ 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>
<b>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</b>	<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><b>8. <input type="checkbox"/> 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><b>9. <input type="checkbox"/> 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><b>10. <input type="checkbox"/> 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 \$25,000.</p>
<p><b>11. <input type="checkbox"/> 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 Bidder 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 Bidder 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><b>14. <input type="checkbox"/> 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><b>15. <input type="checkbox"/> 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 Bidder's care, custody and control.</li> </ul>
<p><b>16. <input type="checkbox"/> 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>• \$ <u>10,000</u> 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><b>17. <input type="checkbox"/> Other (Please Specify)</b></p>	

<b><u>BOND REQUIREMENTS</u></b>	
<b>18. <input type="checkbox"/> Bid Bond</b>	<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>
<b>19. <input type="checkbox"/> Payment and Performance Bond</b>	<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>

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## 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: Procurement Division**  
**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.

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## **ATTACHMENTS**

**ATTACHMENT A  
SCOPE OF WORK  
ITQ NUMBER 18-R069785AEJ**

**A. BACKGROUND INFORMATION**

Manatee County has a wide variety of storm water ponds which include 136 locations totaling 174 acres. These locations are more extensive than normal commercial enterprises in the area. These storm ponds require regular maintenance to keep them free of nuisance and/or exotic plants and other debris that impedes the flow of storm water run-off. The County's current contracted supplier for these types of services is Aquagenix. The contract term will expire on September 30, 2018. Over the past few years, the County has spent approximately \$150,000.00 annually for storm water pond maintenance.

**B. SCOPE**

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, tools, labor, materials, licensing, transportation, and other components necessary to provide Storm Water Pond Maintenance Services that will meet the requirements of the County.

The primary goal of Contractor's work under this Agreement is the timely and quality maintenance of County owned storm water ponds.

**C. GENERAL REQUIREMENTS**

Contractor shall perform the following requirements:

1. Eradication of nuisance, exotic and designated undesirable plant species found growing within the designated storm water pond as follows:
  - (i) All Florida Exotic Pest Plant Council (EPPC) Category I and II species will be targeted unless directed otherwise.
  - (ii) Chemical treatment by foliar application. Biomass removal is not required, kill in place methodology is the standard method.
  - (iii) Treat dollar weed, all species of primrose (*Ludwigia* spp.), new populations of cattail over the entire pond, paragrass, Carolina Willow (under 10 ft in height, kill in place).

NOTE: The County is primarily interested in the water flow into and out of the ponds. Therefore, Contractor shall ensure that ALL vegetation of any type or species, is targeted for 100% kill for a distance not less than five feet and not more than ten feet from any inlet or outlet structure. This includes: skimmers, headwalls, and mitered end treatments to provide a clear an open area on all sides of the structure in order for the water to move out of, or into the pond freely.

2. Ensure native vegetation is not sprayed during the provision of services that native vegetation is not impacted.
3. Perform trash pickup as part of the maintenance event. Contractor shall remove all human made trash visible, both floating and submerged, from the body of water that can be reached from the shore line and remove larger tree branches which may cause flow issues.
4. Dispose of all collected trash at authorized County waste collection sites.

5. Contractor shall submit daily data sheets of all work completed
6. Contractor shall submit an itemized invoice for payment upon completion of entire schedule.
7. The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work, without prior written approval by the County.

**D. TECHNICAL REQUIREMENTS**

Contractor's services shall include but not be limited to the following:

1. The maintenance of 136 locations, totaling 174 acres of storm water ponds.
2. Perform the work at scheduled intervals (five events per year). Work shall not be performed randomly or without notification by the County.
3. Within 30 days of receipt of the release order from the County, Contractor shall begin the maintenance cycle and work until completion of the cycle. Failure to begin work within 30 days of receipt of the release order may result in the County terminating the release order and engaging other contractors to perform the work or termination of the Agreement.
4. Treatment of all undesirable and designed upland and aquatic vegetation found within the designated storm water pond area and the removal of all trash from the storm water pond, banks, and outfall structure.
5. At the completion of the day's service during each maintenance event, contacting the County contract manager so that the County can conduct an inspection . The Contractor must provide completed work logs at the conclusion of each work day to the County's contract manager detailing all herbicide used, species present and treated, and estimated weight of trash removed.
6. Maintain a Work Log to include the following information:
  - a. Arrival and departure time to the site
  - b. The date service was performed
  - c. Weather conditions
  - d. Damage to facility observed
  - e. Condition of skimmer and outfall structure
  - f. Document all herbicide approved and use
7. Contractor's invoices shall:
  - a. Match the release order for the cycle
  - b. Be itemized.
  - c. Be emailed to the County contract manager.

**E. COUNTY RESPONSIBILITIES**

1. Issue a release order to Contractor for treatments within the County's fiscal year as notice to proceed with the work.
2. Upon completion of work and submission of paperwork by Contractor, the County will perform an inspection of all the services and notify the Contractor of its acceptance prior to authorizing payment.
3. Should the County identify any deficiencies in the work, the County will notify the Contractor and provide notice to Contractor to cure the deficiency.
4. The County, at its sole discretion, may add or delete ponds throughout the term of the Agreement.

**END OF ATTACHMENT A**

**ATTACHMENT B**  
**MINIMUM QUALIFICATIONS**  
**ITQ No. 18-R069785AEJ**

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. Bidder must possess a current, valid Florida Department of Agriculture and Consumer Services (FDACS) Commercial Application License with an Aquatic Pest Control Category (5A)

**Provide a copy of Bidder's Florida Department of Agriculture and Consumer Services Commercial Application License with an Aquatic Pest Control Category.**

3. Bidder, or its representative, has made an inspection of the work sites for the work specified in this ITQ on or after the date of advertisement of this ITQ and prior to the Due Date and Time.

**Bidder must submit a statement on company letterhead and signed by an authorized official of Bidder, that Bidder, or its representative(s), has made an inspection of the work sites, listing the date of the inspections and the individual(s), by name, who conducted the inspection.**

4. The Bidder has provided pond maintenance services for at least three clients since September 1, 2015 each of which included at least two of the following components: (i) aquatic nuisance and/or exotic plant removal; (ii) trash collection and disposal (iii) application of herbicides (iv) tracking work via daily logs. Provide the following information for the three qualifying clients.
  - a) Name of client
  - b) Location (City/State)
  - c) Client contact name
  - d) Contact phone
  - e) Contact email
  - f) Service dates (Start/End)
  - g) Components

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

**Bidder must complete Attachment E 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.**

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

**If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer 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 the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.**

END OF ATTACHMENT

**ATTACHMENT C**  
**INSURANCE STATEMENT**  
**ITQ No. 18-R069785AEJ**

**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 Quote.***



ATTACHMENT D  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE 5,

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

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to 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.

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QUOTATION FORM

INVITATION TO QUOTE #18-R069785AEJ

Storm Water Pond Maintenance at Various Manatee County Locations:

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term and condition contained in this 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 supplier shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

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

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

(Print Name & Title of Signer)

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

\_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

FEIN #: \_\_\_\_\_

BUSINESS LICENSE NUMBER: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

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

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

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

## Quotation Form 18-R069785AEJ

### Storm Water Pond Maintenance at Various Manatee County Locations

Manatee County Pond Identification No.	Pond Locations:	Acre	Cost Per Event	Extended Cost
10	Lake Brendan - Magellan Drive & Connecticut St	2.58		\$0.00
11	Tangelo Park - Orlando Ave between 12 <sup>th</sup> St W & 14 <sup>th</sup> St W	0.97		\$0.00
14	Lake Park - 9 <sup>th</sup> Ave Dr E & 31 <sup>st</sup> St E Palmetto	0.45		\$0.00
25	Pond at 13 <sup>th</sup> St E & 59 <sup>th</sup> Ave E behind Manasota Hardware	0.69		\$0.00
29	North Pond at 60 <sup>th</sup> Ave E between 1 <sup>st</sup> & 3 <sup>rd</sup> St E	0.44		\$0.00
30	South Pond at 60 <sup>th</sup> Ave E between 1 <sup>st</sup> & 3 <sup>rd</sup> St E	0.3		\$0.00
33	Manatee Palms 37 <sup>th</sup> Ave E @ 11th St Ct E	0.73		\$0.00
39	9 <sup>th</sup> St E Retention Pond North of 53 <sup>rd</sup> Ave E	0.59		\$0.00
43	Whitfield Manor Subdivision 7130 & 7126 12 <sup>th</sup> St Ct	0.13		\$0.00
44	14th Ave W @ 17th St W Palmetto Ag Center	0.77		\$0.00
46	Pond north of 26 <sup>th</sup> Ave E. off 15 <sup>th</sup> St. E.	5.02		\$0.00
47	NE corner of 57 <sup>th</sup> Ave W and 34 <sup>th</sup> St W	0.8		\$0.00
48A	NE corner of 60 <sup>th</sup> Ave W and 34 <sup>th</sup> St W	0.68		\$0.00
56	Pond at the southeast corner of 53 <sup>rd</sup> Ave. W. and 43 <sup>rd</sup> St. W.	0.43		\$0.00
60	Pond between 8 <sup>th</sup> & 9th St. E. north of 13 <sup>th</sup> Ave. E.	0.06		\$0.00
66	905 Manatee Ave. E. behind Vanguard Pharmacy	1.26		\$0.00
68	Lakewood Ranch Boulevard at High School Entrance	6.29		\$0.00
72	Kay Rd extension north of Walmart	0.83		\$0.00
78	Post Office; 24 <sup>th</sup> Street East off 53 <sup>rd</sup> Ave E	0.2		\$0.00
80	60 <sup>th</sup> Avenue East, north of Government Hammock	0.21		\$0.00
83	SR 70 @ Natalie Way, northwest corner	0.33		\$0.00
84	Whitfield Avenue Extension & Prospect Road	1.1		\$0.00
89	4750 75 <sup>th</sup> Street West	1.6		\$0.00
90	Jackson Park; 308 17 <sup>th</sup> Street West	0.79		\$0.00
91	Fleet Services 66 <sup>th</sup> Street West	0.52		\$0.00
92	2907 97 <sup>th</sup> Avenue East (Reeder)	0.27		\$0.00
94	Tax Collectors 819 301 Blvd W pond in front by sidewalk	0.05		\$0.00
95	SE corner 23 <sup>rd</sup> St E @ US 41 Palmetto	0.05		\$0.00
103	El Conquistador Pkwy .46 miles S of 53 <sup>rd</sup> Ave W (s. side)	0.69		\$0.00
133	University Place Community Park by entrance	0.21		\$0.00
141	44 <sup>th</sup> Ave E to the east of Taylor Rental	0.25		\$0.00
143	SW corner of 15 <sup>th</sup> St Ct E @ 51 <sup>st</sup> Ave E	0.1		\$0.00
144	5507 9 <sup>th</sup> St E north of junk yard	0.25		\$0.00
145	5507 9 <sup>th</sup> St E south of junk yard	0.19		\$0.00
146	800' south of US Hwy 301 on Ft Hamer	0.3		\$0.00
2000	Bennett Park Pond B (small pond along I-75)	0.77		\$0.00
2003	Bennett Park Pond F (pond south of road)	0.95		\$0.00
2044	Bennett Park Pond O (pond north of parking lot)	1.14		\$0.00
2049	Bennett Park Pond A (large pond along I-75)	12.7		\$0.00
2050	Bennett Park Pond Q (pond east of pond 2044)	2.7		\$0.00
2051	University Place Community Park South of field	0.29		\$0.00
2053	Braden River Park Inlet/ outlet	2.88		\$0.00
2065	Bennett Park (west of pond 2003 along road)	0.14		\$0.00
2083	44th Ave E between 19th St Ct E & US 301	0.88		\$0.00

## Quotation Form 18-R069785AEJ

### Storm Water Pond Maintenance at Various Manatee County Locations

Manatee County Pond Identification No.	Pond Locations:	Acre	Cost Per Event	Extended Cost
2098	Bunker Hill Park	32.5		\$0.00
2105	NE corner of 44th Ave E @ 37th St E	0.47		\$0.00
2111	Honore Ave .1 miles east of Lancaster Ct	1.51		\$0.00
2140	Bennett Park Pond I (north pond west of road)	3.19		\$0.00
2162	Bennett Park Pond J (south pond west of road)	0.54		\$0.00
2173	44 <sup>th</sup> Ave E Creekwood Park pond B	1.4		\$0.00
2222	Caruso Rd @ HS entrance	0.26		\$0.00
2283	SW corner of 44th Ave E @ 18th St E north pond	1.5		\$0.00
2292	44th Ave E, east of 39th St E	1.08		\$0.00
2294	SE corner of 44th Ave E @ 37th St E	0.97		\$0.00
2295	SW corner of 44th Ave E @ 37th St E	0.66		\$0.00
2296	SW corner of 44th Ave E @ 18th St E large pond	3.62		\$0.00
2297	SW corner of 44th Ave E @ 18th St E small middle pond	0.7		\$0.00
2300	44th Ave E between 19th St Ct E & US 301 east of 2083	1.23		\$0.00
2301	44th Ave E between 19th St Ct E & US 301 east of 2300	1.41		\$0.00
2302	44th Ave E between 19th St Ct E & US 301 east of 2301	0.05		\$0.00
2303	44th Ave E between 19th St Ct E & US 301 east of 2302	0.13		\$0.00
2304	44th Ave E between US 301 & 30th St E	1.36		\$0.00
2305	44th Ave E between US 301 & 30th St E east of 2304	0.45		\$0.00
2308	Ft Hamer bridge east of parking lot	0.19		\$0.00
2309	Ft Hamer bridge south of 2308	0.1		\$0.00
2310	Ft Hamer bridge east of bridge	0.59		\$0.00
2311	Ft Hamer bridge east side of road north of River Isle Run	1.17		\$0.00
2312	Ft Hamer bridge south of river NE corner with Upper Manate River Rd.	1.45		\$0.00
2313	Conservatory Park	10.1		\$0.00
54B	Ponds north of Palma Sola Drain off 75 <sup>th</sup> St. W. Dry pond	0.2		\$0.00
54C	Ponds north of Palma Sola Drain off 75 <sup>th</sup> St. W. Wet pond	0.12		\$0.00
57A	Wauchula Rd. Flat Ford Bridge north of bridge east side	1.38		\$0.00
57B	Wauchula Rd. Flat Ford Bridge north of bridge east side north of 57A	0.24		\$0.00
59A	Lockwood Ridge Rd. North of Glenbrook Drive	0.63		\$0.00
59B	Lockwood Ridge Rd. North of Vintage Drive	0.44		\$0.00
59C	Lockwood Ridge Rd. North of Tournament Blvd.	0.75		\$0.00
59D	Lockwood Ridge Rd. South of Whitfield Avenue	3.8		\$0.00
59E	Lockwood Ridge Rd. North of 67th Avenue Circle	4.5		\$0.00
59F	Lockwood Ridge Rd. North of 63rd Avenue East	2.9		\$0.00
59G	Lockwood Ridge Rd. South of 58th Avenue Terrace East	1.5		\$0.00
61A	Buckeye Rd. Retention pond southeast corner	0.26		\$0.00
61B	Buckeye Rd. Retention pond northwest corner	0.33		\$0.00
61C	Buckeye Rd. Dry pond southwest-west corner	0.11		\$0.00
61D	Buckeye Rd. Dry pond northeast corner	0.1		\$0.00
61E	Buckeye Rd. Wet pond northeast corner, south of road	0.23		\$0.00
61F	Buckeye Rd. Wet pond northeast corner, north of road	0.82		\$0.00
62A	Civic Center East of US 301, north of Haben Blvd	0.24		\$0.00

