

ITQ No.
20-R073120GE
LIMESTONE BOULDER ARTIFICIAL REEF FOR
THE BORDEN SITE (959-64)
DECEMBER 3, 2019

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



**NOTICE TO BIDDERS ITQ NO. 20-R073120GE
LIMESTONE BOULDER ARTIFICIAL REEF FOR THE BORDEN SITE**

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 a limestone bolder artificial reef, 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 **January 7, 2020 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:

No Solicitation Information Conference will be conducted for this solicitation.

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 December 17, 2019. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT:

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

AUTHORIZED FOR RELEASE:

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Exhibits

1	Scope/Specifications
2	Minimum Qualifications
3	Sample Agreement
4	Quote Form

INVITATION TO QUOTE, NUMBER: 20-R073120GE

1.0 Background and Contact Information

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for Limestone Boulder Artificial Reef for the Borden Site. 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

In 2015, the Manatee County Parks and Natural Resources Department received State and Federal permits to create the Larry Borden artificial reef, a 40-acre site located 7 nautical miles due west of Longboat Pass in 35-40 feet of water. This project is funded by an FWC Grant. This grant will support the supply, transport and deployment of limestone boulder material to the permitted Borden Reef site.

1.02 Contact Information

The County representative regarding this ITQ is:

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

2.0 Due Diligence

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

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Exhibit 2 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 Exhibit 2 that confirms it meets the Minimum Qualification Requirements as stated in Exhibit 2.

3.0 Scope

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Limestone Boulder Artificial Reef for the Borden Site that meets the requirements of the County and as specified in Exhibit 1, Scope/Specifications.

4.0 ITQ Schedule

Scheduled Item	Scheduled Date
There is no Information Conference scheduled for this solicitation	
Question deadline	17, December, 2019
Final Addendum issued	19, December, 2019
Quote Deadline	7, January, 2020, by 3:00 p.m., ET
Award recommendation	January, 2020

5.0 Quote and Submission Process

5.01 Quote

Complete the Quote form that details all costs associated with providing a limestone boulder artificial reef as specified herein.

5.02 Submission Process

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at george.earnest@mymanatee.org or deliver to 1112 Manatee Ave. West, Bradenton, FL 34205, Suite 803.

6.0 Term

6.01 Term

This project must be complete to the satisfaction of the County by August 1, 2020.

6.02 Terms and Conditions

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

6.03 Payment and Invoices

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

6.04 Taxes

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

7.0 Quote Requirements

7.01 ITQ Process

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

7.02 Rejection of Quotes

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

7.03 Cost of Preparation

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

7.04 Questions and Addenda

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

7.05 Additional Information and Presentations

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

7.06 Government Entities

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

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

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

Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

7.07 Basis of Award

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

7.08 Tie Bids

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

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

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

8.0 ITQ General Terms and Conditions

8.01 Binding Offer

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

8.02 Insurance Requirements

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

8.03 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Quote on a contract to provide any goods or services to a

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

8.04 Drug-Free Workplace Program Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program, as detailed in Section 7.08. 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)

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.

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 an 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.

8.12 eVerify

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

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

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

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

8.13 Lobbying

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

8.14 License and Permits

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

8.15 Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

8.16 Minority and/or Disadvantaged Business Enterprise

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd or by calling (850) 487-0915.

8.17 Quantities

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

8.18 ePayables

The County offers an 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

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages and bonds 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, all required bonds, as designated with an "X"

and proof the insurances designated with an "X", in the following minimum amounts of insurance, on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

Other Insurances

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

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

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

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

Builder’s Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

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

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

Bailee’s Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

9.01 REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the

notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

9.02 INSURANCE REQUIREMENTS

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

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 SUPPLIER for the COUNTY.

3. 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, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:
Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969

Bradenton, FL 34205

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

9.04 BONDING REQUIREMENTS

Bid Bond/Certified Check.

By submitting a proposal, the SUPPLIER 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 SUPPLIER 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 SUPPLIER further agrees that in case the SUPPLIER 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 SUPPLIER, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds.

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

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

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

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

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EXHIBIT 1, SCOPE OF WORK / SPECIFICATION

**EXHIBIT 1, SCOPE OF WORK
ITQ NUMBER 20-R073120GE**

1.01 BACKGROUND INFORMATION

In 2015, the Manatee County Parks and Natural Resources Department received State and Federal permits to create the Larry Borden artificial reef, a 40-acre site located 7 nautical miles due west of Longboat Pass in 35-40 feet of water.

In August 2017, the Parks and Natural Resources Department conducted an initial artificial reef construction project at the reef. The project placed approximately 1,500 tons of large limestone boulders at two locations within the permitted area.

One year later in July 2018, the Parks and Natural Resources Department conducted a second artificial reef deployment at the Borden artificial reef. The 2018 reef project, placed 575 tons of large limestone boulders at a single location within the permitted area.

This is the third Fish and Wildlife Conservation Commission (FWCC) grant awarded to Manatee County, Parks and Natural Resources for the Fiscal Year 2019-2020. This grant award funds the supply, transport and deployment of limestone boulder material to the permitted Borden Reef site. Manatee County has no budget for artificial reef deployments. These projects are funded completely by grants and donations.

1.02 SCOPE

The successful Bidder (herein referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide, transport and deploy limestone boulders (Material) for the Borden Reef deployment that will meet the requirements of this solicitation.

1.03 GENERAL REQUIREMENTS

The Contractor shall:

- A. Supply and deploy Material, each weighing a minimum of 500 pounds and measuring between three to six feet in diameter, at a specified point within the boundary of Manatee County's permitted Borden Artificial Reef (Reef) site as follows:

