

INVITATION FOR BID  
No. 22-TA004303JH  
PAVEMENT MARKING  
INSTALLATION AND MAINTENANCE  
SEPTEMBER 16, 2022

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



## **ADVERTISEMENT**

### **INVITATION FOR BID No. 22-TA004303JH**

### **PAVEMENT MARKING INSTALLATION AND MAINTENANCE**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Pavement Marking Installation and Maintenance, as specified in this Invitation for Bid to include materials and services to install and remove thermoplastic and painted traffic markings, permanent tape, performed markings, raised retro-reflective pavement markers and related devices and materials.

#### **DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this IFB is **October 18, 2022 at 2:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 and the Bidder's name and total bid amount will be read aloud. Bidders or their representatives may attend the Bid opening.

No review or analysis of the Bids will be conducted at the Bid Opening.

#### **SOLICITATION INFORMATION CONFERENCE:**

No Solicitation Information Conference will be conducted for this solicitation.

#### **DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Procurement Division is September, 27, 2022. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.15 carefully to avoid violation and possible sanctions.**

#### **DESIGNATED PROCUREMENT CONTACT: Jeb Hayter, Procurement Agent**

(941) 749-3055, Fax (941) 749-3034

Email: [jeb.hayter@mymanatee.org](mailto:jeb.hayter@mymanatee.org)

Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE:

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## **SECTION A, INSTRUCTIONS TO BIDDERS, IFB No. 22-TA004303JH**

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

### **A.01 BID DUE DATE**

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **October 18, 2022 at 2:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

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

### **A.02 PUBLIC OPENING OF BIDS**

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid and the total bid price submitted. No review or analysis of the Bids will be conducted at the Bid Opening.

### **A.03 SUBMISSION OF BIDS**

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) electronic format copy clearly identifying Bidder with all required information and identical to the original.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFB No. 22-TA004303JH, Pavement Marking Installation and Maintenance, Bidder's name, and Bidder's address.

Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

**A.04 BID FORMS**

Bids must include the forms provided in this IFB. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

**A.05 ENVIRONMENTAL SUSTAINABILITY**

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of its environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

**A.06 STANDARDS FOR MATHEMATICAL ERRORS**

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
4. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

**A.07 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this IFB are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Business, Bids and Proposals*. This link is located at the top of the County website home page under the business tab. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, to distribute Bids. Participation in the third-party provider's system is not a requirement for doing business with the County.

Additionally, the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, with the exception of County holidays.

#### **A.08 ADDENDA**

Any interpretations, corrections or changes to this IFB will be made by addendum. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org> > Business > *Bids and Proposals*, and any third-party provider's website.

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

#### **A.09 BID EXPENSES**

All costs incurred by Bidder in responding to this IFB will be the sole responsibility of the Bidder.

#### **A.10 QUESTION AND CLARIFICATION PERIOD**

Each Bidder shall examine all terms, conditions and requirements in the IFB documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or request for changes or interpretations, clarification or additional information pertaining to this IFB shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) prior to the Deadline for Questions and Clarifications. Bidder shall furnish any data or information it deems necessary for the County to evaluate requests to modify the terms, conditions or requirements of this IFB. Any changes or modifications to the terms, conditions and requirements of this IFB will be at the sole discretion of the County. All questions received and responses given will be provided to potential Bidders via an addendum to this IFB.

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

#### **A.11 FALSE OR MISLEADING STATEMENTS**

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid,

and the attribute, condition or capability is a requirement of this IFB. Such Bidder will be disqualified from consideration for this IFB and may be disqualified from submitting a response on future solicitation opportunities with the County.