## Quotation Form 18-R069785AEJ

### Storm Water Pond Maintenance at Various Manatee County Locations

Manatee County Pond Identification No.	Pond Locations:	Acre	Cost Per Event	Extended Cost
62B	Civic Center South of Civic Center building	0.24		\$0.00
62C	Civic Center Southeast of Civic Center building	0.53		\$0.00
62D	Civic Center East of Civic Center building	0.16		\$0.00
62E	Civic Center Northeast of Civic Center building	0.24		\$0.00
62F	Civic Center Northeast of parking lot	0.34		\$0.00
64A	63rd Ave W at Episcopal Church	1.15		\$0.00
64B	Pond at 5 <sup>th</sup> St W and 63 <sup>rd</sup> Avenue	0.23		\$0.00
64C	63rd Ave E @ lift station	1.31		\$0.00
64D	Pond at 13 <sup>th</sup> St E and 63 <sup>rd</sup> Avenue	2		\$0.00
64E	Pond at 63 <sup>rd</sup> Ave. E. west of New Pierce Drain	0.04		\$0.00
65A	SE corner of 14th St W & 30 <sup>th</sup> Ave W Fenced pond with cypress trees	0.94		\$0.00
65B	SW corner of 14th St W & 30 <sup>th</sup> Ave W. Dry retention	0.1		\$0.00
70A	Tallevast Road @ Pearce Drain south of Tallevast	2.09		\$0.00
71A	9 <sup>th</sup> Street West Extension. Retention Pond	1.26		\$0.00
71B	9 <sup>th</sup> Street West Extension. Dry pond	0.08		\$0.00
76A	57 <sup>th</sup> Avenue East of 14th Street West. North side	0.81		\$0.00
76B	57 <sup>th</sup> Avenue SE Pittsburg Drain	0.31		\$0.00
76C	57 <sup>th</sup> Avenue NW Pittsburg Drain	0.2		\$0.00
76D	57 <sup>th</sup> Avenue East of 15th Street East	2.58		\$0.00
81C	Caruso Road 2100 feet north of SR 70	0.36		\$0.00
81D	Caruso Road 2700 feet north of SR 70	0.35		\$0.00
86A	Honore Ave Lake E1 south side of road	1.16		\$0.00
86B	Honore Ave Lake E2 north side of road	1.7		\$0.00
86C	Honore Ave MIT pond east of 86B	0.7		\$0.00
86D	Honore Ave DET-1	0.27		\$0.00
86E	Honore Ave DET-2	0.42		\$0.00
86F	Honore Ave Lake F, 0.19 miles north of fire station	0.2		\$0.00
86G	Honore Ave Lake G, 0.12 miles north of fire station	0.24		\$0.00
93A	EOC Pond west of entrance	1		\$0.00
93B	EOC Pond east of entrance & outfall on north pond and by road	1.37		\$0.00
96A	SW Corner 53 <sup>rd</sup> Ave W & El Conquistador Pkwy closest to road	0.41		\$0.00
96B	SW Corner 53 <sup>rd</sup> Ave W & El Conquistador Pkwy west of pond 96A	0.38		\$0.00
98A	Buffalo Rd. north of Erie. Pond north of canal	0.92		\$0.00
98B	Buffalo Road north of Erie. Pond along road south of canal	0.36		\$0.00
98C	Buffalo Road north of Erie. Pond west of pond 96B	0.61		\$0.00
99A	17 <sup>th</sup> Street East Pond A (large pond north of Old Farmers canal)	3.9		\$0.00
99B	17 <sup>th</sup> Street East Pond B (pond south of Old Farmers canal)	1.3		\$0.00
99C	17 <sup>th</sup> Street East Pond C (pond west of pond 99A)	0.56		\$0.00
99D	17 <sup>th</sup> Street East Pond D (pond east of Racetrac at US 41)	0.38		\$0.00
99E	17 <sup>th</sup> Street East Pond E (pond east of Bayshore Rd)	1.94		\$0.00
99F	17 <sup>th</sup> Street East Pond F (pond west of Bayshore Rd)	0.38		\$0.00

**Quotation Form 18-R069785AEJ****Storm Water Pond Maintenance at Various Manatee County Locations**

<b>Manatee County Pond Identification No.</b>	<b>Pond Locations:</b>	<b>Acre</b>	<b>Cost Per Event</b>	<b>Extended Cost</b>
104A	El Conquistador Pkwy .63 miles N.W. of Champ Row (S. side)	1.11		\$0.00
105B	El Conquistador Pkwy .18 miles N.W. of Champions Row (S. side)	0.59		\$0.00
2306A	38th Ave E @ 27th St E (NW of roundabout)	0.1		\$0.00
2306B	38th Ave E @ 27th St E (NE of roundabout)	0.33		\$0.00
2306C	38th Ave E @ 27th St E (SW of roundabout)	0.06		\$0.00
2306D	38th Ave E @ 27th St E (SE of roundabout)	0.11		\$0.00
2306E	38th Ave E @ 30th St E (SW of roundabout)	0.16		\$0.00
2306F	38th Ave E @ 30th St E (south of roundabout)	0.08		\$0.00
<b>Total of 136 Locations/174 Acres</b>				
<b>TOTAL OF STORMWATER POND MAINTENANCE</b>				\$0.00



# P-54 B & C

P-54 B 0.2 acres

P-54 C 0.12 acres

## Legend







Legend

1000 ft



**P-89**  
1.60 acres

P-89

Google Earth

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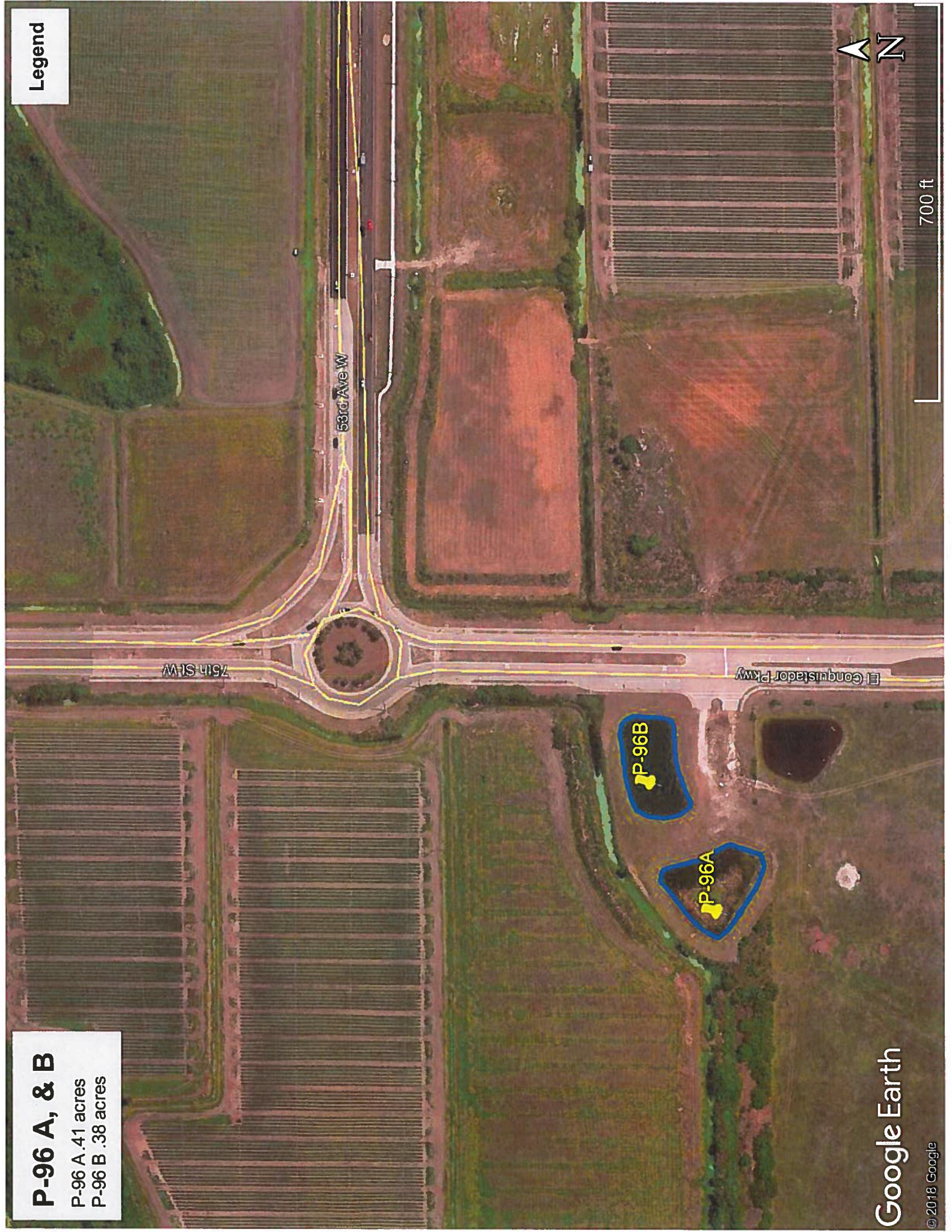


# P-96 A, & B

P-96 A .41 acres

P-96 B .38 acres

## Legend





**P-103**

.69 acres

53rd Ave W

Legend

Google Earth

© 2018 Google

P-103

El Conquistador Pkwy

1000 ft





Legend

## P-104 A, P-105 B

P-104 A 1.11 acres

P-105 B .59 acres

P-104 A

P-105 B

El Conquistador Pkwy

Champions Row St

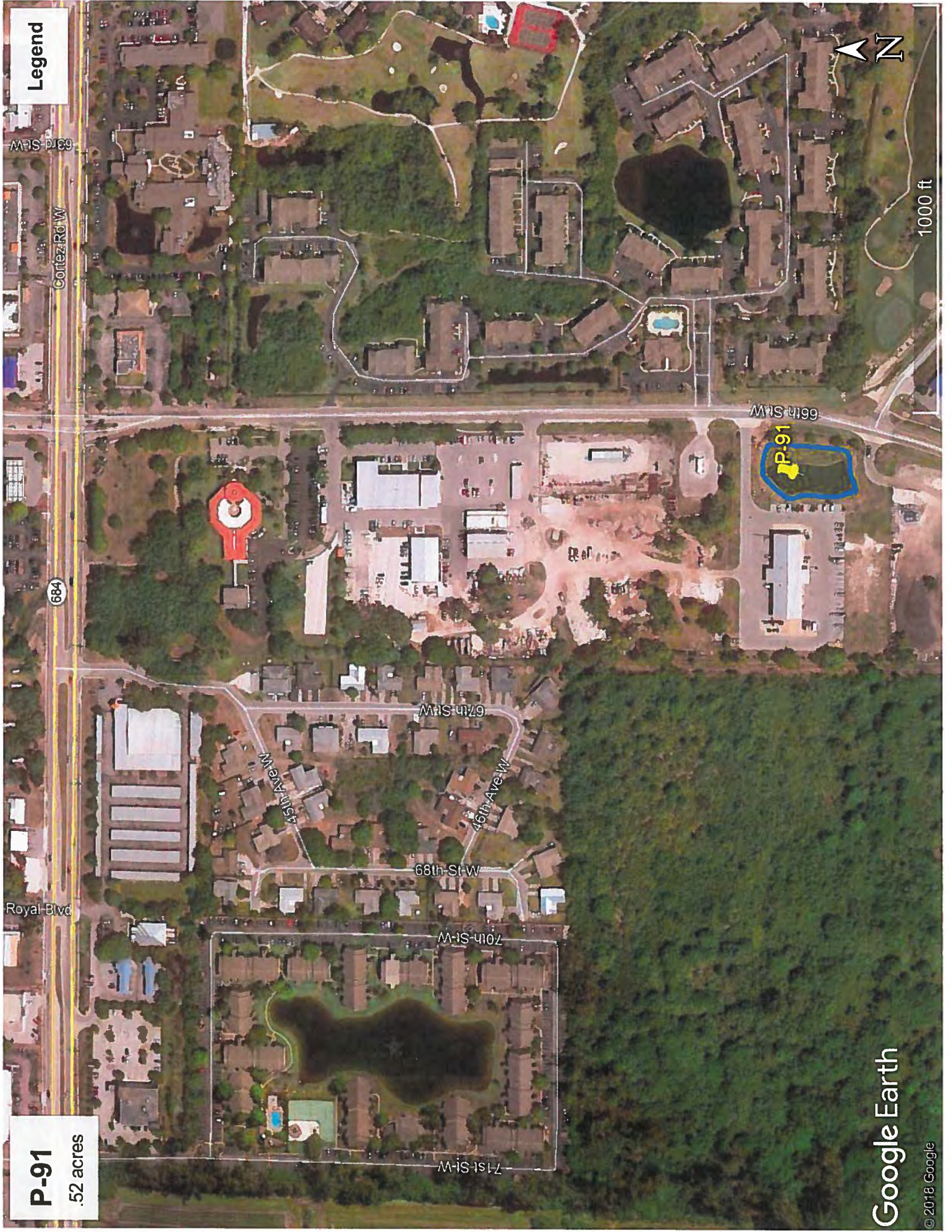
1000 ft



Google Earth

© 2018 Google





Legend

**P-91**  
.52 acres

Google Earth

© 2018 Google



**.43 acres**

### Legend

© 2018 Google





# P-47, P-48A

P-47 .80 acres  
P-48A .68 acres

## Legend

P-47

P-48A

Google Earth

©2018 Google



1000 ft

29th St W

57th Ave W

60th Ave W

34th St W

57th Terrace W

58th Ave W

59th Ave W

59th Ave Dr W

35th St W

36th St W

57th Ave W





**P-11**  
.97 acres

**Legend**



Google Earth

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# P-65 A, P-65 B

P-65 A .94 acres

P-65 B .1 acres

P-65B

P-65A

Legend

Google Earth

© 2018 Google



400 ft

14th St W

31st Ave W

14th St W

30th Ave W

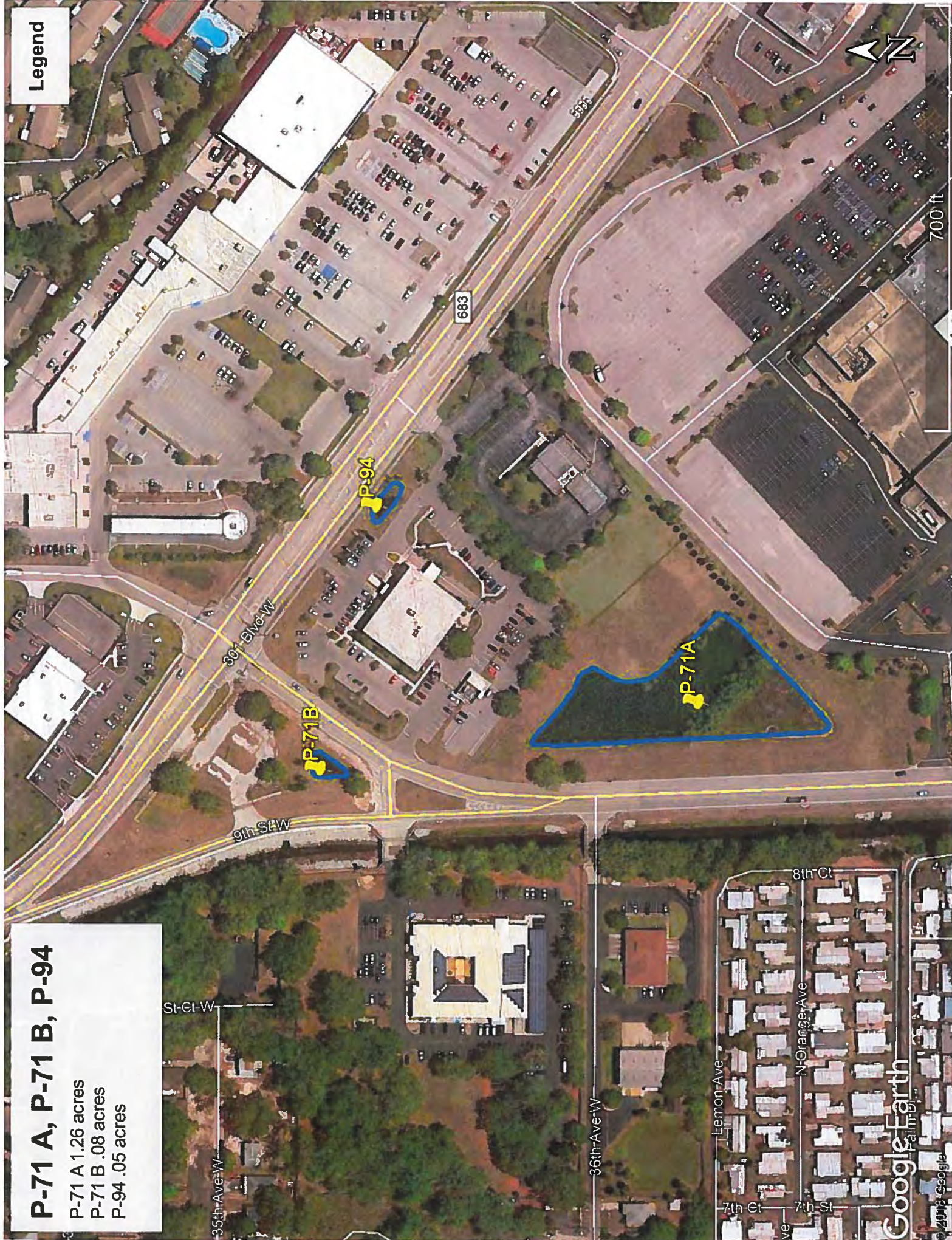
41



Legend

# P-71 A, P-71 B, P-94

P-71 A 1.26 acres  
P-71 B .08 acres  
P-94 .05 acres





**P-66**

1.26 acres

**Legend**



Google Earth

© 2018 Google

500 ft







**P-60**

.06 acres

**Legend**

9th St E

8th St E

7th St E

13th Ave E

P-60



300 ft

Google Earth

© 2018 Google



**P-46**

5.02 acres

**Legend**

**P-46**



Google Earth

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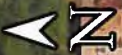