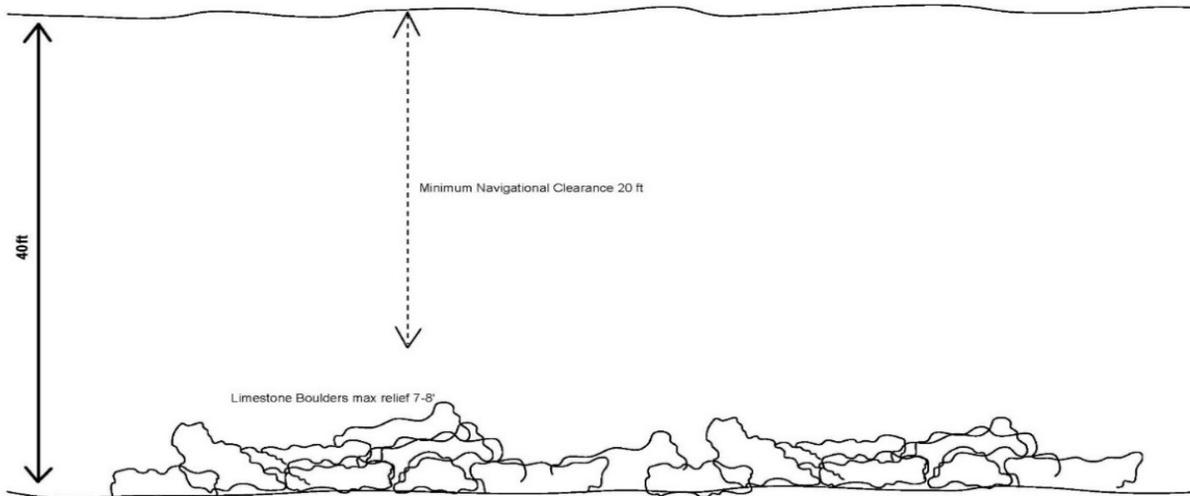
Permitted Reef Site (Permit SAJ-2015-03191(SP-JLC) and ERP_41-0039390-001)

Point ID	Latitude	Longitude
NW	N27 24.570	W82 47.953
NE	N27 24.570	W82 47.733
SW	N27 24.374	W82 47.953
SE	N27 24.374	W82 47.733

- B. Attend a mandatory pre-deployment meeting with County staff to coordinate and determine deployment methodology/strategy.
- C. Utilize GPS locations provided by County staff.
- D. Load Materials in such a way as to minimize breakage and maintain the minimum weight and size requirement of the individual boulders.
- E. Ensure that any machinery used to move and deploy the Material is rated by the manufacturer to, and has the power and maneuverability to, perform the work.
- F. Ensure the machinery is operated per the manufacturers operating instructions and to off-load the Materials from the barge without causing harm or damage to persons or property.
- G. Ensure that any machinery used to move and deploy the Material limits the transport of excess dirt with the limestone to the deployment site.
- H. Ensure that dirt and fine sediment are not be deployed into the water during the deployment of Materials.
- I. Ensure that the tug and transport vessel meet all U.S. Coast Guard certification and safety requirements, is equipped with a working, accurate global positioning system (GPS) unit and other marine electronics including a working VHF radio.
- J. Ensure Material loaded onto the transporting vessel is secured in compliance with Coast Guard standards to allow for safe transport to the reef deployment site.
- K. Ensure that during deployment of the Materials the transport vessel is moored through double anchoring, spudded down, or otherwise held securely in place with minimum movement. No placement of any material shall take place until the transport vessel has been stabilized in the designated position and has been authorized by onsite County staff.
- L. Utilize a mooring line and marker buoy which will allow the deployment vessel to be anchored in the same location upon return if the deployment is designated at a single location and exceeds one day.
- M. Ensure that Materials will not be deployed on weekends or holidays and only take place during daylight hours from dawn to dusk.
- N. Ensure all Materials are deployed in accordance with permit conditions.
- O. Ensure all Materials are deployed inside the permit boundary.
- P. Ensure all Materials are concentrated within the specific placement points and that the Material relief does not exceed a vertical profile of 12 feet and retains a 20-foot vertical clearance from the top of the Material to mean lower low water (see Figure 1),

- Q. Ensure that limestone or any other type of material rubble/debris resulting from chipping or breaking is not be deployed and remains onboard the vessel until returning to the dock.

Figure 1
Open Reef Materials & Water Column to Scale



- R. Allow deployment to be stopped periodically for inspection of Material by Humminbird Side Scan Sonar and/or scuba divers.
- S. Remove any floating debris that might occur during deployment.
- T. At its expense, repair or replace to the original condition any damage to public or private property resulting from Contractor's operations including, but not limited to, seawalls, utilities, and fencing.

1.04 SERVICE REQUIREMENTS

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

- A. Upon request by the County, allowing a Material inspection at the quarry by County staff prior to transport to the staging area.
- B. Upon request by the County and the U.S. Army Corp of Engineers, allowing a Material pre-deployment inspection.
- C. Abiding by all conditions set forth by the FWCC Grant Agreement, Number 19042, including insurance and record keeping requirements.
- D. Ensuring that before final acceptance by the County, that all areas occupied by, or in connection with, the work are cleaned of all rubbish, excess materials and equipment, and left in a condition that meets the requirements in this Scope of Work.

1.05 EXPECTED OUTCOMES OR DELIVERABLES

Contractor shall:

- A. Ensure that placement of all material on the Reef site is completed before August 1, 2020,
- B. Confirm the tonnage of the material deployed either by weigh tickets or documented barge displacement calculations.
- C. Provide photo documentation to the County of the loaded barge at the loading area.
- D. Provide written notification of the planned deployment start date to the County three weeks prior to the planned deployment start date.

1.06 COUNTY RESPONSIBILITIES

- A. Schedule and attend a mandatory pre-deployment meeting with the Contractor.
- B. Provide deployment location coordinates.
- C. The County will provide to the U.S. Army Corps of Engineers (Corps), National Oceanic and Atmospheric Administration (NOAA), and U.S. Coast Guard (USCG) written notification of the planned deployment start date at least two weeks prior to the initial deployment to the authorized Reef site.

1.07 ACCESSIBILITY

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

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

END OF EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

**EXHIBIT 2, MINIMUM QUALIFICATIONS
ITQ NUMBER 20-R073120GE**

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, or subcontract with a holder of, a current, valid Commercial Vessel Captain's License issued by the U.S. Coast Guard.

Provide a copy of Bidder's Commercial Vessel Captain's license issued by the U.S. Coast Guard.

3. Bidder must possess, or subcontract with a firm that possesses, a tugboat and transport vessel that meets all U.S. Coast Guard certification

Provide certification documentation from the U.S. Coast Guard for the tugboat and the transport vessel that Bidder proposes to use for the provision of services.

4. The Bidder has provided artificial reef installation for at least three (3) clients since November 2016 each of which included all of the following components: provide and install an artificial reef in an offshore situation.

Provide the following information for the <number> 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 C – Public Contracting and Environmental Crimes Certification and submit with its Quote attesting that it has not been convicted of a public entity crime or environmental law in the past five years. The County will verify.

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

No documentation is required. The County will verify

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

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

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

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

END OF EXHIBIT 2



SAMPLE

AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[CONTRACTOR NAME]
(CONTRACTOR)**

AGREEMENT FOR [TITLE]

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

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

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

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

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

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. “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 ing 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

**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 Procurement 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. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 [type of services] services.