#### **A.12 UNBALANCED BIDDING**

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified given bid requirements and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

1. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

#### **A.13 WITHDRAWAL OR REVISION OF BIDS**

Bidders may withdraw Bids under the following circumstances:

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

#### **A.14 JOINT VENTURES**

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

#### **A.15 LOBBYING**

After the issuance of any solicitation, no prospective Bidders, or their agents, representatives or persons acting at the request of such Bidder, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Purchasing Official or designee, unless otherwise directed by the 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. This requirement ends upon final execution of the contract or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

#### **A.16 IRREVOCABLE OFFER**

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred twenty (120) days to provide the goods or services set forth in this IFB or until one or more of the Bids have been duly accepted by County, whichever occurs first.

#### **A.17 ERRORS OR OMISSIONS**

Once a Bid is opened, the County will not accept any request by Bidder to correct errors or omissions in the Bid other than as identified in paragraph A.13.

#### **A.18 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

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

To be responsive a Bidder must submit a Bid that conforms in all material respects to the requirements of this IFB and contains all the information, fully completed attachments and forms, and other documentation required. Bids that are deemed non-responsive will not be considered.

To be responsible, a Bidder must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this IFB. Bids submitted by Bidders that are deemed non-responsible will not be considered.

#### **A.19 SCRUTINIZED COMPANIES FORM**

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

more. To the extent certification is required, it shall be provided on the enclosed Attachment, *Vendor Certification Regarding Scrutinized Companies Lists*.

**A.20 LOCAL PREFERENCE**

To qualify for local preference, a local business, as defined in Section B.05, Terms and Conditions, must provide certification to County by completing an ‘Affidavit as to Local Business’ form which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on ‘Affidavit for Local Business’ to access and print the form. Complete, notarize, and return the original with Bidder’s Bid. It is the responsibility of the Bidder to ensure accuracy of the affidavit and notify County of any changes affecting its local business status.

**A.21 COLLUSION**

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

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

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

**A.22 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may

not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

#### **A.23 DISCOUNTS AND PRICING**

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFB, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award. When there is a discrepancy between the unit prices and any extended prices, the unit prices shall prevail.

#### **A.24 PROTEST**

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

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

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

#### **A.25 LICENSES 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.

#### **A.26 CONFLICT OF INTEREST**

Manatee County Code of Laws prohibits contracts where conflicts are found to exist. Bidder shall not be currently engaged in, or if awarded, will not become engaged in any obligations, undertakings or contracts that will require Bidder to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

#### **A.27 BASIS OF AWARD**

Award(s) will be made to the responsive, responsible Bidder having the lowest Bid. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. Whenever the lowest Bid is submitted by two or more Bidders and are equal with respect to price, quality, and/or service, the Bid received from a local business shall be given preference in the award. Whenever two or more lowest Bids are received from local businesses and are equal with respect to price, quality, and/or service, the award shall be determined by a chance drawing to be conducted by the Purchasing 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 Bids, 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.

#### **A.28 ACCESSIBILITY**

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

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

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

**A.29 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

<b>Scheduled Item</b>	<b>Scheduled Date</b>
No Information Conference Scheduled	
Question and Clarification Deadline	September 27, 2022
Final Addendum Posted	October 04, 2022
Bid Response Due Date and Time	October 18, 2022, 2:00 P.M. ET.
Projected Award	October, 2022

**END SECTION A**

## **SECTION B, TERMS AND CONDITIONS**

### **IFB No. 22-TA004303JH**

#### **B.01 AGREEMENT**

The agreement resulting from the acceptance of a bid shall be in the form of a contract and/or a purchase order. This agreement shall be for three (3) years from date of award with two (2) additional one-year renewal options.

#### **B.02 NON-EXCLUSIVE**

Unless otherwise stated in this IFB, successful Bidder understands and agrees that any resulting contractual relationship is non-exclusive, and the County reserves the right to contract with more than one Bidder or seek similar or identical goods and services elsewhere if deemed in the best interest of the County.

#### **B.03 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):
  1. 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.
  2. 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.
  3. 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.