Legend

P-33

.73 acres



700 ft

11th St E

P-33

37th Ave E

10th St E

38th Terrace E

40th Ave E

9th St E

Ave Dr E

Google Earth

© 2018 Google



**P-141**  
25 acres

**Legend**

42nd Ave E

638

30th Blvd E

44th Ave E

Cortez Ln

1st Ave E  
5th St E

1st St

3rd Ave E

Ranchero Cir

500 ft

**P-141**

Google Earth

© 2018 Google





# P-2283, P-2297, P-2296

P-2283 1.50 acres

P-2297 .7 acres

P-2296 3.62 acres

## Legend



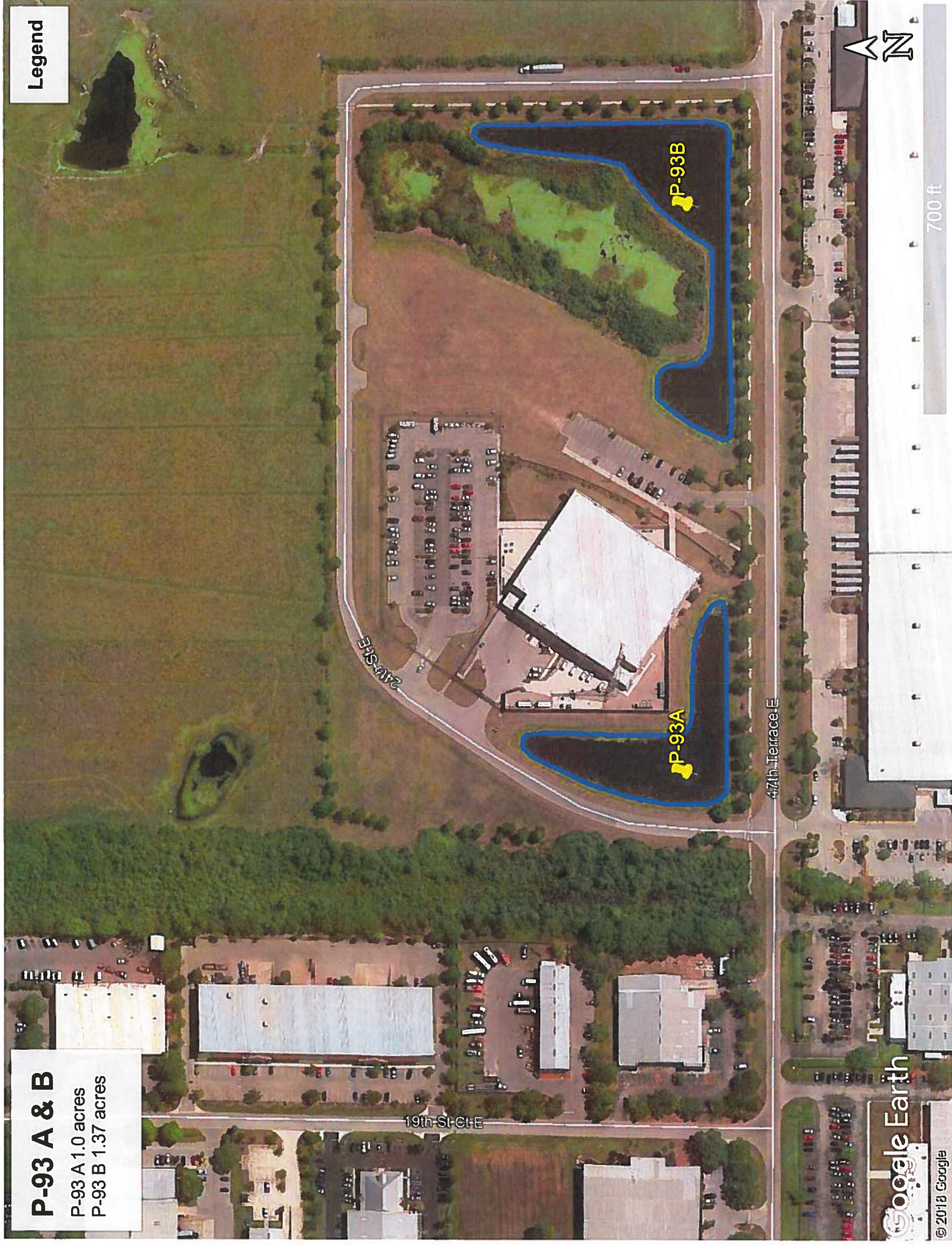


Legend

## P-93 A & B

P-93 A 1.0 acres

P-93 B 1.37 acres



Google Earth

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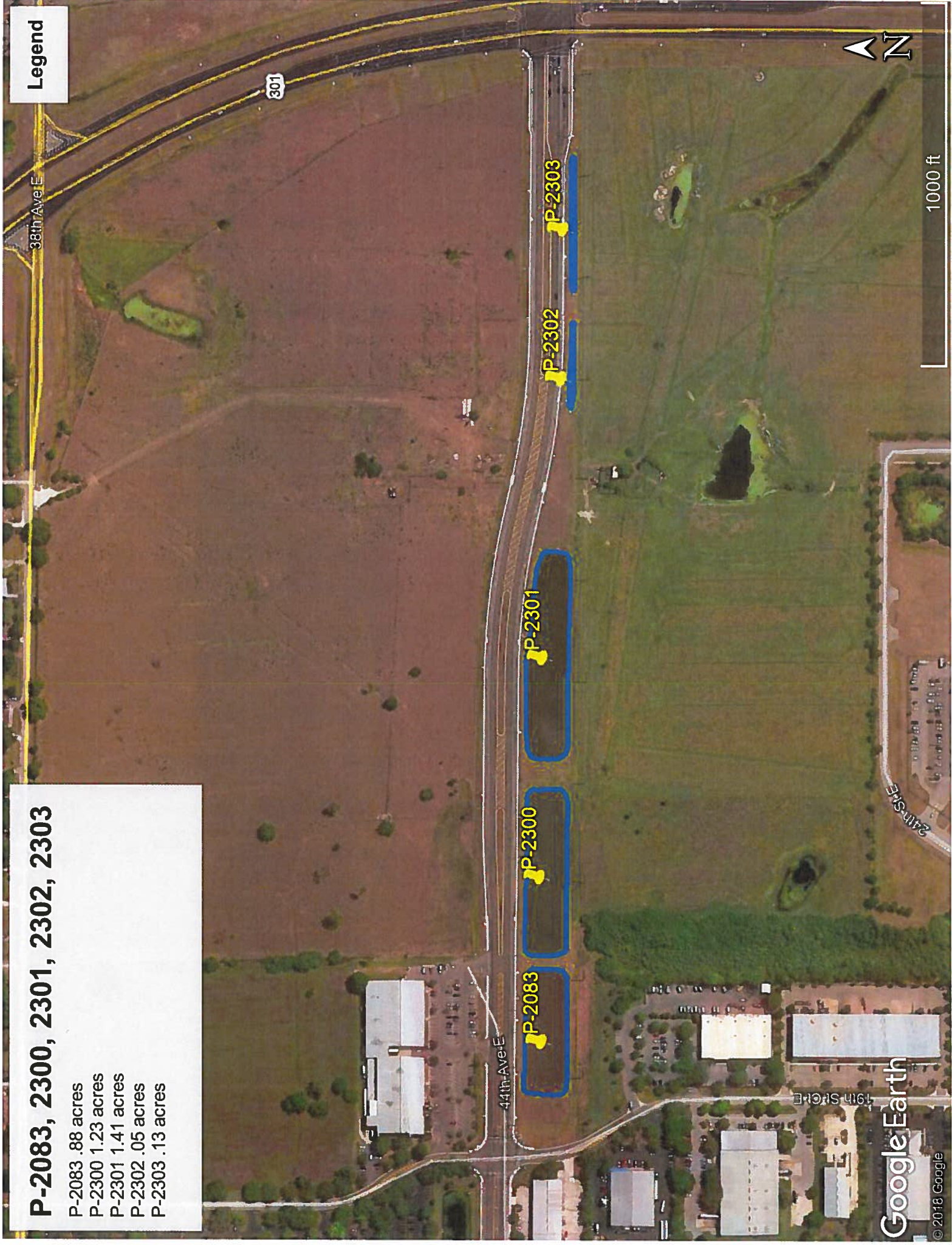
700 ft



## P-2083, 2300, 2301, 2302, 2303

P-2083 .88 acres  
P-2300 1.23 acres  
P-2301 1.41 acres  
P-2302 .05 acres  
P-2303 .13 acres