ARTICLE 36. 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 37. 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 38. 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 39. 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 40. 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 41. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

SAMPLE

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

[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: _____

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B
FEE RATE SCHEDULE

1. FEES

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

2. ESCALATION/DE-ESCALATION

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

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____ of _____, 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):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ <u>1,000,000</u> Personal and Advertising Injury Liability • \$ <u>50,000</u> Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit •
<p>4. <input checked="" type="checkbox"/> Worker's</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all

<p>Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</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"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <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><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</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"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</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"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions</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>

<p>(E&O) Liability Insurances</p>	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
<p>9. <input type="checkbox"/> Builder's Risk Insurance</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"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</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"> • \$ _____ Security Breach Liability • \$ _____ Security Breach Expense Each Occurrence • \$ _____ Security Breach Expense Aggregate • \$ _____ Replacement or Restoration of Electronic Data • \$ _____ Extortion Threats • \$ _____ Business Income and Extra Expense • \$ _____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</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 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"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> 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. <p><input type="checkbox"/> Disposal</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"> 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. 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.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</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"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</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"> <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper’s Liability Insurance</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"> Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</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"> • Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</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"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$10,000 Medical Expense, and • \$ _____ Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

<u>BOND REQUIREMENTS</u>	
<p>1. <input type="checkbox"/> Bid Bond</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"/> Payment and Performance Bond</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]

SAMPLE

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.

SAMPLE

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AGREEMENT NO. 19042

CFDA Title(s): Federal Aid in Sportfish Restoration	CFDA No(s): 15.605
Name of Federal Agency(s): U.S. Fish and Wildlife Service	
Federal Award No(s): FL-F-F19AF01071	Federal Award Year(s): 2019-2020
Federal Award Name(s): Marine Artificial Reef Planning, Development, Administration, and Assessment in Florida	
CSFA Title(s): Florida Artificial Reef Program	CSFA No(s): n/a
State Award No(s): FWC-19042	State Award Year(s): n/a
State Award Name(s): Manatee County Artificial Reef Construction 2019-20	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and Manatee County, FEID # 59-6000727, whose address is 1112 Manatee Avenue West, P.O. Box 1000, Bradenton, FL 34206, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to construct marine artificial reef complex by deploying at least 350 tons of limestone boulders within an authorized permitted area; and,

WHEREAS, Grantee has been awarded Manatee County/ FWC-19042; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through **08/31/2020**. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **\$60,000.00**.

B. Payments. The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

- A. Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

- A. Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:

Grant Manager
Christine Kittle
 Fisheries Biologist IV
 Division of Marine Fisheries Management
 2590 Executive Center Circle East Suite 203
 Tallahassee, FL 32301
 Phone: (850) 617-9628
 Fax: (850) 487- 4847
 Christine.kittle@myfwc.com

FOR THE GRANTEE:

Grant Manager
Charlie Hunsicker
 Director
 Parks & Natural Resources Department
 5520 33rd Avenue Drive West
 Bradenton, FL 34209
 Phone: (941) 748-4501
 Fax: n/a
 Charlie.hunsicker@mymanatee.org

11. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

- E. Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

- A. Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.”
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee’s or subcontractor’s employees whose qualifications or performance, in the Commission’s judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors. Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, 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 Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Vendors on Scrutinized Companies List.

- i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. Discriminatory Vendors. Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.” Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings. Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

- A.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- B.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

- i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission 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, F.S. or as otherwise provided by law.
- iv. 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 Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. This Agreement relies on federal funds, therefore, the following terms and conditions apply:

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.”** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
- i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
 - ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

B. Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Procurement of Recycled Products or Materials. Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping. If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- C. Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

- E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

BY: ITS BOARD OF COUNTY COMMISSIONERS



By: [Signature]
CHAIRPERSON

[Signature]
SIGNATURE

Name: JAN S ELMOR

Date: October 22nd 2019

Title: Section Leader

Date: 10/29/19

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

Approved as to form and legality by FWC Attorney:

BY: [Signature]
DEPUTY CLERK

[Signature]
SIGNATURE

Attachments in this Agreement include the following:

- Attachment A Scope of Work
- Attachment B Requirements of the Federal and Florida Single Audit Acts
- Attachment C Federal Aid Compliance Requirements
- Attachment D Cost Reimbursement Contract Payment Requirements
- Attachment E Certification Regarding Debarment/Suspension for Subcontracts
- Attachment F Certification of Completion

Attachment A – SCOPE OF WORK

Project Name:	Manatee County Artificial Reef Construction 2019-2020	FWC Agreement No.	19042
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef by deploying at least 350 tons of limestone boulders in at least one patch reef within the Borden Artificial Reef permitted area. Each patch reef will consist of artificial reef materials placed as a continuous pile at a designated location within the boundaries of the Borden permitted area (SAJ- 2015- 03191) at a depth range of 35-40 ft.

The artificial reef construction activity to be funded consists of the following elements:

MATERIALS

1. Artificial reef materials must consist of a total of at least 350 tons of clean limestone boulders deemed acceptable to the **COMMISSION**. All artificial reef materials shall be clean and free from loose dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.
2. Individual artificial reef materials shall weigh a minimum of 500 lbs. and measure a minimum three feet in diameter. The **GRANTEE** shall evaluate the structural integrity of each limestone boulder proposed for use, and shall eliminate from artificial reef material consideration all fragile or soft boulders that would be prone to break apart into pieces less than 500 pounds in weight during the handling and transport process.
3. The **GRANTEE** upon request agrees to provide to the **COMMISSION's** Contract Manager an updated inventory report that accurately describes the staging area materials recommended for artificial reef utilization. The inventory report will include a brief narrative of the material stockpile, pictures, and estimated weight of individual reef material
4. Reimbursement for loading, transporting and deploying the materials will be based on cost per unit basis. Materials that are not placed within the boundaries of the permitted will not be reimbursed.
5. For each barge load of artificial reef materials, the **GRANTEE** shall inventory all of the artificial reef materials, calculate the tonnage (either using before and after barge draft calculations, trucking receipts, or the known weights of individual boulders), and take a representative photograph of the artificial reef material on the barge or other deployment vessel immediately prior to deployment.
6. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

LOADING AND TRANSPORTATION

7. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation

Attachment A – SCOPE OF WORK

Project Name:	Manatee County Artificial Reef Construction 2019-2020	FWC Agreement No.	19042
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shall be provided by a sufficiently powered transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

8. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, F.S. The form is available on the **COMMISSION's** website: <http://www.myfwc.com/artificialreefs>.