#### **B.04 PURCHASING COOPERATIVE**

It is the intent of this IFB to include requirements and to obtain bids on behalf of Manatee County. Further it authorizes entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain purchases utilizing the terms, conditions and pricing of this IFB. This opportunity is also made available to all public agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. Manatee County will not be financially responsible for the purchases of other entities utilizing this IFB and any resulting contract or purchase order.

## **B.05 LOCAL PREFERENCE**

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its Bid that for at least six (6) full months prior to the advertisement of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location. Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.
4. To qualify for local preference under this section, **a local business must certify to County** by completing an “**Affidavit as to Local Business Form,**” which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.
5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

## **B.06 SUPPLIER REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

## **B.07 RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

#### **B.08 APPLICABLE LAWS**

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

#### **B.09 TAXES**

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

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

#### **B.10 CODE OF ETHICS**

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFB, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld.

#### **B.11 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or bid opening should

contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**B.12 EQUAL EMPLOYMENT OPPORTUNITY**

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

**B.13 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES**

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

**B.14 QUALITY**

Unless otherwise specifically provided in the IFB documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**B.15 DELIVERY**

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

**B.16 AUTHORIZED PRODUCT REPRESENTATION**

Bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**B.17 ROYALTIES AND PATENTS**

The successful Bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful Bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

**B.18 PUBLIC RECORDS**

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

Bids become subject to disclosure thirty (30) days after the opening or when notice of intent to award is made, whichever occurs first, as provided by Florida Statutes § 119.071(1)(b).

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

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

1. 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.
2. 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.
3. 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.
4. 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:**

**PHONE: (941) 742-5845,**  
**EMAIL: [DEBBIE.SCACCIANOCE@MYMANATEE.ORG](mailto:DEBBIE.SCACCIANOCE@MYMANATEE.ORG),**  
**MAIL: ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE**  
**WEST, BRADENTON, FL 34205.**

#### **B.19 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Bid in response to a Request for Bid 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 Bid in response to the Request for Bid 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 Bid 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 Bid 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 bid, 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 bid as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Bid is non-responsive.

#### **B.20 ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

## **B.21 FUNDING**

This IFB is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions herein. The County shall provide prompt written notice to the successful Bidder that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this IFB, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated whichever occurs first, be thereafter released of all further obligations in any way related to this IFB.

## **B.22 CONDITIONS FOR EMERGENCY EVENTS**

A critical challenge in emergency situations is to obtain essential supplies, goods and equipment in the affected areas. It is the County's priority that public property, life, safety, and health are protected during any emergency as declared by the State and/or the County. Therefore, before, during and after a disaster, hurricane, flood, act of terrorism, or other public emergency event, whether natural or man-made, successful Bidder shall make delivery to the County of the goods and services in this IFB its first priority.

Successful Bidder will ensure that contract prices are billed to the County for deliveries as part of an emergency event. Upon award of a contract, successful Bidder shall furnish an email and phone number in which successful Bidder can be contacted twenty-four (24) hours per day, seven days per week for emergency services.

## **B.23 TERMINATION**

The County, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this IFB with or without cause immediately upon providing written notice to the successful Bidder. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under the contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to the date of the notice of termination.

The County reserves the right to terminate any contract entered into pursuant to this IFB, in part or in whole, or place the successful Bidder on probation in the event it fails to perform in accordance with the terms and conditions stated herein. Notification will be made by providing written notice of such failure or default and by specifying a reasonable time period within which the successful Bidder must cure any such failure to perform or default. If the successful Bidder fails to cure the default within the time specified, the County may then terminate the

subject contract by providing written notice to the successful Bidder. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances and/or policies. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.

**B.24 PRECEDENCE**

Statements contained in the Scope of Service or Bid Summary Sections of this IFB, which vary from the information contained in Sections A and B, shall have precedence.

**B.25 E-VERIFY**

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

Only those individuals determined eligible to work in the United States shall be employed under this contract. By submission of a bid in response to this IFB, 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.