## Legend



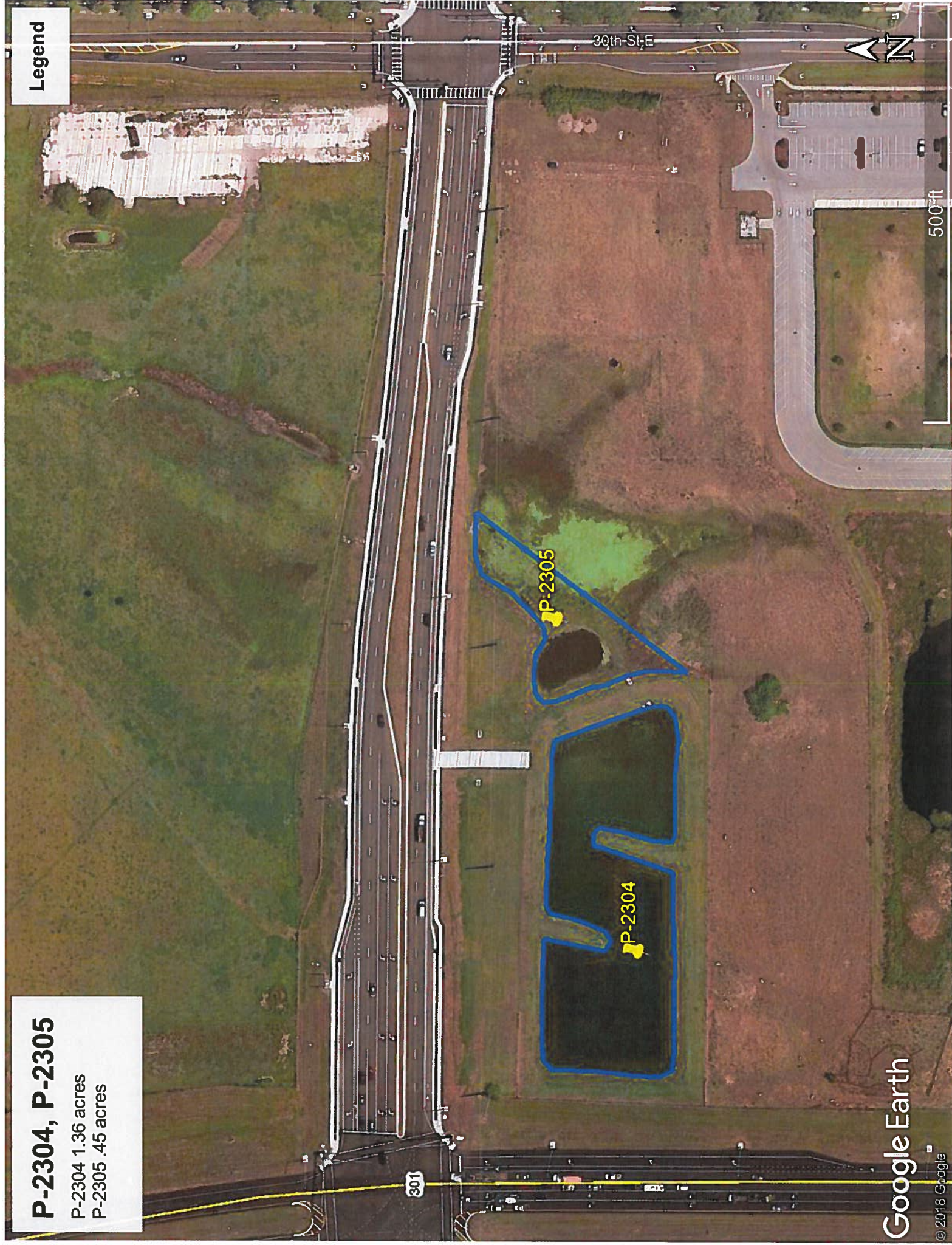


## P-2304, P-2305

P-2304 1.36 acres

P-2305 .45 acres

## Legend

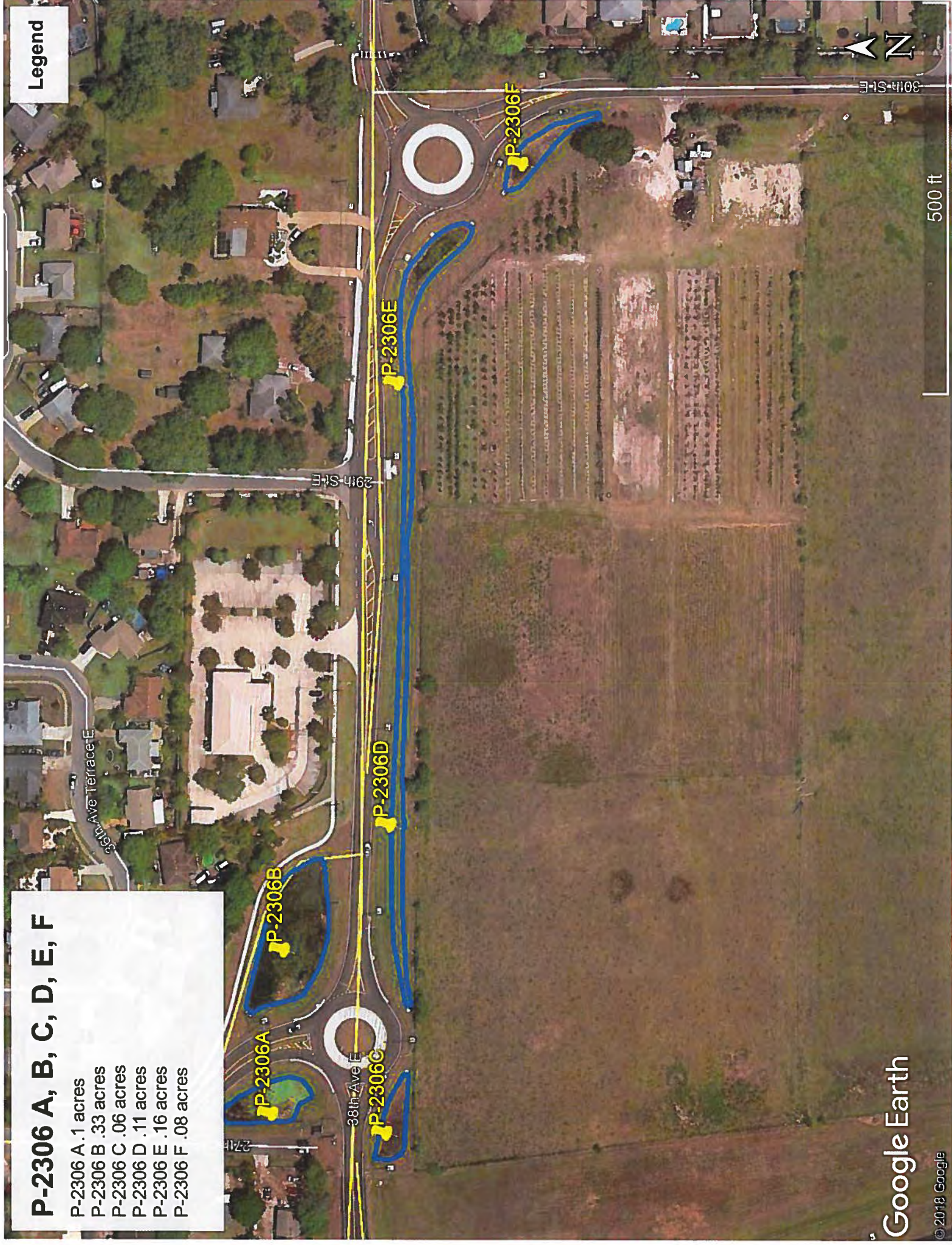




# P-2306 A, B, C, D, E, F

P-2306 A .1 acres  
P-2306 B .33 acres  
P-2306 C .06 acres  
P-2306 D .11 acres  
P-2306 E .16 acres  
P-2306 F .08 acres

## Legend





## P-2105, 2294, 2295, 2292

P-2105 .47 acres

P-2294 .97 acres

P-2295 .66 acres

P-2292 1.08 acres

## Legend





**P-78**

.2 acres

**Legend**

**P-78**

26th St E

25th St E

52nd Ave E

53rd Ave E

300 ft



Google Earth

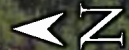
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**P-143**

.1 acres

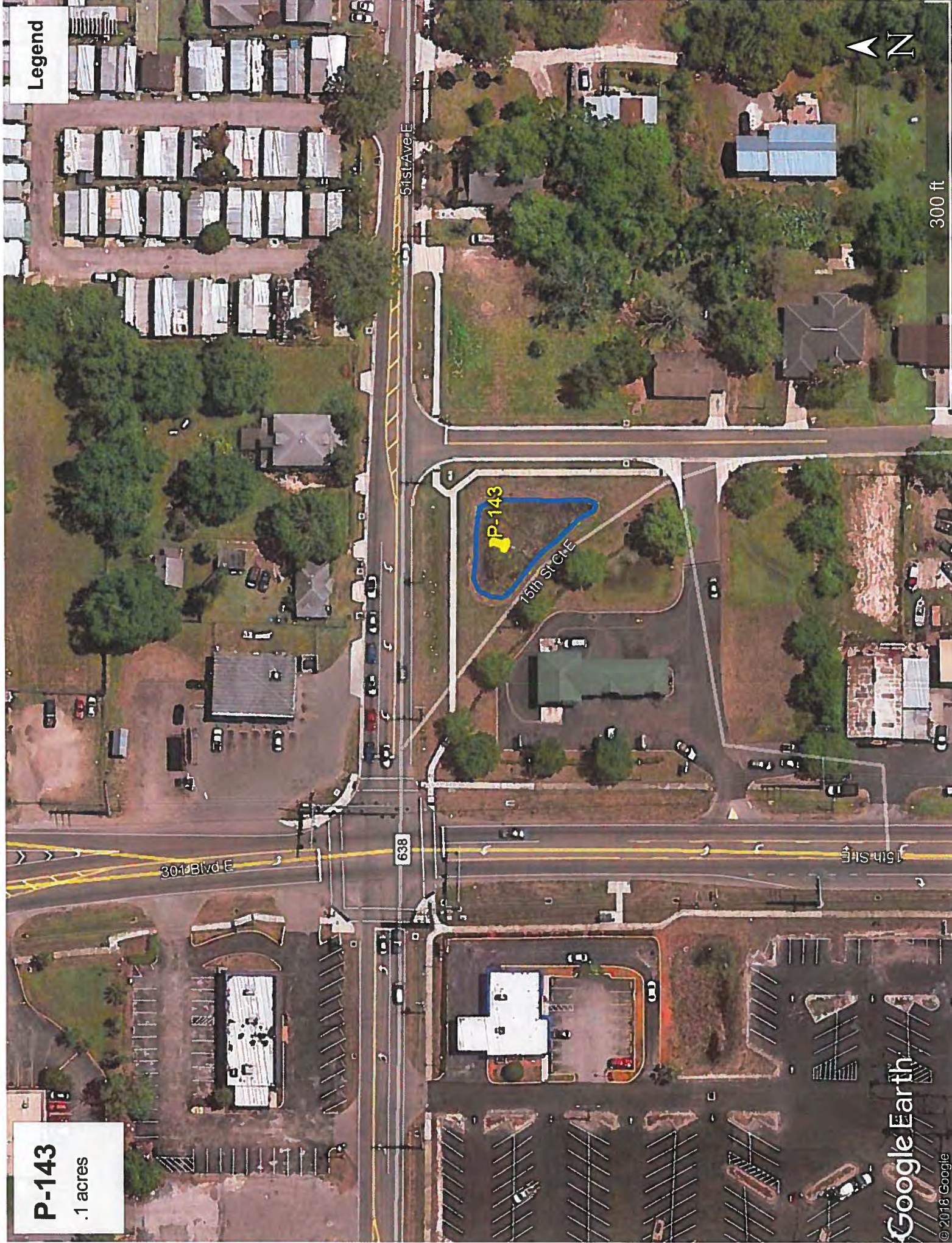
**Legend**



300 ft

Google Earth

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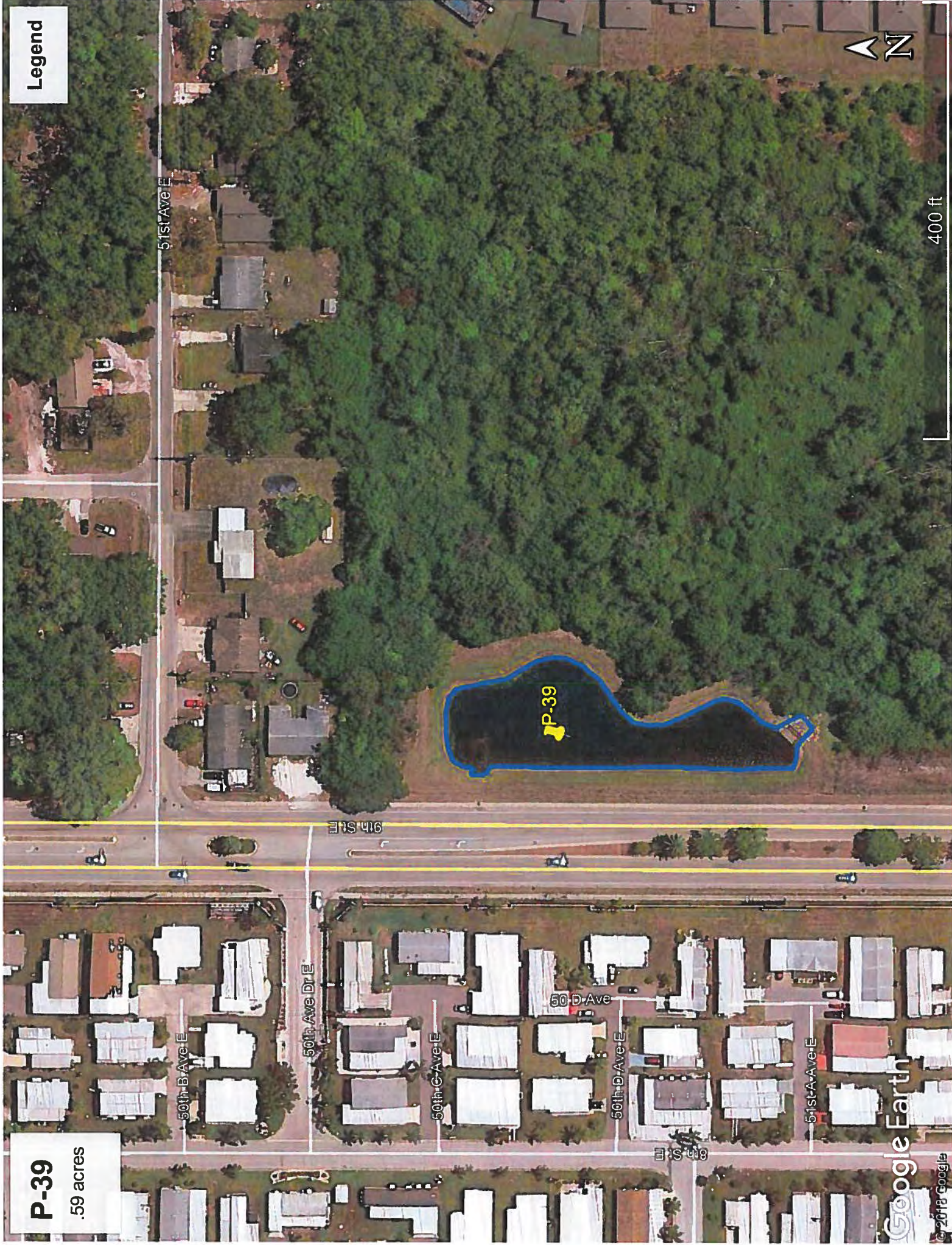