DEPLOYMENT AND MATERIALS PLACEMENT

9. During the deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the limestone boulder patch reef on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered.
10. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **GRANTEE** observer on site.
11. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **COMMISSION's** observer, the **GRANTEE's** observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.
12. At least 350 tons of artificial reef materials under this Agreement will be deployed to create at least one patch reef located at 27° 24.4988' N, 82 47.8579' W and within the permitted area as specified in the deployment plan.
13. The minimum vertical clearance of 20 ft. shall be maintained above the highest point of the reef material with a maximum material height of 12 ft. in the Borden Reef permitted site (in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-2015-03191 (SP-JLC).
14. The **GRANTEE's** Contract Manager or **GRANTEE's** designated official observer shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement of the artificial reef materials. The marker(s) shall be buoys of sufficient size and color to

Attachment A – SCOPE OF WORK

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be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The **COMMISSION** will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time are important to ensure the reef is constructed within the permitted area.

15. The **GRANTEE's** Project Manager or **GRANTEE's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
16. Both the **GRANTEE** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **GRANTEE's** observer and the subcontractor when on site. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **GRANTEE** shall be responsible for ensuring that all permit condition terms are complied with.
17. Both the **GRANTEE** and its subcontractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The **GRANTEE** shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

18. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than \$5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the definition of 'engineering services' and complete list of eligible materials and activities.
19. If the **GRANTEE** chooses to conduct a pre-deployment and/or post-deployment SCUBA assessment at the deployment location(s) (post deployment assessment is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed within the current grant period and the following items, at a minimum, must be included:
 - a. *Methods*: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
 - b. *Conditions*: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
 - c. *Chronology*: dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched;

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- d. *Coordinates:* Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?
- e. *Physical observations:* Describe the number and size of material observed. What is the proximity of limestone boulders piles to each other? What percent material was damaged or partially damaged? What is the maximum and minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?
- f. *Footprint area:* Measure the approximate total area covered by each patch reef through standard in situ survey practices.
- g. *Biological observations:* Describe any fish observed, or other general biological observations.
- h. *Video and photographs:* Provide representative still and/or video footage of each deployment location (digital format preferred when available).

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

- 20. Upon initiation of the handling and movement of these artificial reef materials by the **GRANTEE's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

B. BACKGROUND

Chapter 379.249 F.S. creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 F.A.C defines the procedures for submitting an application for financial assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef construction project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, F.A.C.

C. SUPPORT OF COMMISSION MISSION

Construction of this artificial reef will augment marine hard bottom habitat with well-planned stable and durable artificial reefs for purposes of providing near shore reef fish habitat, offshore recreational fishing and diving opportunities, reduced pressure on natural reef and hard bottom

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sites, and reduced user conflicts by providing additional recreational fishing and diving site locations off of Florida’s coastal waters. The proposed artificial reefs will make fisheries resources available for the long term benefit of local Florida residents and visitors.

D. DEFINITIONS

The terms and abbreviations used herein shall have the meanings as defined below.

- i. “Artificial reef” means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida’s managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- ii. “Permitted area” means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.
- iii. “Staging area” means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.

2. DELIVERABLES

A. Deliverable #1 (Artificial Reef Construction)

Construction of a marine artificial reef by deploying at least 350 tons of limestone boulders in at least one patch reef within the designated authorized permitted area.

i. Minimum Level of Performance

The artificial reef must be deployed within the boundaries of the permitted area and in compliance with all the applicable permits and authorizations associated with the permitted area. At a minimum, a total of at least 350 tons of clean limestone boulders artificial reef material must be deployed in accordance with the specifications in this Agreement.

ii. Documentation / Criteria Used as Evidence of Performance

- 1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at <http://www.myfwc.com/artificialreefs>. The Materials Placement Report must have a certification signature and reflect an accurate material tonnage for the

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reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of limestone boulders cannot be obtained or are not known, barge displacement measurements are required. The **GRANTEE's** Project Manager or **GRANTEE's** designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **GRANTEE's** Project Manager or **GRANTEE's** designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.

2. A final written field assessment providing the designated observer's narrative, for each day of the reef deployment operations, is required prior to reimbursement. The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field assessment should include photos of the material and loaded barge prior to each deployment and, if available, underwater photographs and video footage (surface and/or underwater).

iii. Timeline for Completion

All artificial reef construction must be completed by August 1, 2020. A one-time short term time extension of up to thirty (30) days (through the Agreement end date of August 31, 2020) may be authorized in writing by the **COMMISSION's** Contract Manager under the following conditions: a) documented hazardous weather and sea conditions do not allow for the safe deployment of reef materials offshore or, b) unanticipated documented equipment malfunction on the transport vessel or accompanying tug or at the shore-side loading area results in an unexpected short term delay. The **COMMISSION** reserves the right to deny any time extension request if sufficient progress has not been accomplished. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged. All request for bid packages from the **GRANTEE** to subcontractors must include language that specifies a completion date that ensures all materials will be in the water by August 1, 2020. Subcontracts with completion dates even earlier than August 1, 2020 to provide an additional buffer are strongly encouraged.

3. FINANCIAL CONSEQUENCES

- A. If the **GRANTEE** fails to complete construction within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment.

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- B. The **GRANTEE** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

4. PERFORMANCE

- A. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 60 day intervals beginning from the date of execution of this agreement.
- B. The **GRANTEE** agrees to provide the **COMMISSION** with a minimum of five (5) days notice and continuous notification as each deployment date approaches for any artificial reef construction that occurs as a result of this Agreement.
- C. The **GRANTEE** agrees to follow all provisions of Section 379.249, F.S. and Chapter 68E-9, F.A.C. during the term of this Agreement.
- D. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.
- E. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.
- F. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.
- G. The **GRANTEE** agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.

5. COMPENSATION AND PAYMENT

A. COST REIMBURSEMENT

The **GRANTEE** shall be compensated for a maximum of \$60,000.00 on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown

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in the Department of Financial Services, “Reference Guide for State Expenditures” publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D.

B. INVOICE SCHEDULE

A single final invoice may be submitted after completion of the deliverable and must be received by the **COMMISSION** no later than October 15, 2020 to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

C. TRAVEL EXPENSES

No travel expenses are authorized under the terms of this Agreement.

D. FORMS AND DOCUMENTATION

1. The **GRANTEE** shall submit a completed Materials Placement Report form along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION**'s website at: <http://www.myfwc.com/artificialreefs>.