**B.26 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful Bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful

Bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

**B.27 RECOMMENDATION FOR AWARD**

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

**END SECTION B**

**SECTION C Insert Bid Forms**

(To be completed and returned with Bid)

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA  
IFB No. 22-TA004303JH**

The undersigned acknowledges receipt of the following addenda:

Addendum No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

Print or type Bidder's information below:

Name of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed Name, Title, Date: \_\_\_\_\_

*Bidder must fully execute and return this form with its Bid.*

**ATTACHMENT B, BID SIGNATURE FORM**  
**IFB No. 22-TA004303JH**

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

*Bidder must fully execute and return this form with its Bid.*

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES  
CERTIFICATION**

**IFB No. 22-TA004303JH**

**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 agreement 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 County's Purchasing  
Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner;  
or

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt  
to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of  
an official thereof (including the person committing the offense, if he is an official of the business entity), the  
business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with  
the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common  
ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if,  
directly or indirectly, one business entity controls or has the power to control another business entity, or if an  
individual or group of individuals controls or has the power to control both entities. Indicia of control shall  
include, without limitation, interlocking management or ownership, identity of interests among family

members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

\_\_\_\_\_  
[Supplier Signature]

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

Sworn to and subscribed before me this \_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ who is personally known \_\_\_\_\_ OR Produced \_\_\_\_\_  
\_\_\_\_\_ [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 D, INSURANCE REQUIREMENTS

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The SUPPLIER 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):

### REQUIRED INSURANCES

#### **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
- \$5,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

#### **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]**

## **I. INSURANCE REQUIREMENTS**

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

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

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the 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.

### **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.

### **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. 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.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

*[Remainder of page intentionally left blank]*

**ATTACHMENT D, SUPPLIER'S INSURANCE STATEMENT**  
**IFB No. 22-TA004303JH**

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

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

Consultant Name: \_\_\_\_\_

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

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

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

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

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

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

**ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT  
IFB No. 22-TA004303JH**

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

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

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

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

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

\_\_\_\_\_  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by [NAME]\_\_\_\_\_, as [TITLE] \_\_\_\_\_  
\_\_\_\_\_ of [CONSULTANT]\_\_\_\_\_. He / She is personally  
known to me or has produced \_\_\_\_\_[TYPE OF  
IDENTIFICATION] as identification.

\_\_\_\_\_  
Notary Signature  
Commission No. \_\_\_\_\_

**ATTACHMENT F, DRUG FREE WORK-PLACE CERTIFICATION**  
**IFB No. 22-TA004303JH**

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

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

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its 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 workplace no later than five (5) days after such a conviction.

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

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

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

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the 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 of Owner, Partner, President, CEO or other Authorized Official or Agent of Bidder]

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]

**ATTACHMENT G, PRICING FORM**  
**IFB No. 22-TA004303JH**

1. Bidders must complete **the Pricing Form following this page and must bid all line items to be considered for award. Bidder must provide hard copies and electronic copies of the Pricing Form with its Bid per the requirements of this IFB.**
2. Provide a firm, fixed cost. Costs must be all-inclusive, including any delivery fees, to provide the goods and/or services.