**P-39**

.59 acres

**Legend**



400 ft

Google Earth

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# P-144, P-145

P-144 .25 acres  
P-145 .19 acres

## Legend

P-144

P-145

11th St-E

10th St

57th Ave-E

9th St-E

56th Ave-Ddr-E

11th St-E

56th Ave-Terrace-E

11th St-E

12th St-E



6th St-E

7th St-E

8th St-E

56th Ave-E

J St

54th Ave-Ddr-E

11th St-E

12th St-E

13th St-E

14th St-E

15th St-E

16th St-E

17th St-E

18th St-E

19th St-E

20th St-E

21st St-E

22nd St-E

23rd St-E

24th St-E

25th St-E

26th St-E

27th St-E



**P-76 A**

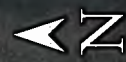
P-76 A.81 acres

**Legend**

**P-76A**

Google Earth

© 2018 Google



600 ft





**P-76 B, C**  
P-76 B .31 acres  
P-76 C .20 acres

**Legend**

**P-76C**

**P-76B**

57th Ave E

6th St E

6th St E

6th St E

57th Ave Dr E

58th Ave E

7th St E



600 ft

Google Earth

©2018 Google



**P-76 D**

2.58 acres

**Legend**

**P-76 D**

Google Earth

© 2018 Google



300 ft

56th Ave Dr E

57th Ave Dr E

57th Ave E

15th St E

638

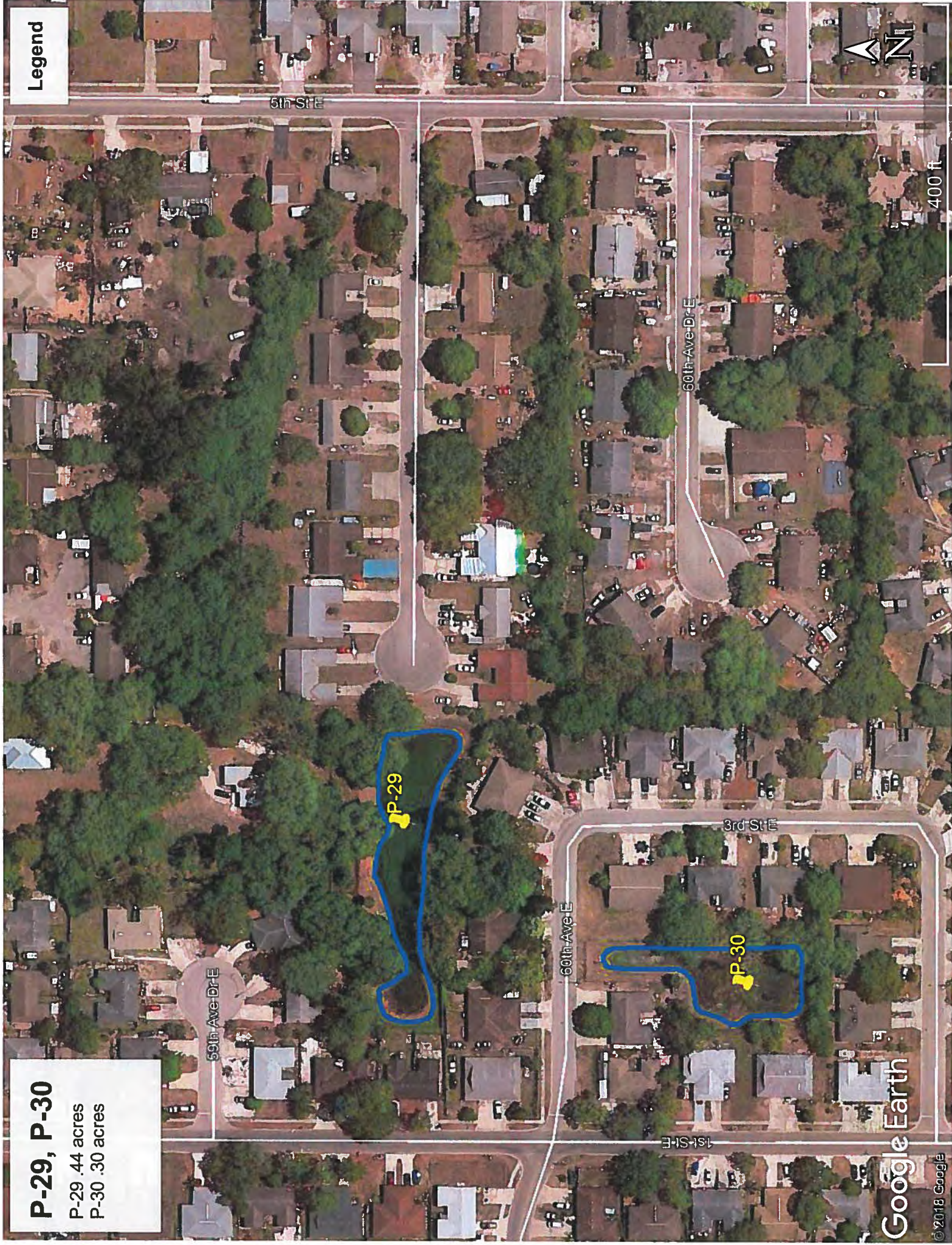


## P-29, P-30

P-29 .44 acres

P-30 .30 acres

## Legend







Legend

P-25

.69 acres

P-25

Google Earth

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**P-64 A**

1.15 acres

**Legend**

Hague Blvd

H Ave-E

H Ave

Ave G

G Ave-E

Holland Ave

63rd Ave W

8th St Ct W

P-64A

Google Earth

© 2018 Google

400 ft





**P-64 B**

.23 acres

**Legend**

**P-64B**

63rd Ave W

Polynesian Dr

200 ft

Google Earth

© 2018 Google





### Legend

**P-64 C**  
1.31 acres



500 ft

Google Earth

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Legend



500 ft

P-64 D

2.0 acres

P-64D

63rd Ave E

15th St E

13th St E

14th St E

12th St E

12th St E

Google Earth

© 2018 Google



33rd St E

**P-64 E**  
.04 acres

Legend

63rd Ave E

**P-64 E**

Google Earth

© 2018 Google

200 ft

N





**P-10**

2.58 acres

**Legend**

**P-10**

Google Earth

© 2018 Google

500 ft





Legend

P-43

.13 acres

Google Earth

© 2018 Google

400 ft





**P-70 A**

2.09 acres

**Legend**

26th St E

Matoaka Rd

Pearce Rd

74th Ave E

27th St E

31st St E

P-70A

Google Earth

© 2018 Google

800 ft

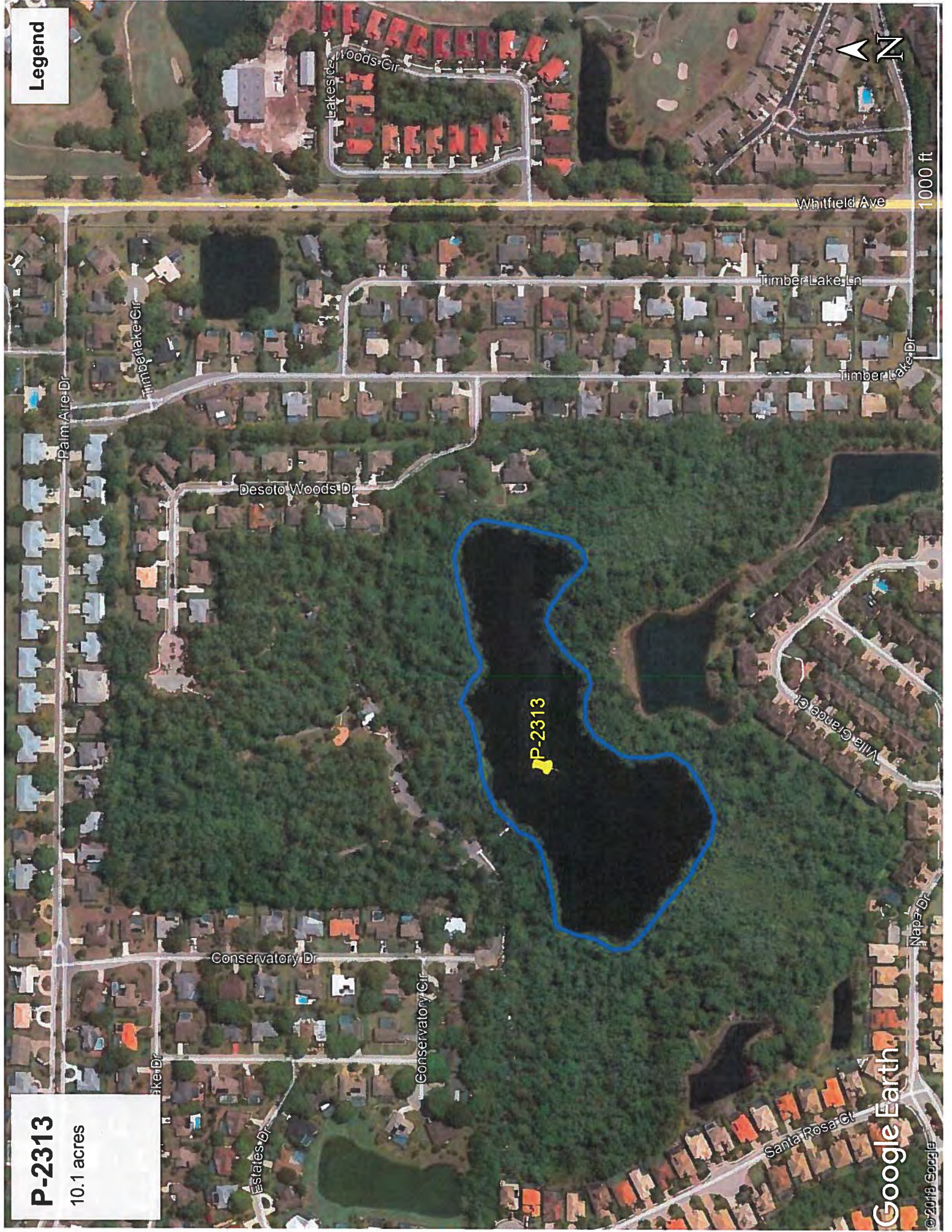




Legend

P-2313

10.1 acres



Whitfield Ave

Timberlake Ln

Timberlake Dr

Desoto Woods Dr

Conservatory Dr

Conservatory Cir

Estates Dr

Santa Rosa Ct

Napo Dr

1000 ft

Google Earth

© 2018 Google



# P-133, P-2051

P-133 .21 acres  
P-2051 .29 acres

## Legend





**P-84**

1.10 acres

**Legend**

36th St E

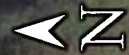
Whitfield Ave

**P-84**

Google Earth

© 2018 Google

400 ft





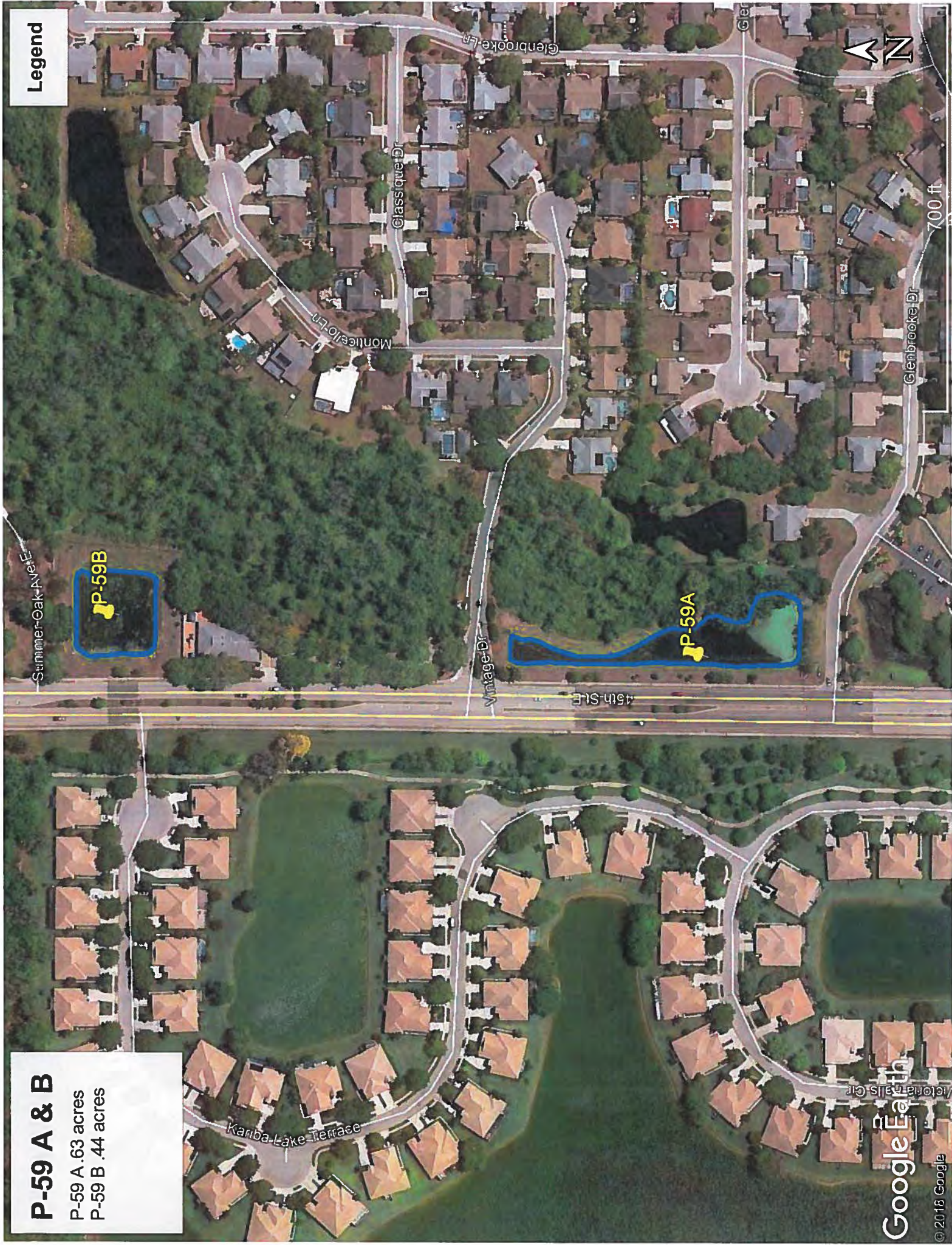
# P-59 A & B

P-59 A .63 acres  
P-59 B .44 acres

## Legend

P-59B

P-59A





**P-59 C**

.75 acres

**Legend**

**P-59C**

76th Ave Dr E

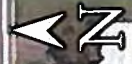
45th St E

Alcova Dr

Rayfield Dr

Anderson Dr

Oak Run Dr



400 ft

Google Earth

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# P-59 D & E

P-59 D 3.8 acres

P-59 E 4.5 acres

## Legend

P-59E

P-59D

Google Earth

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1000 ft

Cal Cascedo Way

67th Ave Cir E

68th Ave E

45th St E

Whitfield Ave

Carlyle Ln

Mystic Ln

LakeScene Pl

Treymore Ct

42nd Ct E

41st Ct E

3rd Ct E



## P-59 F & G

P-59 F 2.9 acres

P-59 G 1.5 acres

## Legend

P-59G

P-59F

Google Earth

© 2018 Google

1000 ft

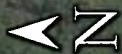
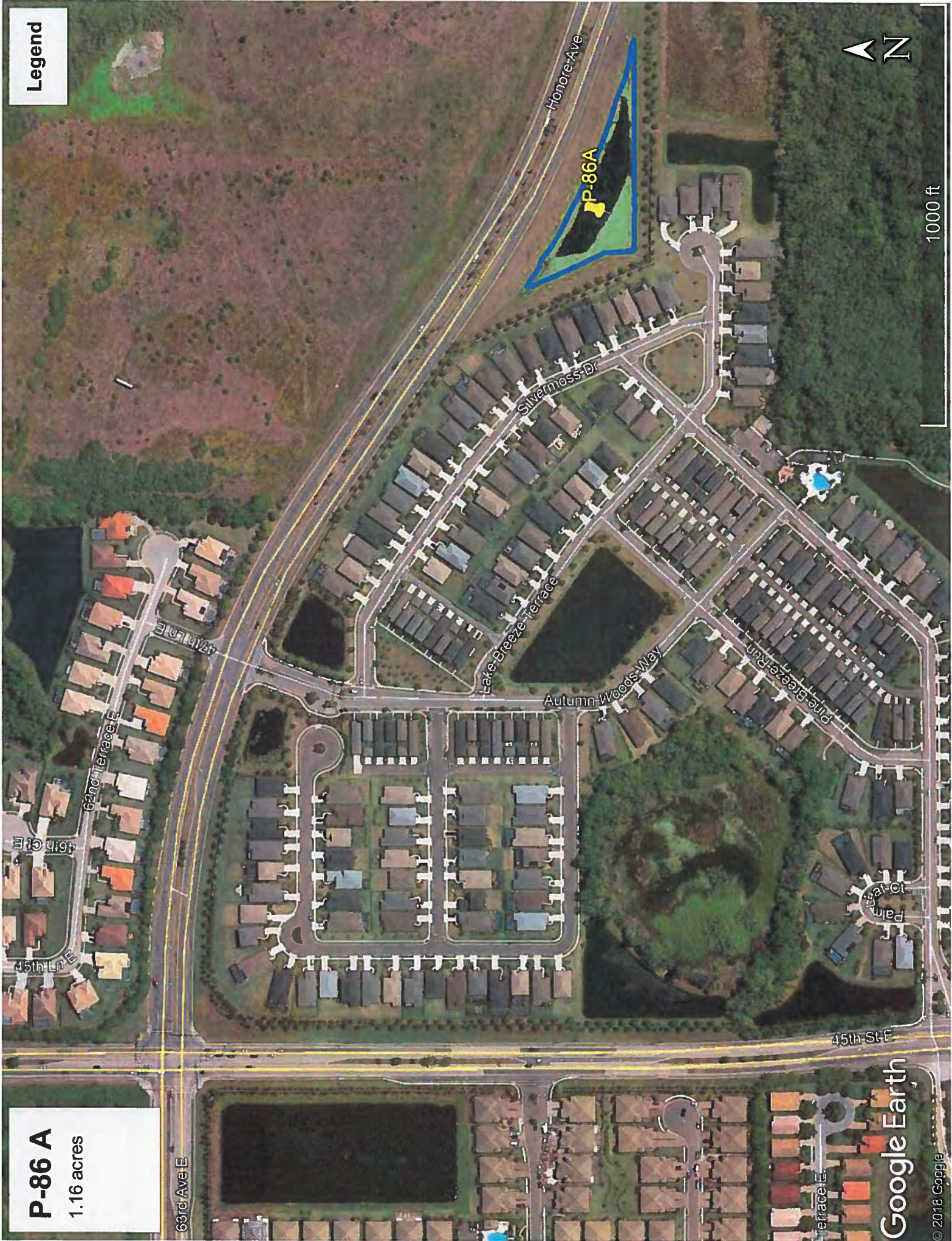
N