6. MONITORING SCHEDULE

- A. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials, staging area and construction site before, during, and after the deployment.
- B. No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to the intellectual property rights.

8. SUBCONTRACTS

See Agreement for applicable terms and conditions related to subcontracts.

9. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

11. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

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12. NON-EXPENDABLE PROPERTY

The **GRANTEE** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This Section is not applicable and intentionally left blank.

14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

B. CONTRACTOR ELIGIBILITY

1. The use of a Marine Specialty licensed contractor (Section 489.105, F.S) is not a requirement for professional services pertaining to artificial reef deployment activities during this Agreement. A Marine Specialty Contractor license (Chapter 61G4-15.033 Florida Administrative Code) does not include artificial reefs, and therefore is not a licensing requirement for artificial reef deployment.
2. The Consultants Competitive Negotiation Act (Section 287.055, F.S.) is not applicable for professional services pertaining to artificial reef planning, procurement, deployment or survey activities during this Agreement. Signed and sealed drawings are not required.
3. In accordance with Executive Order 12549, Debarment and Suspension, the **GRANTEE** shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the **GRANTEE** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. Upon execution of subcontracts funded by this Agreement, the **GRANTEE** shall require subcontractors to complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment E. As required by sentences 1 and 2 above, the **GRANTEE** shall include the language of this section, and Attachment E in all subcontracts or lower tier agreements executed to support the **GRANTEE's** work under this Agreement.

C. FEDERAL FUNDS

1. This Agreement is funded in whole or in part by a grant from the U.S. Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Program, CFDA No. 15.605. Therefore, the **GRANTEE** shall be responsible for complying with all federal grant requirements as

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provided in the grant, a copy of which is attached hereto and made a part hereof as Attachment C. It is understood and agreed that the **GRANTEE** is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the U.S. Fish and Wildlife Service.

2. The Davis-Bacon Act is not applicable to subcontracts executed under this Agreement. This project is funded by the Dingell-Johnson Sport Fish Restoration Act which does not require implementation of the provision of the Davis-Bacon Act as the initial federal award to the **COMMISSION** was exempt from the Davis-Bacon Act conditions.
3. The **GRANTEE** agrees to follow all requirements of CFR 200, Code of Federal Regulations, for the procurement of commodities or contractual services under this Agreement.

D. PAYMENT BOND

Pursuant to Chapter 287, F.S., no payment or surety bond is required for this project.

E. PERFORMANCE BOND

Pursuant to Chapter 287, F.S., no performance bond is required for this project.

F. CERTIFICATE OF CONTRACT COMPLETION

The Grantee will be required to complete a Certificate of Completion form (Attachment F) when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

G. CERTIFICATE OF PARTIAL PAYMENT

This Section is not applicable and intentionally left blank.

H. GRANTEE PAYMENTS TO SUBCONTRACTOR

Grant Agreement No. 19042, Section 15, B, "Grantee Payments to Subcontractor" is hereby amended to read as follows:

If subcontracting is permitted pursuant to Section 15, Paragraph A, the **GRANTEE** agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the **GRANTEE** and subcontractor. Failure to make payment pursuant to any subcontract within thirty (30) working days will result in a penalty charged against **GRANTEE** and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the thirty (30) working day period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

Attachment B
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Grantee expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Grantee expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Grantee expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:
<https://apps.fldfs.com/fsaa/>.
- E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:
1. The Commission at the following address:
**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**
 2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):
**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**
 3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the

audit report, indicate the date that the Grantee received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment -

**Exhibit 1
FEDERAL AND STATE FUNDING DETAIL**

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
15.605	Federal Aid in Sport Fish Restoration Program	\$35,000.00
	Total Federal Awards	\$35,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements
15.605	<ol style="list-style-type: none"> 1. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded. 2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement. 3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	CFDA Title	Amount of Matching Funds
15.605	Florida Artificial Reef Program	\$25,000.00
	Total Matching Funds Associated with Federal Programs	\$25,000.00

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
n/a	n/a	n/a
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements		
CSFA #	Compliance Requirements	
n/a		n/a

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

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State Grant Programs Part 523 Federal Aid Compliance Requirements

Chapter 1 Summary 523 FW 1.1

1.1 Purpose. The purpose of this chapter is to summarize guidance on those requirements generally applicable to grant programs.

1.2 Applicability and Scope. In accepting Federal funds, States and other grantees must comply with all applicable Federal laws, regulations, and policies. This chapter is not all-inclusive. Exclusion of any specific requirement does not relieve grantees of their responsibility for compliance. Copies of reference materials can be obtained from the Regional Offices. Guidance on the following requirements is contained in this chapter.

A. Nondiscrimination Requirements.

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Title IX of the Education Amendments of 1972

B. Environmental Requirements.

- Coastal Zone Management Act of 1972
- Executive Order 11987, Exotic Organisms
- Endangered Species Act of 1973
- National Environmental Policy Act of 1969
- Floodplains and Wetlands Protection
- Animal Welfare Act of 1985
- Coastal Barriers Resources Act of 1982

C. Historic and Cultural Preservation Requirements.

- National Historic Preservation Act of 1966

D. Administrative Requirements.

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Debarment and Suspension
- Drug-Free Workplace Act of 1988
- Restrictions on Lobbying (P.L. 101-121)

1.3 Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)).

A. Summary. Prohibits discrimination based on race, color, or national origin in any "program or activity receiving Federal financial assistance."

B. References.

- (1) Regulations of the Department of the Interior (43 CFR Part 17)
- (2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements
- (3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements.

- (1) Grantees may not, on the basis of race, color, or national origin, select, locate, or operate project facilities which will serve to exclude or limit opportunity for use or benefits.



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(2) Grantees shall make reasonable efforts to inform the public of opportunities provided by Federal Aid projects and shall inform the public that the projects are subject to Title VI compliance.

(3) Though employment practices are not in themselves subject to Title VI, Title VI does apply to employment which may affect the delivery of services to beneficiaries of a federally assisted program. For the purpose of Title VI, volunteers or other unpaid persons who provide services to the public are included.

1.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 795)

A. Summary. Ensures that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. References.

(1) Regulations of the Department of the Interior (43 CFR Part 17)

(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements

(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements.

(1) Grantees may not deny a qualified handicapped person the opportunity to participate in or benefit from Federal Aid project facilities or services afforded to others.

(2) Grantees may not deny a qualified handicapped person the opportunity to participate as a member of a planning or advisory board.