ATTACHMENT G, PRICING FORM						
IFB NO. 22-TA004303JH						
PAVEMENT MARKING INSTALLATION AND MAINTENANCE						
Bidders must provide prices for each line item for their bid to be considered responsive						
Item No.	Description	FDOT Pay Item No.	UOM	EST Qty Total	Unit Price	Total
<b>GROUP 1 Thermoplastic Pavement Markings (Alkyd)</b>						
<b>LINES</b>						
1	Thermoplastic, Standard, White, Solid, 6"	711-11-121	LF	84,000		
2	Thermoplastic, Standard, White, Solid, 6" (Parking Lot)	711-11-121-1	LF	800		
3	Thermoplastic, Standard, White, Solid, 8"	711-11-122	LF	500		
4	Thermoplastic, Standard, White, Solid, 12"	711-11-123	LF	6,500		
5	Thermoplastic, Standard, White, Solid, 18"	711-11-124	LF	2,000		
6	Thermoplastic, Standard, White, Solid, 24"	711-11-125	LF	3,000		
7	Thermoplastic, Standard, White (10'-30' Skip/Dotted) 6"	711-11-131	GM	5		
8	Thermoplastic, Standard, White (2'-4' Dotted Guideline/6-10 Gap	711-11-141	LF	1,000		
9	Thermoplastic, Standard, Yellow, Solid, 6"	711-11-221	LF	84,000		
10	Thermoplastic, Standard, Yellow, Solid, 18"	711-11-224	LF	1,000		
11	Thermoplastic, Standard, Yellow, (10'-30' Skip/Dotted) 6"	711-11-231	GM	5		
12	Thermoplastic, Standard, Yellow, (2'-2' Skip) 6"	711-11-241-1	LF	500		
13	Thermoplastic, Standard, Yellow, (2'-4' Dotted Guideline/6-10 Gap Extension) 6"	711-11-241-2	LF	1,000		
14	Thermoplastic, Standard, Blue, Solid, 6" (Parking Lot)	711-11-421	LF	100		
<b>MESSAGES</b>						
15	Thermoplastic, Standard, White, Message, (RXR)	711-11-161	EA	5		
16	Thermoplastic, Standard, White, Message, (Only and Stop)	711-11-162	EA	15		
17	Thermoplastic, Standard, White, Message, (Merge)	711-11-164	EA	5		
18	Thermoplastic, Standard, White, Message, (School)	711-11-165	EA	5		
19	Thermoplastic, Standard, White, Message, (Bike Lane Symbol)	711-11-166	EA	100		
20	Thermoplastic, Standard, White, Message, (Ped and Xing)	711-11-167	EA	3		
21	Thermoplastic, Standard, White, Message, (Shared Lane Marking)	711-11-168	EA	50		
22	Thermoplastic, Standard, White, Message, (Undefined ≤ 6 Letters)	711-11-169	EA	15		
23	Thermoplastic, Standard, Blue, Message, (Handicap Symbol), (Parking Lot)	711-11-460	EA	5		
24	Route Shield 72 SF ( For Arterials and Collectors )	711-1A-BCD	SF	5		
25	Route Shield 128 SF ( For Limited Access Roadways )	711-1A-BCD	SF	5		
<b>ARROWS</b>						
26	Thermoplastic, Standard, White, Arrow (Left or Right Turn)	711-11-170-1	EA	30		
27	Thermoplastic, Standard, White, Arrow (Straight)	711-11-170-2	EA	40		
28	Thermoplastic, Standard, White, Arrow (Merge)	711-11-170-3	EA	10		
29	Thermoplastic, Standard, White, Arrow (Turn and Through)	711-11-170-4	EA	50		
30	Thermoplastic, Standard, White, Arrow (Bike Lane)	711-11-170-5	EA	100		
31	Thermoplastic, Standard, White, Arrow (Wrong Way for Ramps)	711-11-170-6	EA	5		
<b>OTHER SURFACES</b>						
32	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	711-16-101	GM	1		
33	Thermoplastic, Standard-Other Surfaces, White, Skip, (10-30 Skip or 3-9 Lane Drop), 6"	711-16-131	GM	1		
34	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	711-16-201	GM	1		
35	Thermoplastic, Standard-Other Surfaces, Yellow, Skip, 6"	711-16-231	GM	1		
<b>GROUP 2: Thermoplastic Preformed Pavement Markings (Non-Skid)</b>						
36	Thermoplastic, Preformed, Non-Skid Premark Vizi-Grip Surface (or equal) 90 MIL (Bicycle with Rider & Helmet (L or R Facing), 6'6" x 3'4"	711-14-170	EA	25		
37	Thermoplastic, Preformed, Non-Skid Premark Vizi-Grip Surface (or equal) 90 MIL (Bike Lane Straight Arrow), 6'	711-14-170-1	EA	20		
38	Thermoplastic, Preformed, Non-Skid Premark Vizi-Grip Surface (or equal) 90 MIL (Bike Lane Turn Arrow L/R), 5'6" x 4'2"	711-14-170-2	EA	20		
39	Thermoplastic, Preformed, Roundabout Approach Lane Use Normal Arrow	920-711-A	SF	10		
40	Thermoplastic, Preformed, Roundabout Approach Lane Use Fish-hook Arrow	920-711-A	SF	20		
41	Speed Hump Markings 6 ft.	920-711-A	SF	20		
42	Speed Hump Markings 12 ft.	920-711-A	SF	20		
43	Yield Line	711-11-180	LF	4		