Legend

**P-86 A**  
1.16 acres



1000 ft

Google Earth

© 2018 Google



## P-86 B, C, D & E

P-86 B 1.70 acres  
P-86 C .70 acres  
P-86 D .27 acres  
P-86 E .42 acres

## Legend

Natalie-Way-E

Honore-Ave

P-86E

P-86D

P-86C

P-86B

Creekside-Trail

Segebrush-Cir

Google Earth

© 2018 Google

900 ft

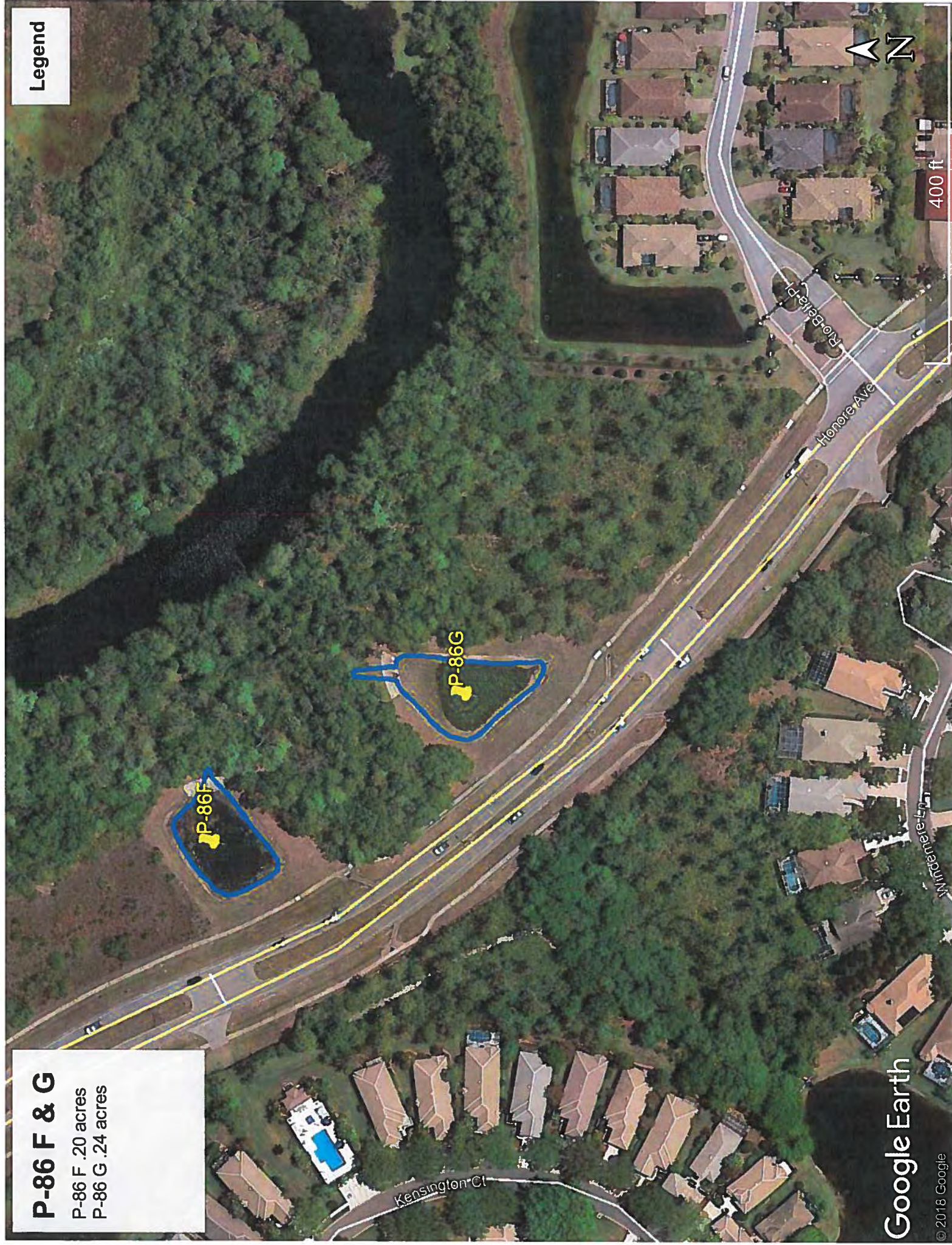




Legend

P-86 F & G

- P-86 F .20 acres
- P-86 G .24 acres





Legend

**P-2111**

1.51 acres

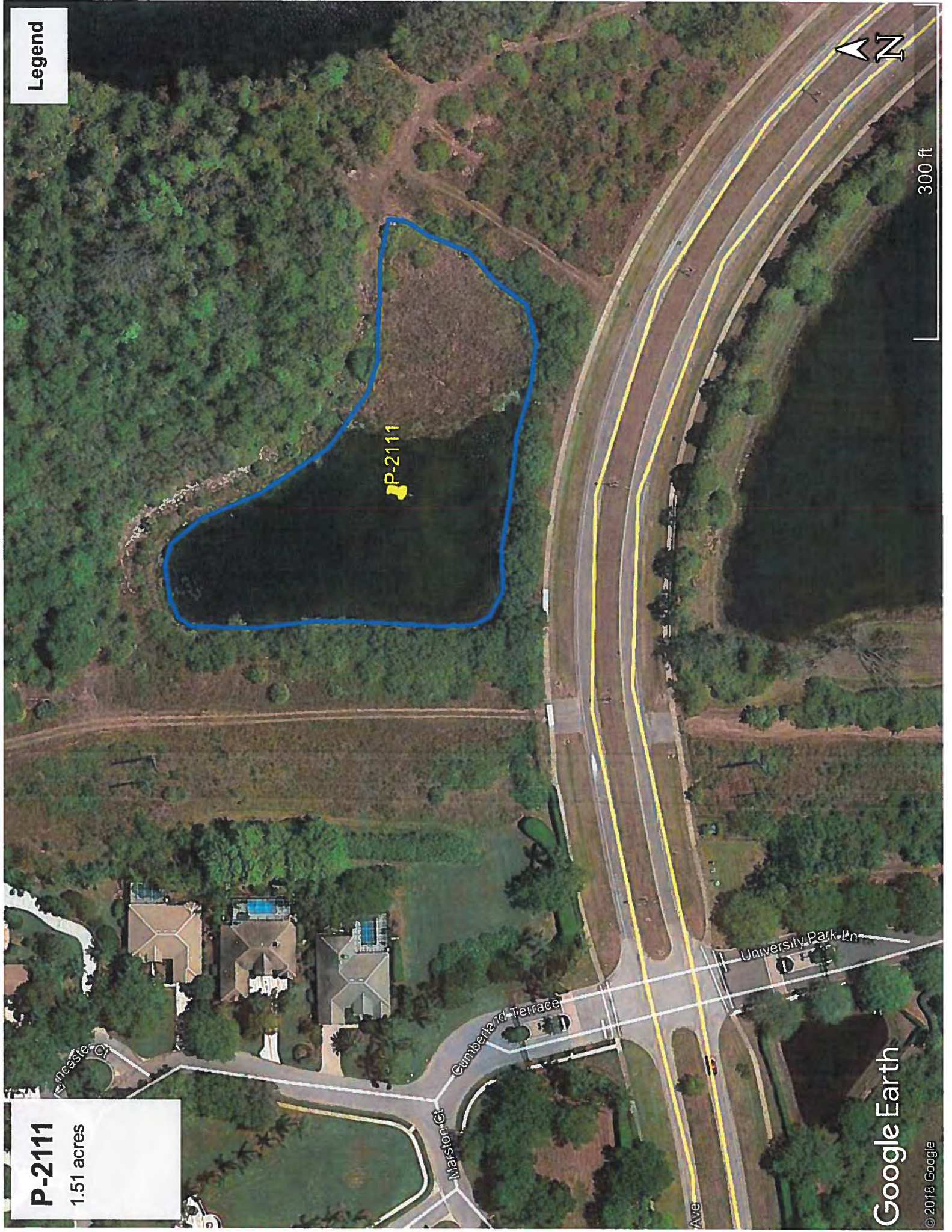
P-2111



300 ft

Google Earth

© 2018 Google





## P-2053, P-83

P-2053 2.88 acres

P-83 .33 acres

## Legend

P-2053

P-83

Google Earth

© 2018 Google

53rd Ave-E

N Cathy Ave

E Cathy Ave

800 ft

N

Natalie Way

51st St-E

70



# P-81 C, P-81 D

P-81 C .36 acres  
P-81 D .35 acres

48th Ave Dr E

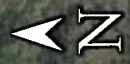
Legend

Caruso Rd

Willow-Gir  
Palmetto-Trail  
Blue-Jay-Dr  
Mockingbird Ln

P-81C

P-81D



500 ft

Google Earth

© 2018 Google

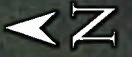


Legend

P-2222

.26 acres

P-2222



200 ft



Google Earth

© 2018 Google



**P-2173**

1.40 acres

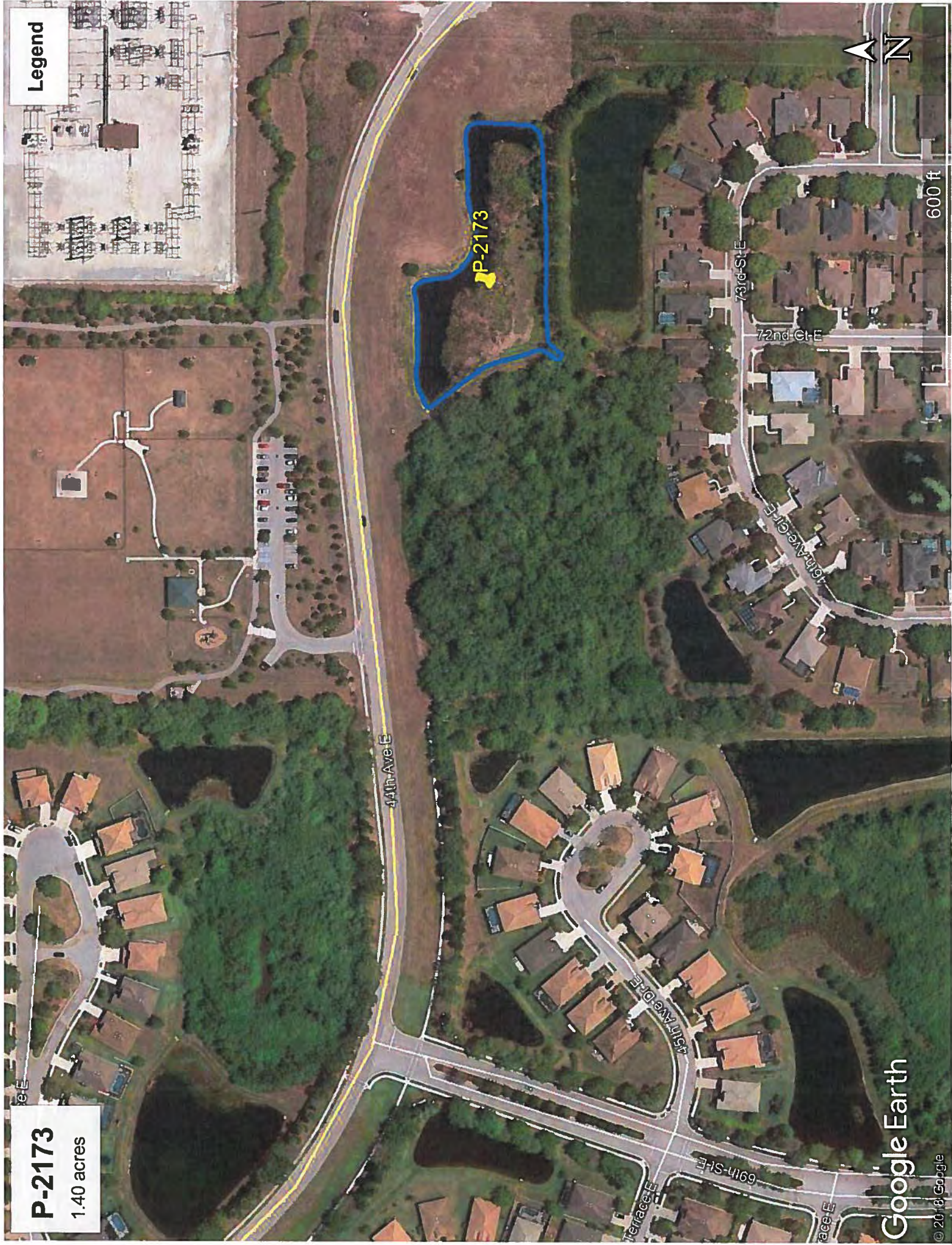
**Legend**

**P-2173**

Google Earth

© 2018 Google

600 ft





## P-57 A & B

P-57 A 1.38 acres

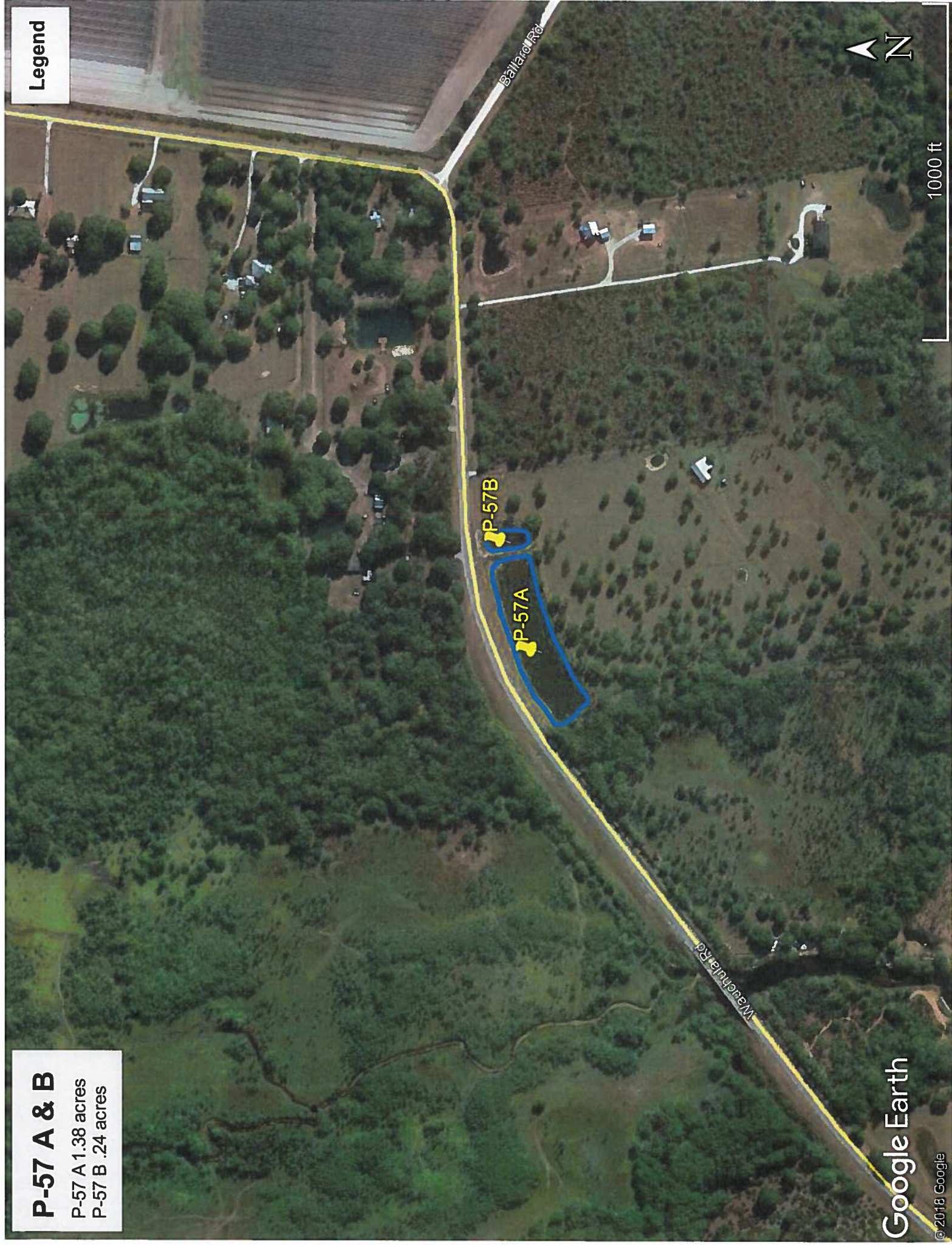
P-57 B .24 acres

## Legend

Google Earth

© 2018 Google

1000 ft





Legend

P-68

6.29 acres

Malachite Dr

Lakewood Ranch Blvd

Lost Creek Terrace

P-68

Google Earth

© 2018 Google

700 ft

N





## P-2308, 2309, 2310, 2311

P-2308 .19 acres  