(3) The location of facilities shall not have the effect of excluding handicapped persons from, deny them the benefits of, or otherwise subject them to discrimination under any Federal Aid project.

1.5 Age Discrimination Act of 1975 (42 U.S.C. 6101)

A. Summary. Prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

B. References.

(1) Regulations of the Department of the Interior (43 CFR Part 17)

(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements

(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. However, a grantee is permitted to take an action otherwise prohibited if the action reasonably takes into account age as a factor necessary to the normal operation or achievement of any statutory objective of a program or activity.

1.6 Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et.seq.)

A. Summary. Prohibits discrimination on the basis of sex in any education program receiving Federal financial assistance.



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B. References.

- (1) Regulations of the Department of the Interior (43 CFR Part 17)
- (2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements

C. Requirements. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program receiving Federal financial assistance. For the purpose of Title IX, hunter education and aquatic education project activities are considered education programs.

1.7 Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.)

A. Summary. The Act is intended to, "preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone..."

B. References. Regulations of the Department of Commerce (15 CFR 930).

C. Requirements. Federal Aid projects, which would "significantly affect the coastal zone" must be consistent with the approved State management programs developed under the Act. Prior to submitting a Grant Proposal for a project in the coastal zone of a State with an approved Coastal Zone Management Program, the proposed project must be reviewed for consistency with the management plan. Grantees may be required to submit a statement attesting to conformance with the Coastal Zone Management Plan.

1.8 Exotic Organisms Executive Order 11987

A. Summary. Federal agencies shall discourage the States from introducing exotic species into natural ecosystems of the United States. In addition, Federal agencies will restrict the use of Federal funds for the purpose of introducing exotic species into ecosystems outside of the United States.

B. References. Executive Order 11987, Exotic Organisms, 42 FR 26949 (May 25, 1977)

C. Requirements.

- (1) Any proposal for the introduction of an exotic species into a natural ecosystem by a State fish and wildlife agency must include a biological opinion from the U.S. Fish and Wildlife Service supporting the proposed introduction.
- (2) To obtain a biological opinion, the State agency shall provide the Regional Director with a written request for the opinion together with any available information including, but not limited to, NEPA documents, biological data, and project plans.
- (3) After receiving a biological opinion, it will be the responsibility of the State agency to adhere to the recommendations outlined in that opinion.

1.9 Endangered Species Act of 1973 (16 U.S.C. 1531-1534).

A. Summary. Actions funded under the Federal Aid programs must not jeopardize the continued existence of any endangered or threatened species, or result in the destruction or adverse modification of the habitat of the species.

B. Reference. Section 7 Consultation Requirements, 43 FR 870 (Jan. 4, 1978).

C. Requirements. The Regional Director must ensure that Federal Aid projects are not likely to jeopardize the continued existence of endangered or threatened species or result in the



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destruction or adverse modification of critical habitat. For projects which may affect an endangered or threatened species, either beneficially or adversely, a formal Section 7 consultation is necessary. The State is required to name the listed species and/or critical habitat included; list the name, description, and location of the area; list objectives of the actions; and provide an explanation of the impacts of the actions on a listed species or its critical habitat.

1.10 National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

A. Summary. Requires that every proposed Federal action be examined to determine the effects (beneficial or adverse) it will have on the human environment and that the findings be considered in decisions regarding its implementation.

B. References.

- (1) Regulations of the Council on Environmental Quality implementing the procedural provisions of NEPA, (40 CFR 1500-1508).
- (2) Departmental Manual, Environmental Quality, Part 516.
- (3) Fish and Wildlife Service Manual, National Environmental Policy Act, Part 550.
- (4) National Environmental Policy Act Handbook for Federal Aid Projects. The Assistant Director-Fish and Wildlife Enhancement is authorized to promulgate the National Environmental Policy Act Handbook for Federal Aid Projects.

C. Requirements. Each action proposed for Federal funding must include an Environmental Assessment (EA), Environmental Impact Statement (EIS), or show that the proposed activity is covered by one or more categorical exclusions. For specific requirements and procedures, see National Environmental Policy Act (NEPA) Handbook for Federal Aid Projects.

1.11 Floodplains and Wetlands Protection.

A. Summary. Federal Aid funds may not be used for projects affecting floodplains or wetlands unless there is no practical alternative outside the floodplain or wetland and only if actions are taken to minimize the adverse effects.

B. References.

- (1) Executive Order 11988, Floodplain Management, 42 FR 26951 (May 25, 1977).
- (2) Executive Order 11990, Protection of Wetlands, 42 FR 26961 (May 25, 1977).
- (3) Department of Interior Procedures for Implementation, 520 DM 1.
- (4) Natural Resources Protection, 613 FW.

C. Requirements. The Executive orders on floodplains and wetlands require Federal agencies to review proposed actions to ensure that there are no practical alternatives outside the floodplain or wetland, and to ensure that potential harm is minimized. If there are no practical alternatives to proposed projects in floodplains or wetlands, actions to minimize the adverse effects should be incorporated into the project plans.

1.12 Animal Welfare Act of 1985 7 U.S.C. 2131, et seq.

A. Summary. Requires the humane treatment of animals (exclusive of fish) used in research, experimentation, testing, and teaching.

B. References. Regulations of the Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), 9 CFR Parts 1, 2 and 3 (54 FR 36112 (Aug. 31, 1989)).



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C. Requirements. Grantees who use Federal Aid funds to conduct covered management or research or who engage in interstate shipment of animals should contact the local Animal and Plant Health Inspection Service (APHIS) office for instructions. A list of the APHIS offices may be obtained from the Regional Offices.

1.13 Coastal Barriers Resources Act of 1982 (16 U.S.C. 3501), as amended by the Coastal Barrier Improvement Act of 1990 (P.L. 101-591)

A. Summary. The purpose of the Acts are "...to minimize the loss of human life, wasteful expenditure of Federal revenues and damage to fish and wildlife, and other natural resources associated with coastal barriers..."

B. References. U.S. Fish and Wildlife Service Advisory Guidelines, 48 FR 45664 (Oct. 6, 1983).

C. Requirements. Activities conducted within a unit of the Coastal Barrier Resources System must meet the requirements of section 6 of the Act. Section 6 requires consultation with the Service, via the appropriate Regional Office.

1.14 National Historic Preservation Act of 1966 16 U.S.C. 470.

A. Summary. Federal agencies may not approve any grant unless the project is in accordance with national policies relating to the preservation of historical and cultural properties and resources.