	<b>GROUP 3: Painted Pavement Markings (Waterborne Paint with Glass Spheres)</b>					
	<b>LINES</b>					
44	Painted Pavement Markings, Standard, White, Solid, 6"	710-11-101	LF	8,000		
45	Painted Pavement Markings, Standard, White, Solid, (Interchange & Urban Island), 8"	710-11-102	LF	10		
46	Painted Pavement Markings, Standard, White, Solid, (Crosswalk & Roundabout) 12"	710-11-123	LF	500		
47	Painted Pavement Markings, Standard, White, Solid, (Diagonal or Chevron) 18"	710-11-124	LF	100		
48	Painted Pavement Markings, Standard, White, Solid, (Stop Line or Crosswalk) 24"	710-11-125	LF	5,000		
49	Painted Pavement Markings, Standard, White, Skip, (10-30 or 3-9 Skip) 6"	710-11-131	LF	2,500		
50	Painted Pavement Markings, Standard, White, (2-4 Dotted Guideline/ 6-10 Dotted Extension) 6"	710-11-141	LF	1,000		
	<b>MESSAGES</b>					
51	Painted Pavement Markings, Standard, White, Message (RXR)	710-11-160-1	EA	2		
2	Painted Pavement Markings, Standard, White, Message (Only or Stop)	710-11-160-2	EA	50		
53	Painted Pavement Markings, Standard, White, Message (Merge)	710-11-160-3	EA	5		
54	Painted Pavement Markings, Standard, White, Message (School)	710-11-160-4	EA	10		
55	Painted Pavement Markings, Standard, White, Message (Undefined, ≤ 6 Letters)	710-11-160-5	EA	20		
56	Painted Pavement Markings, Standard, White, Symbol (Bike Man)	710-11-160-6	EA	200		
57	Painted Pavement Markings, Standard, Yellow, Solid, 6"	710-11-201	LF	7,200		
58	Painted Pavement Markings, Standard, Yellow, Solid, (Diagonal or Chevron) 18"	710-11-224	LF	85		
59	Painted Pavement Markings, Standard, Yellow, Skip, 6"	710-11-231	LF	50,000		
60	Painted Pavement Markings, Standard, Yellow, (2-4 Dotted Guideline / 6-10 Dotted Extension) 6"	710-11-241	LF	1,000		
	<b>ARROWS</b>					
61	Painted Pavement Markings, Standard, White, Arrows (Left / Right Turn)	710-11-171	EA	20		
62	Painted Pavement Markings, Standard, White, Arrows (Straight)	710-11-172	EA	20		
63	Painted Pavement Markings, Standard, White, Arrows (Merge)	710-11-173	EA	10		
64	Painted Pavement Markings, Standard, White, Arrows (Bike Lane)	710-11-174	EA	200		
	<b>GROUP 4: Permanent Tape Pavement Markings (High Performance)</b>					
65	Permanent Tape, White or Yellow, 6" with 1½" Black Contrast Border for Concrete Bridges	713-103-001	LF	100		
66	Removal & Surface Preparation	713-107	SF	100		
	<b>GROUP 5: Raised Retro-Reflective Pavement Markers (RPM's) &amp; Bituminous Adhesive</b>					
67	Retro-Reflective Pavement Marker, Class B, 4" x 4" Nominal, 2- Color Bi-Directional w/Two Reflective Faces (Any Color Combo)	706-3-1	EA	2,500		
68	Retro-Reflective Pavement Marker, Class B, 4" x 4" Nominal, 1- Color Bi-Directional (Any Color)	706-3-2	EA	5,000		
	<b>GROUP 6: Other</b>					
69	Removal of Existing Pavement Markings, Thermoplastic/Paint	711-17	SF	5,000		
70	Mobilization Surcharge for Work Orders Valued ≤ \$10,000	998-0000	%	10,000		
	<b>GROUP 7: UNSPECIFIED SERVICES</b>					
71	Labor (cost per technician per hour)		HR	1		
72	Material (For additional materials. Markup not to exceed 10%)		EA	1		
73	Equipment (Provide hourly use of specialty equipment)		HR	1		
	<b>GROUP 8: GREEN PAVEMENT MARKINGS</b>					
71	Green Pavement Markings - Epoxy	920-711-A	SF	3,000		
72	Green Pavement Markings – Preformed Panel	920-711-A	EA	40		
73	Green Pavement Markings – Paint	920-711-A	SF	5,000		
				<b>Grand Total</b>		