P-2309 .10 acres  
P-2310 .59 acres  
P-2311 1.17 acres

## Legend





Legend

**P-2312**

P-2312 1.45 acres

**P-2312**

Google Earth

© 2018 Google

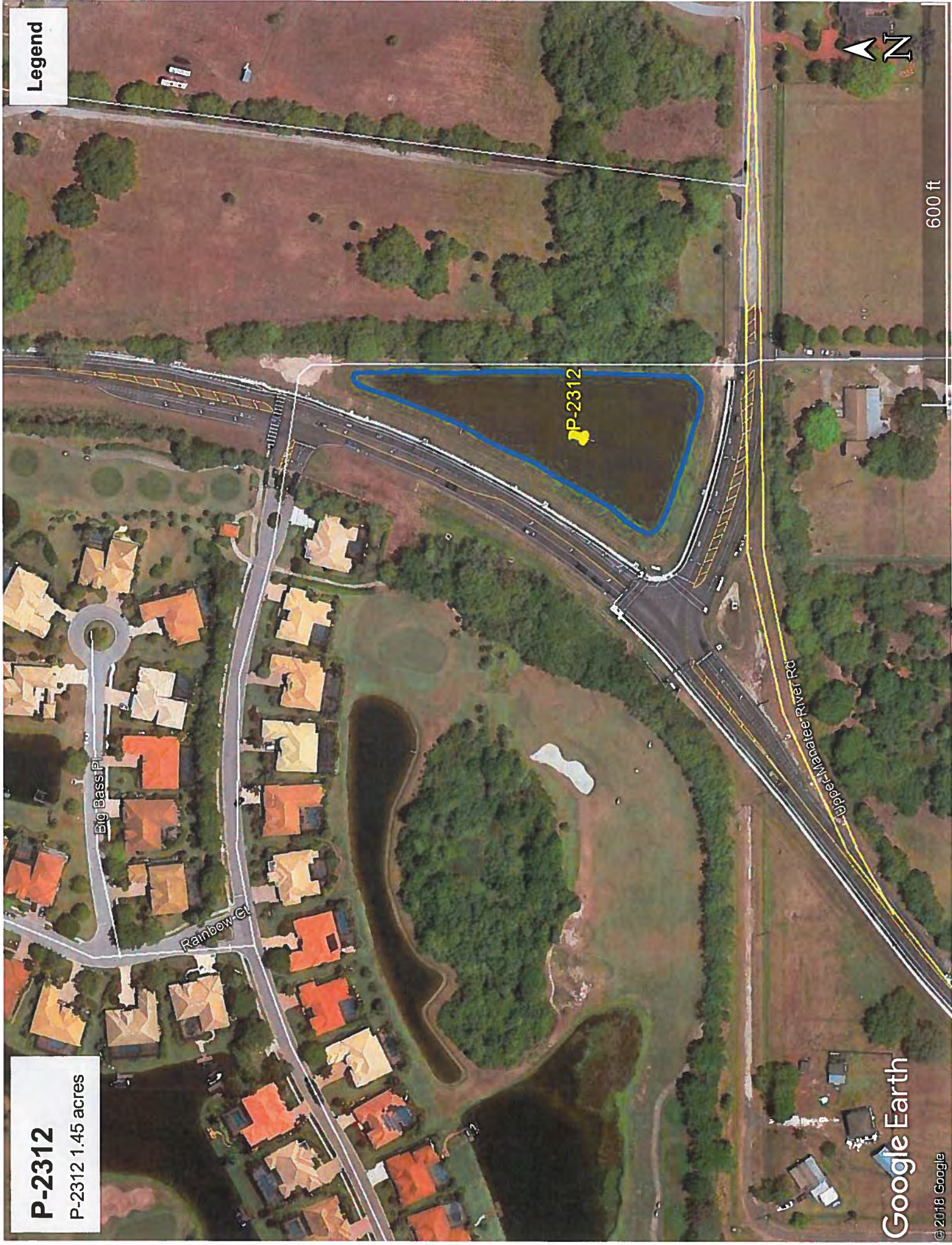
600 ft



Big Bass Pl

Rainbow Ct

Upper Manatee River Rd

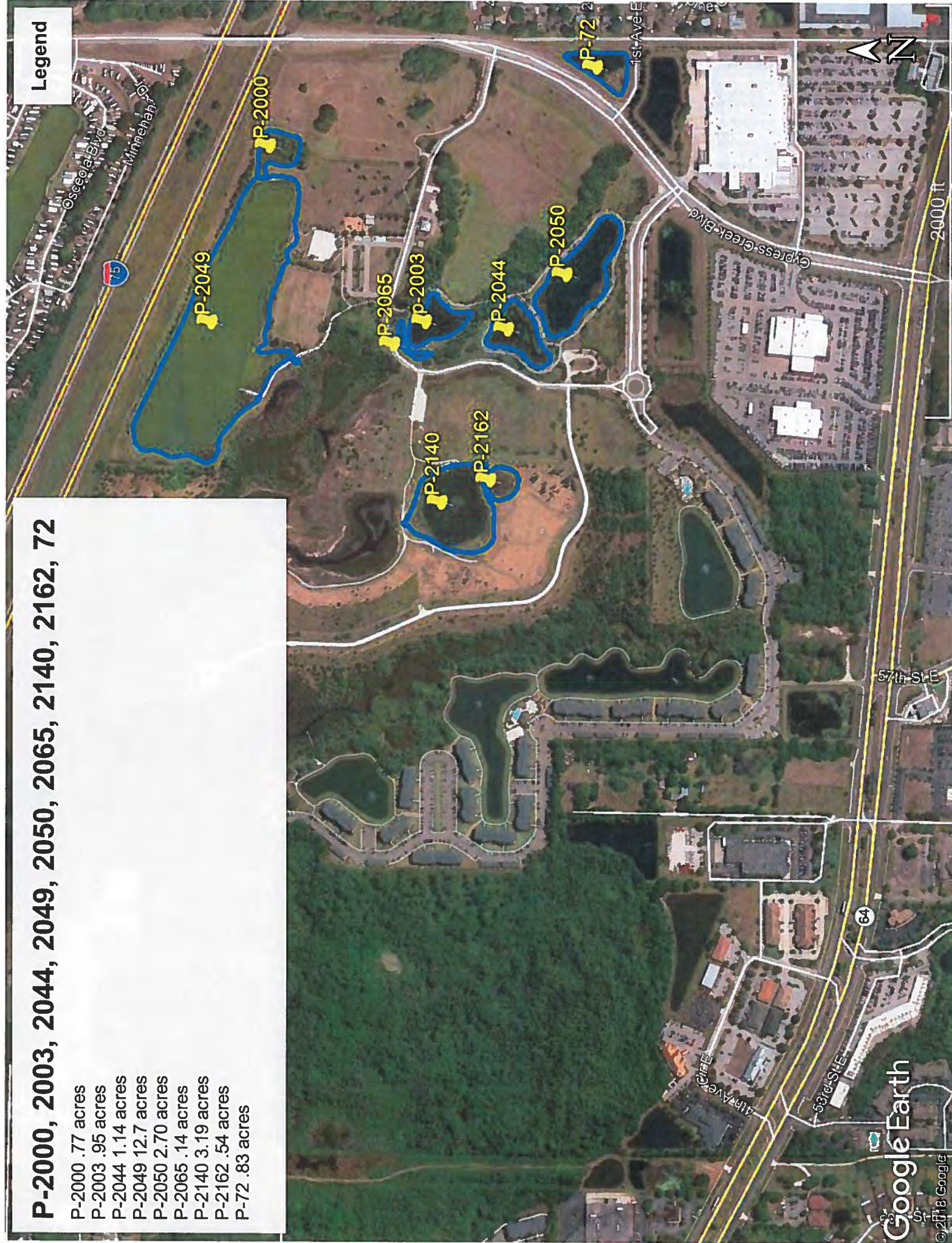




# P-2000, 2003, 2044, 2049, 2050, 2065, 2140, 2162, 72

P-2000 .77 acres  
P-2003 .95 acres  
P-2044 1.14 acres  
P-2049 12.7 acres  
P-2050 2.70 acres  
P-2065 .14 acres  
P-2140 3.19 acres  
P-2162 .54 acres  
P-72 .83 acres

## Legend





**P-2098**

32.5 acres

**Legend**

**P-2098**

Google Earth

© 2018 Google



1000 ft

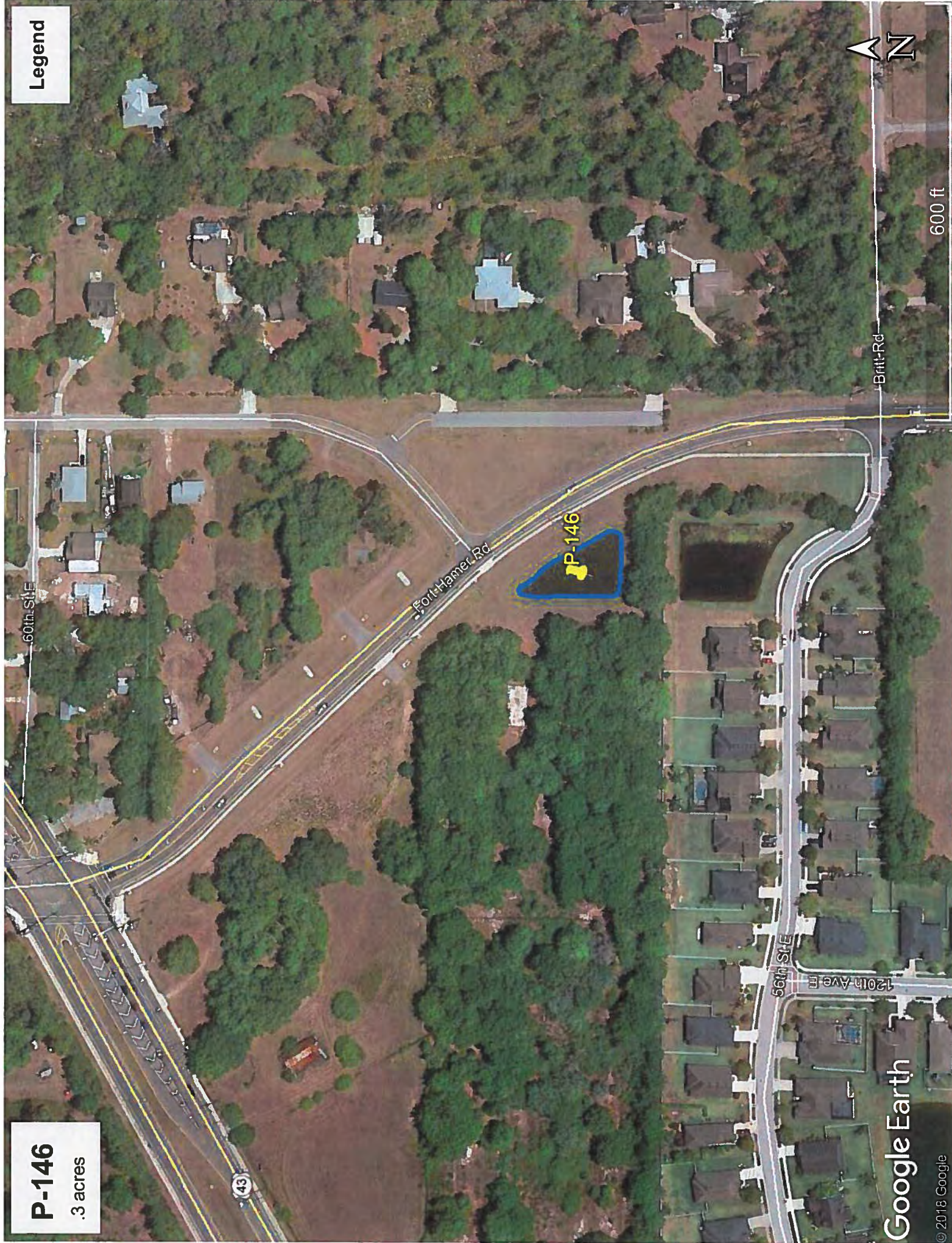




**P-146**

.3 acres

**Legend**





Legend

97th Ave E



200 ft

P-92

P-92  
.27 acres

30th CLE

Google Earth

© 2018 Google





**P-80**

.21 acres

**Legend**

P-80

Google Earth

© 2018 Google





## Legend

## Legend



## Legend

## Legend



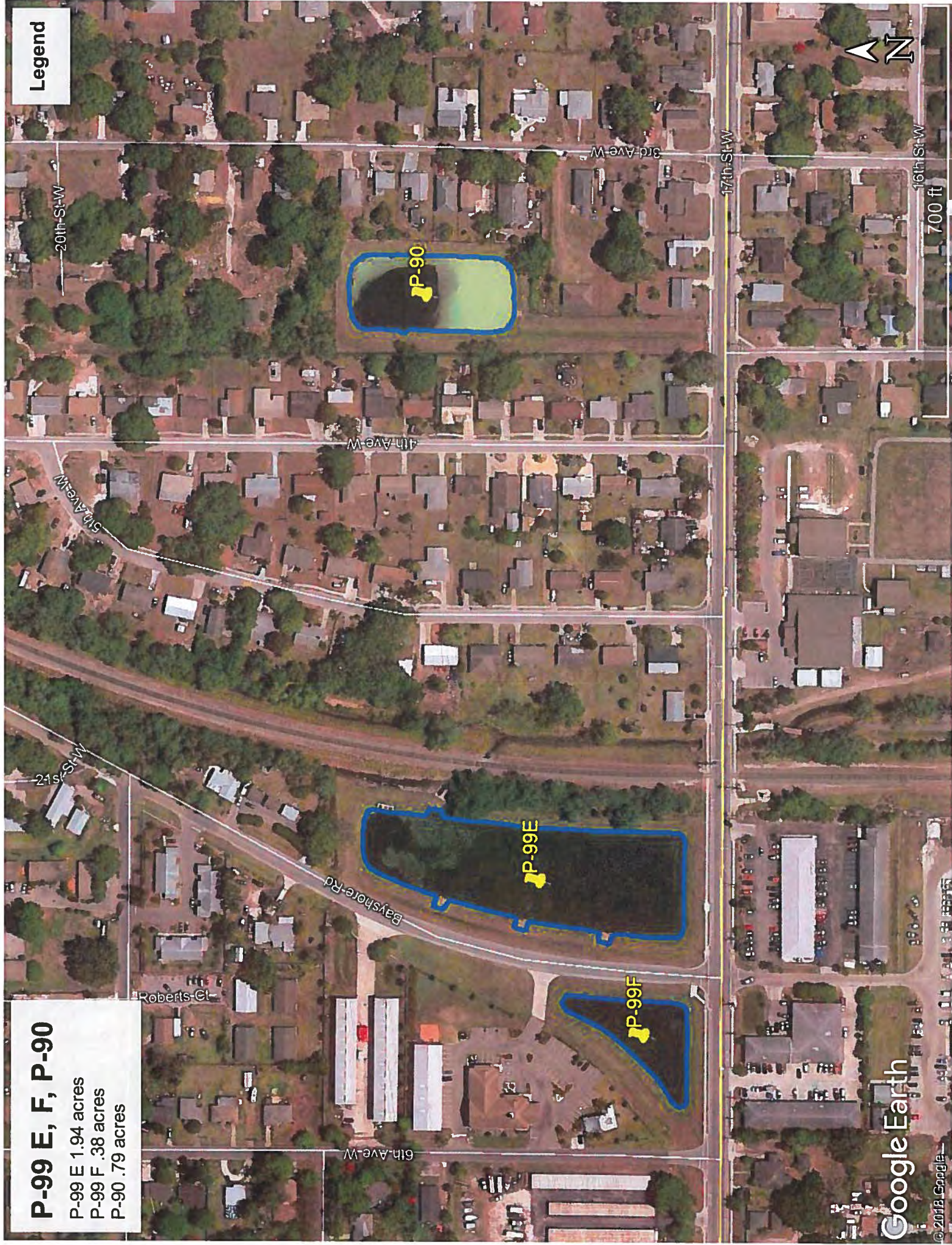
# P-99 E, F, P-90

P-99 E 1.94 acres

P-99 F .38 acres

P-90 .79 acres

## Legend





**P-14**  
45 acres

Legend



Google Earth

© 2018 Google





Legend



200 ft

4th Ave E

P-95

S Tamiami Trail

3rd Ave E

23rd St E

49th St E

2nd St E

P-95  
.05 acres

Google Earth

© 2018 Google





Legend

P-44  
.77 acres

13th Ave W

17th St W

14th Ave W

600 ft

Google Earth

© 2018 Google



# P-62 A, B, C, D, E, F

P-62 A .24 acres  
P-62 B .24 acres  
P-62 C .53 acres  
P-62 D .16 acres  
P-62 E .24 acres  
P-62 F .34 acres