B. References.

- (1) National Register of Historic Places (36 CFR 60).
- (2) The Archeological and Historic Preservation Act of 1974, 16 U.S.C. 469a.
- (3) Procedures for the Protection of Historic and Cultural Properties (36 CFR 800).
- (4) Determinations of Eligibility for Inclusion in the National Register of Historic Places (36 CFR 63).
- (5) Criteria for Comprehensive Statewide Historic Surveys and Plans (36 CFR 61).
- (6) Cultural Resources Protection, 614 FW.

C. Requirements.

(1) States must consult with the State Historic Preservation Officer (SHPO) for those activities or projects that are defined as undertakings under the National Historic Preservation Act. An undertaking is defined as a project, activity, or program that can result in changes in the character or use of properties that are listed on or potentially eligible for listing on the National Register of Historic Places (National Register) and located within the project's area of potential effect. Undertakings include new and continuing projects, activities, or programs and any of their elements not previously considered under Section 106 of the National Historic Preservation Act.

(2) In cases where a Federal Aid project has been determined to be an undertaking, the State must notify the appropriate Service Regional Director for guidance on how to proceed with Section 106 compliance. Based on the results of the consultation between the State and SHPO, the Service will determine the need and level of inventory to identify historic properties that may be affected by the undertaking and to gather sufficient information to evaluate whether these properties are listed or are eligible for listing in the National Register.

(3) Where completed inventories indicate that identified historic properties may be affected by the undertaking, the State shall be responsible for submitting the necessary documentation to the appropriate Regional Director for review. As necessary, the Service shall seek



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determinations of eligibility for those properties that are to be affected by the proposed activity.

(4) If a State is advised by the SHPO that an undertaking will adversely affect a property that is eligible for or listed on the National Register, the State shall ask the appropriate Regional Director to determine measures for mitigating or avoiding impacts. This may require the development of a memorandum of agreement among the Service, State, and State Historic Preservation Officer to address specific measures that will be employed to avoid or minimize adverse effects to historic properties located within the area of potential effect. Adverse effects that may diminish the character and integrity of historic properties include

- (a)** Physical destruction, damage, or alteration of all or part of the property;
- (b)** Isolation of the property from or alteration of the character of the property's setting when that character contributes to the property's qualification for the National Register of Historic Places;
- (c)** Introduction of visual, audible, or atmospheric elements that are out of character with the property or alter its setting;
- (d)** Neglect of a property resulting in its deterioration or destruction; and
- (e)** Transfer, lease, or sale of the historic property.

(5) If a previously unknown property that is eligible for listing on the National Register is discovered at any time during the implementation period of a Federal Aid project, the Regional Director must be notified and all actions which may adversely effect it must be suspended. The Service shall provide the State with instructions on how to proceed.

1.15 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601)

A. Summary. Federal agencies may not approve any grant unless the grantee provides Assurances that it will comply with the Act. Prices to be paid for lands or interests in lands must be fair and reasonable (except when the price is fixed by law, or when the lands are to be acquired at public auction or by condemnation and the value determined by the court). Persons displaced from their homes, businesses, and farms must receive relocation services, compensation, and fair equitable treatment.

B. References.

- (1)** Department of Interior Uniform Relocation Assistance and Real Property Acquisition Regulations (41 CFR 114-50).
- (2)** Department of Transportation Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (49 CFR Part 24).

C. Appraisal Requirements.

- (1)** A real property owner or his designated representative must be contacted prior to making an appraisal and given an opportunity to accompany the appraiser during inspection of the property. The fact that it occurred must be documented in project files and in the appraisal report.
- (2)** Real property must be appraised, the appraisal report reviewed, and the fair market value established prior to initiation of negotiations with the owner.
- (3)** If the acquisition of only part of a property will leave the owner with an uneconomic remnant, the State or other grantee must offer to buy the whole property. The term "uneconomic remnant" applies only to Title III of the Act and the necessity of the acquiring agency to offer to purchase such a remainder or the entire property. It is not to be construed with the term "uneconomic unit" as it applies to the in-lieu payment of farm operations under Title II of the Act.



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D. Negotiation Requirements.

- (1) An owner or his designated representative must be provided, in person or by certified mail, a written statement of just compensation as determined in the appraisal process. Offers of compensation cannot be less than the approved appraisal of fair market value of such property. If only a portion of the owner's property is being taken and the owner is left with an uneconomic remnant, the agency must offer to buy the whole property.
- (2) Reimbursement to a real property owner for costs to convey a title must include
 - (a) Recording fees, transfer taxes, and similar costs;
 - (b) Penalty cost for prepayment of pre-existing recorded mortgage; and
 - (c) Pro-rata portion of real property taxes allocable to a period subsequent to the date of vesting title.
- (3) All displaced persons (owners and tenants) must be provided information on their relocation benefits.

E. Relocation Assistance to Displaced People.

- (1) A relocation plan must be prepared for displaced persons so that problems associated with displacement of individuals, families, businesses, farms and nonprofit organizations are known at an early stage in a project's development (see 49 CFR 24.205). Planning may involve the following
 - (a) Who and what will be displaced.
 - (b) The estimated number of dwellings, businesses, farms, and nonprofit organizations displaced, including rentals. This estimate should contain
 - (i) Currently available replacement housing, businesses, farm, and organization sites;
 - (ii) Approximate number of employees affected;
 - (iii) Types of buildings, number, and size of rooms;
 - (iv) The needs of those displaced (i.e. lifestyle); and
 - (v) Type of neighborhood, distance to community facilities, church, etc.
 - (c) List of comparable replacement dwellings, including rentals, available on the market within a 50-mile radius (specialized units may require expanding radius). When an adequate supply of comparable housing is not expected to be available, consideration of Housing of the Last Resort actions should be instituted.
 - (d) Estimate of cost of replacement housing by purchase and/or rental per displaced person, and consideration of special needs like the elderly or handicapped.
 - (e) Estimate of cost for moving.
- (2) Advisory Services for Displaced People. Advisory services must be provided for all persons occupying property to be acquired and for all persons who use such real property for a business or farm operation. Eligibility requirements and corresponding benefits must be explained to all displaced persons. Assistance must be provided to persons completing claim forms, obtaining moving services, and obtaining proper housing.
- (3) Payment for Relocation of Displaced Persons. Relocation expenses must be paid to a displaced person who purchases and occupies a replacement dwelling. Moving and related expenses will be provided to displaced persons residing on real property including those persons owning a business or a farm. All payments must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.