Bidders Name \_\_\_\_\_

Bidders Signature \_\_\_\_\_

**ATTACHMENT H, BIDDER'S QUESTIONNAIRE  
IFB NO. 22-TA004303JH**

**Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)**

1. Bidder Information

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

Full Legal Name of Company Including any DBA \_\_\_\_\_

Physical Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Bidder's primary contact for this solicitation

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

Business Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Bidding as:  individual  partnership  corporation  joint venture

4. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Bidder has been in business (under the above name) for \_\_\_\_\_ years.

6. Has Bidder had any bankruptcy filings in the past five years? \_\_\_\_\_, If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_

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

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

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9. Has Bidder been debarred or prohibited from providing a bid to a governmental entity in the past five years? If yes, name the entity and describe the circumstances.

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

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11. What major equipment does Bidder own to accomplish the work? (A listing may be attached)

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12. Is Bidder a local business as defined in Section A.38, Local Preference?  Yes  No  
(Bidder must, for at least six months prior to the advertisement date of this solicitation, have maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota county(s) with at least one full-time employee at that location).



## **EXHIBITS**

**Exhibit 1, Scope of Services**

**Exhibit 2, Minimum Qualifications**

**Exhibit 3, Sample Agreement**

**EXHIBIT 1, SCOPE OF SERVICES**

**IFB NUMBER 22-TA004303JH**

**PAVEMENT MARKING INSTALLATION AND MAINTENANCE**

**1-1 SCOPE**

The Public Works Department requires a contract for materials and services to install and remove thermoplastic and painted traffic markings, permanent tape, preformed markings, raised retro-reflective pavement markers and related devices and materials. Services include all materials, labor, equipment, and traffic control for work on roadways, bridges, and parking areas, as further described.

CONTRACTOR shall furnish all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, preparatory surface work, mobilization/demobilization, necessary disposal fees, traffic control, work certification and any incidentals to complete the pavement marking work. Unit prices shall be all-inclusive. No additional compensation beyond the pay items of this contract will be provided to the CONTRACTOR.

This is a work order contract where work will be released on an as-needed basis. The following list is intended to serve as a minor representation of some work orders that may be issued, and which is subject to change. County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County.