## Legend

P-62F

P-62E

P-62D

P-62C

P-62B

P-62A

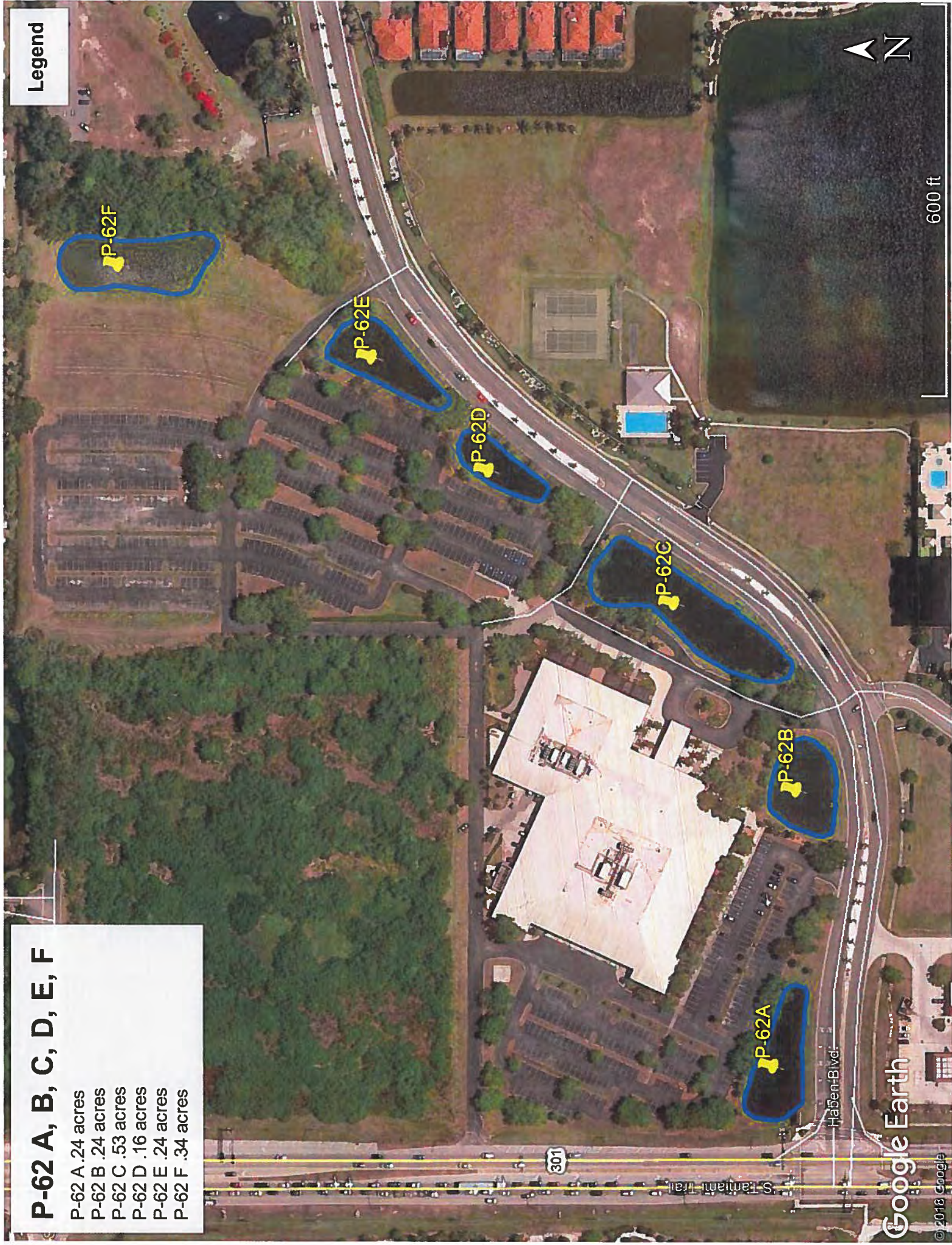
Ha5en Blvd

Google Earth

© 2018 Google

600 ft

N





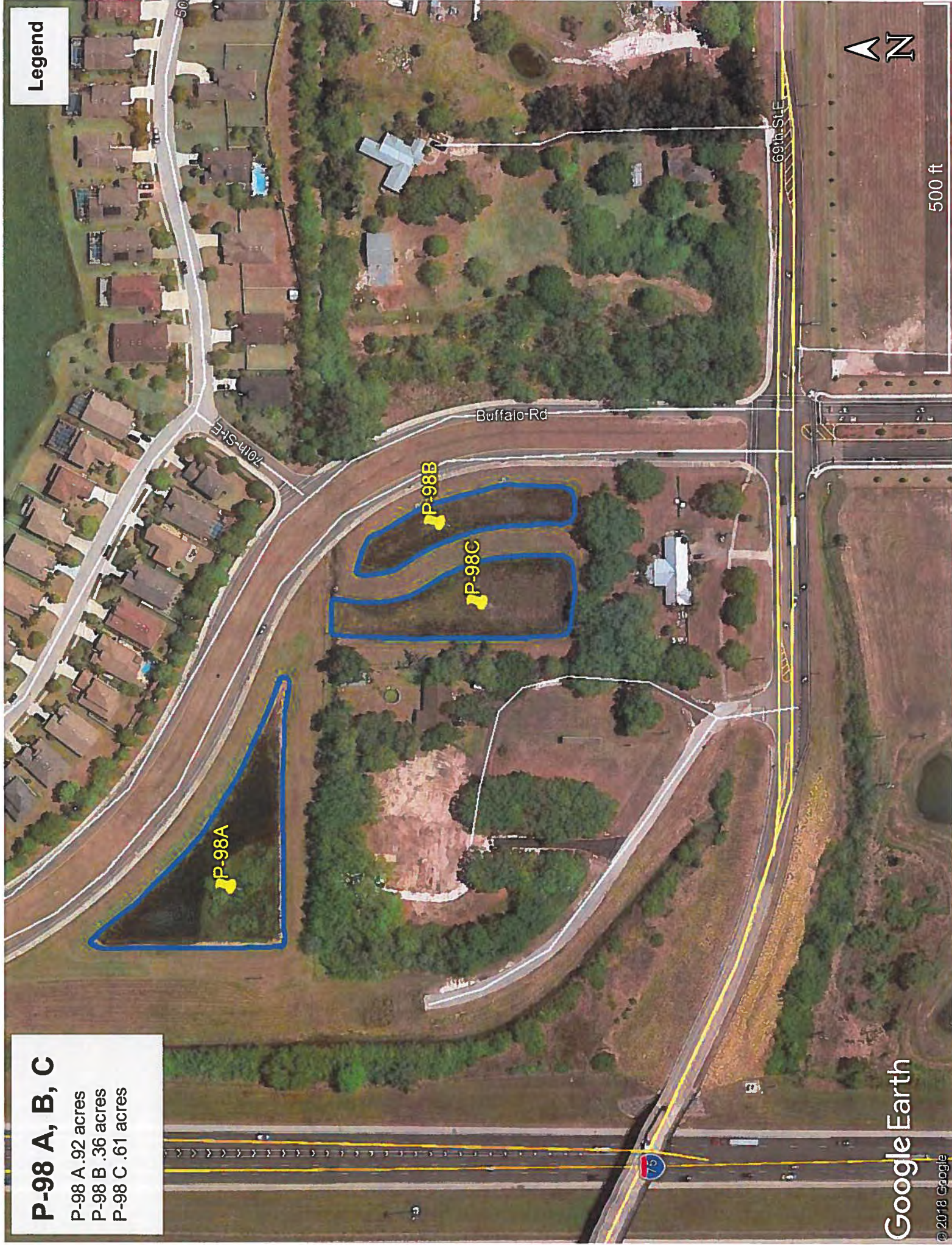
## P-98 A, B, C

P-98 A .92 acres

P-98 B .36 acres

P-98 C .61 acres

Legend



Google Earth

© 2018 Google



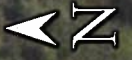
## P-61 A, B, C, D, E, F

P-61 A .26 acres  
P-61 B .33 acres  
P-61 C .11 acres  
P-61 D .1 acres  
P-61 E .23 acres  
P-61 F .82 acres

## Legend

Google Earth

© 2018 Google



1000 ft

P-61F  
P-61B  
P-61D  
P-61E

P-61A  
P-61C





**AGREEMENT No. 18-R069785AEJ**

**STORM WATER POND MAINTENANCE AT VARIOUS  
MANATEE COUNTY LOCATIONS**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[CONTRACTOR NAME]  
(CONTRACTOR)**



## **AGREEMENT FOR [TITLE]**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**COMPANY NAME**], a [<enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.], (“**CONTRACTOR**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

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

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

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

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

### **ARTICLE 1. SCOPE OF SERVICES**

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

### **ARTICLE 2. EXHIBITS INCORPORATED**

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

**Exhibit A** Scope of Services

**Exhibit B** Fee Rate Schedule

**Exhibit C** Affidavit of No Conflict

**Exhibit D** Insurance and Bond Requirements



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

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 10, but not to exceed [number years].
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods not to exceed a total of [number] years.

### **ARTICLE 4. COMPENSATION**

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

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and



Article 12 of this Agreement.

#### **ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified



persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.

- I. COUNTY may require in writing that CONTRACTOR remove from the project any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

#### **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

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

#### **ARTICLE 8. COUNTY'S PROJECT MANAGER**

The Project Manager, shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONTRACTOR.
- B. Providing CONTRACTOR written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.



- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONTRACTOR with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Work.

#### **ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT**

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

#### **ARTICLE 10. TERMINATION OF AGREEMENT**

##### **A. TERMINATION FOR CAUSE:**

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
  - b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
  - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of the Agreement. This liability includes any increased costs



incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - a. Stop work on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
  - d. Continue and complete all parts of that work that have not been terminated.

**B. TERMINATION WITHOUT CAUSE:**

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

**ARTICLE 11. TRANSITION SERVICES UPON TERMINATION**

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

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;



- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

#### **ARTICLE 12. DISPUTE RESOLUTION**

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

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

#### **ARTICLE 13. COMPLIANCE WITH LAWS**

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

#### **ARTICLE 14. NON-DISCRIMINATION**

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

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

#### **ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by



COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

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

#### **ARTICLE 16. PUBLIC RECORDS**

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

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



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

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

**Phone: 941.742.5845**

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

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

**ARTICLE 17. INDEMNIFICATION**

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

**ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY**

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



## **ARTICLE 19. INSURANCE**

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

## **ARTICLE 20. LEGAL SERVICES**

If notified in writing by the Office of the County Attorney, CONTRACTOR agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY'S position in court.
- D. Compensation for litigation services shall not exceed CONTRACTOR'S Fee Rate Schedule



specified in **Exhibit B**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

- E. CONTRACTOR'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONTRACTOR shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

#### **ARTICLE 21. SOLICITATION OF AGREEMENT**

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

#### **ARTICLE 22. ASSIGNMENT AND SUBCONTRACTING**

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

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

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

#### **ARTICLE 23. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONTRACTOR warrants that it has not employed or retained any company or person other than



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

#### **ARTICLE 24. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONTRACTOR:

[Enter Name, Title]

CONTRACTOR shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONTRACTOR shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

#### **ARTICLE 25. SUB-CONTRACTORS**

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the sub-contractor fees specified in **Exhibit B**. CONTRACTOR shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

#### **ARTICLE 26. LIABILITY FOR NEGLIGENCE.**

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

#### **ARTICLE 27. NOTICES**

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

To COUNTY:                   Manatee County Government  
                                      [Division/Department]  
                                      Attn: [Name]



[Address]  
[City/State/Zip]  
Phone: (941) [number]  
Email: [email]

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

#### **ARTICLE 28. RELATIONSHIP OF PARTIES**

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

#### **ARTICLE 29. NO CONFLICT**

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

#### **ARTICLE 30. ETHICAL CONSIDERATIONS**

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

#### **ARTICLE 31. PUBLIC ENTITY CRIMES**

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



## **ARTICLE 32. TAXES**

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

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

## **ARTICLE 33. FORCE MAJEURE**

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

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

## **ARTICLE 34. GOVERNING LAW, JURISDICTION AND VENUE**

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

## **ARTICLE 35. ATTORNEY FEES**

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

## **ARTICLE 36. PATENT AND COPYRIGHT RESPONSIBILITY**

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



### **ARTICLE 37. AMENDMENTS**

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

### **ARTICLE 38. SEVERABILITY**

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

### **ARTICLE 39. LEGAL REFERENCES**

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

### **ARTICLE 40. HEADINGS, CONSTRUCTION**

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

### **ARTICLE 41. TIME**

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

### **ARTICLE 42. AUTHORITY TO EXECUTE**

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

[Remainder of page intentionally left blank]



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

**[COMPANY NAME]**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title of Above Signer

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

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

By: \_\_\_\_\_

Theresa Webb, M.A., CPPO, CPPB, CPSM,  
C.P.M., Procurement Official.

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



**EXHIBIT A**  
**SCOPE OF SERVICES**

SAMPLE



**EXHIBIT B**  
**FEE RATE SCHEDULE**

SAMPLE



**EXHIBIT C**  
**AFFIDAVIT OF NO CONFLICT**

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

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

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

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Commission No. \_\_\_\_\_



**EXHIBIT D**  
**INSURANCE AND BOND REQUIREMENTS**

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

<b><u>STANDARD INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
<b>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</b>	<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 and \$ <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>
<b>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</b>  <i>(Per Occurrence form only; claims-made form is not acceptable)</i>	<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>• \$ <u>1,000,000</u> Personal and Advertising Injury Liability</li> <li>• \$ <u>50,000</u> 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>• \$ _____ 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>
<b>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</b>	<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> <li>• </li> </ul>
<b>4. <input checked="" type="checkbox"/> Worker's</b>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all</li> </ul>



<p><b>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>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> <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 \$100,000 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 checked="" type="checkbox"/> <b>Professional Liability and/or Errors and Omissions</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>



<b>(E&amp;O) Liability Insurances</b>	<ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ <u>2,000,000</u> General Aggregate</li> </ul>
<b>9. <input type="checkbox"/> Builder's Risk Insurance</b>	<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>
<b>10. <input type="checkbox"/> Cyber Liability Insurance</b>	<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>
<b>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</b>	<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 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></li> </ul>



	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <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, CONTRACTOR 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>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</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><b>15. <input type="checkbox"/> 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 CONTRACTOR'S care, custody and control.</li> </ul>
<p><b>16. <input type="checkbox"/> 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><b>17. <input type="checkbox"/> Other [Specify]</b></p>	

<p align="center"><b><u>BOND REQUIREMENTS</u></b></p>	
<p><b>1. <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>2. <input type="checkbox"/> <b>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: \_\_\_\_\_

SAMPLE



## **INSURANCE REQUIREMENTS**

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

#### **Commercial General Liability and Automobile Liability Coverages**

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

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

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

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

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

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.



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

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

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
  - f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.



V. 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.

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.

## **VII. BONDING REQUIREMENTS**

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

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

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

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

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



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

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

[Remainder of page intentionally left blank]



### CONTRACTOR'S INSURANCE STATEMENT

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

CONTRACTOR

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

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

Print Name: \_\_\_\_\_

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

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

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

*Please return this completed and signed statement with your agreement.*