Attachment C

1.16 Debarment and Suspension

A. Summary. Executive Order 12549, Debarment and Suspension, directs that persons debarred or suspended by one Federal agency from receiving grants may not receive grants from any Federal agency.

B. References.

- (1) Executive Order 12549, Debarment and Suspension, Feb. 18, 1986.
- (2) Department of Interior Rules, Governmentwide Debarment and Suspension (Nonprocurement), 43 CFR 12.100 - 12.510

C. Requirements.

- (1) States and other grantees must submit the certification for Primary Covered Transactions (DI-1953). States certify as to their "principals", not the State agency. State principals are commissioners, directors, project leaders, or other persons with primary management or supervisory responsibilities, or a person who has a critical influence on or substantial control over Federal Aid projects. States may provide the certification annually. Other grantees must provide the certification with each Application for Federal Assistance.
- (2) States and other grantees must obtain from their subgrantees and contractors a certification for Lower Tier Covered Transactions (DI-1954). A certification is not required for small purchase procurements, currently defined as less than \$25,000. These certifications are normally provided with an application or proposal from a subgrantee or contractor.
- (3) States and other grantees must not make any award, either by subgrant or contract, to any party which is debarred or suspended or is otherwise ineligible under provisions of Executive Order 12549. The U.S. General Services Administration maintains a list of parties debarred, suspended, ineligible or excluded from participation in Federal grants under the provision of the Executive order. A copy of this list is available, upon request, from the Regional Director.

1.17 Drug-Free Workplace Act of 1988.

A. Summary. The Drug-Free Workplace Act requires that all grantees certify that they will maintain a drug-free workplace.

B. References. Department of Interior Rules, Drug-Free Workplace Requirements, 43 CFR 12.600-635.

C. Requirements. Grantee organizations must

- (1) Establish (and publish) a policy that informs employees that the manufacture, distribution, possession, or use of a controlled substance in the workplace is prohibited;
- (2) Establish an awareness program to inform employees of the dangers of drug abuse in the workplace; and

Provide a drug-free workplace certification to the Department of Interior or U.S. Fish and Wildlife Service. The forms for providing the certification are available from the Regional Director. State agencies may certify annually. If the State agency is covered by a consolidated certification for all State agencies, a copy of the consolidated certification should be submitted to the Regional Director. (The original is retained by the State.) Grantees other than State agencies must submit the certification with each Grant Agreement.



Attachment C

1.18 Restrictions on Lobbying (P.L. 101-121)

A. Summary. Prohibits the use of Federal appropriated funds for lobbying either the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement.

B. References. Department of the Interior Rules, 43 CFR Part 18, New Restrictions on Lobbying.

C. Requirements.

(1) Recipients of Federal grants are prohibited from using Federal appropriated funds, e.g. grants, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an employee of a member of Congress in connection with a specific contract, grant, loan, or cooperative agreement.

(2) Proposals for grants in excess of \$100,000 must contain a certification that no part of the funds requested will be used for lobbying. Copies of the certification form, Form DI-1963, can be obtained from the Regional Offices.

(3) Recipients of grants in excess of \$100,000 must file a disclosure form on lobbying activities conducted with other than Federal appropriated funds. Form SF-LLL and SF-LLL-A, Continuation Sheet, shall be used for this purpose. Copies of the forms can be obtained from the Regional Office.



Attachment D**COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS**

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

Attachment E
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

Required for all contractors and subcontractors on procurement (vendor) contracts of \$100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20__.

By: _____
Authorized Signature/Contractor

Typed Name/Title

Grantee Name/Contractor Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**FL FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF MARINE FISHERIES MANAGEMENT
ARTIFICIAL REEF PROGRAM
CERTIFICATION OF COMPLETION**

I, _____
(Printed Name and Title)

representing _____
(Name of Grantee)

do hereby certify that the artificial reef project funded by Grant Number FWC - _____ has been completed in compliance with all terms and conditions of said Grant Agreement.

(Signature)

(Date)

ATTACHMENTS

Bidder must complete and return all Attachments with its Quote.

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA

ITQ No. 20-R073120GE

The undersigned acknowledges receipt of the following addenda:

Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____

Print or type Bidder's information below:

Name of Bidder: _____

Signature of Authorized Official: _____

Printed Name and Title: _____

Date: _____

Telephone: _____

Street Address: _____

City/State/Zip: _____

Email: _____

Bidder must fully execute and return this form with its Quote.

ATTACHMENT B, BID SIGNATURE FORM

ITQ No. 20-R073120GE

The undersigned represents that:

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

Print or type Bidder's information below:

Name of Bidder: _____

Signature of Authorized Official: _____

Printed Name and Title: _____

Date: _____

Telephone: _____

Street Address: _____

City/State/Zip: _____

Email: _____

Bidder must fully execute and return this form with its Quote.

ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

ITQ No. 20-R073120GE

Sworn statement pursuant to section 2-26 article v, manatee county procurement code

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

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

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

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth.

A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

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

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

I understand that any contract or business transaction shall provide for suspension of payments, or termination, or both, if the procurement division or the county administrator determines that such person or entity has made false certification.

[Signature of Supplier]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____ by _____
_____ who is personally known _____ OR produced identification _____ [Type of
identification] _____.

My commission expires _____

Notary Public Signature _____

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

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

Attachment D
Environmental Sustainability Initiative Certification

Manatee County has an interest in doing business with firms that have formalized initiatives that preserve the environment and energy as defined by Section 2-26-8 of the Manatee County Code which states in part as follows:

Where relevant, vendors will be asked to state their reuse and recycling policies and practices in their bids or proposals, and when so stated in the solicitation, where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision

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

_____ for _____
[print individual's title] [print name of entity submitting sworn statement]

whose business address is: _____

Summarize your entity's reuse and recycling policies and practices in the section below. If additional pages are required, attach to this form.

This form must be signed by an authorized official of the entity (e.g., owner, partner, CEO, President).

I attest that _____ has a formalized environmental sustainability initiative as described
[Name of entity]

above and that the information presented on this form is true and correct.

Signature of official

Title

Date

ATTACHMENT E
DRUG FREE WORK-PLACE CERTIFICATION
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____ (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

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

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

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

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

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

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation

program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 201___ by _____

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

Notary Public Signature My commission expires _____

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

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

Attachment F
AFFIDAVIT OF NO CONFLICT
ITQ No. 20-R073120GE

STATE OF _____

COUNTY OF _____

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

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require _____ 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. _____ **6**

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. _____

Attachment G
INSURANCE STATEMENT
ITQ No. 20-R073120GE

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.