<b>Sample Pavement Marking Locations in Manatee County</b>	
<b>Street</b>	<b>Termini (From / To)</b>
59 <sup>th</sup> St W	Cortez Rd. to Manatee Ave W
75 <sup>th</sup> St W	Cortez Rd. to Manatee Ave W
75 <sup>th</sup> St W	53 <sup>rd</sup> Ave W to Cortez Rd
75 <sup>th</sup> St W	Manatee Ave W to DeSoto Park
University Pkwy	US301 to Cooper Creek Blvd
University Pkwy	Market St to Lorraine Rd
Lakewood Ranch Blvd	SR 70 to SR 64
Lakewood Ranch Blvd	University Pkwy to SR 70
53 <sup>rd</sup> Ave W	14 <sup>th</sup> St W to 75 <sup>th</sup> St W
26 <sup>th</sup> St W	Bayshore Gardens Pkwy to Cortez Rd
26 <sup>th</sup> St W	Cortez Rd to Manatee Ave W
Lorraine Rd	University Pkwy to SR 70
White Eagle Blvd	SR 70 to SR 64
Bayshore Gardens Pkwy	34 <sup>th</sup> St W to 14 <sup>th</sup> St W
63 <sup>rd</sup> Ave	14 <sup>th</sup> St W to US 301
44 <sup>th</sup> Ave	301 Blvd to US301
44 <sup>th</sup> Ave E	US 301 to 45 St E
CR675	US301 to SR64
CR 675	SR64 to SR 70

## 1-2 CONTRACTOR'S RESPONSIBILITIES AND REQUIREMENTS

### A. GENERAL REQUIREMENTS

#### **CONTRACTOR shall:**

1. Have applicable experience as a contractor performing traffic marking services and present similar contracts and contacts with agencies the size of Manatee County with bid.
2. Be prequalified in FDOT work class Pavement Marking. Bidders should provide copy of their FDOT Pavement Marking pre-qualification with their bid submittal.
3. Disclose any subcontractor that would be used to perform any work associated with this IFB and submit with bid submittal.
4. Provide a worksite traffic supervisor that is certified by the Florida Department of Transportation (FDOT) for Advanced Maintenance of Traffic. This person shall be on-site for the duration of all work activities. Certification shall be provided at the pre-commencement meeting.
5. Prepare and submit a Traffic Control Plan (TCP) in accordance with Section 3D. The Plan will be due at the pre-commencement meeting.
6. Designate a Contractor's Representative that is experienced with firm's operations and work requirements and whom will be present during work and authorized to act on behalf of the CONTRACTOR. This person shall be disclosed at the pre-commencement meeting.
7. Daily Work Notice: The CONTRACTOR shall inform the County Representative daily of the work areas being performed.
8. The CONTRACTOR shall provide an email no later than 8:00 AM, of a worksheet outlining the limits of the road segment to be worked that day so that the County Representative may visit same for inspection and tentative approval of work quality being accomplished.
9. When the CONTRACTOR has completed a road segment the County Representative shall be notified by email. Upon such notification a final inspection of the work shall be made within 48 hours (weekends excluded) and the CONTRACTOR notified as to acceptance or rejection of work.
10. In the event of unsatisfactory work, the CONTRACTOR shall be provided a "punch list" indicating the corrective measures necessary for approval of the work performed. The CONTRACTOR shall perform appropriate correction within five (5) working days. When the corrections have been made, the CONTRACTOR shall:
  - a. Notify the County Representative and a re-inspection will be made by the following business day (exception – holidays and weekends).
11. Provide the Services during normal working hours and off-peak hours. Normal working hours for the COUNTY'S Traffic Operations Division are 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding COUNTY holidays. If CONTRACTOR desires to work outside of the normal working hours (off-peak hours), CONTRACTOR shall provide the COUNTY a planned work schedule forty-eight (48) hours prior to the start of the planned work.
12. Provide the Services as directed by COUNTY. Not all tasks to be performed are included in Attachment G, Pricing Form. COUNTY reserves the right to add, delete, and revise Line Items listed in Attachment G, Pricing Form.
13. Provide all Services in accordance with the current editions of the following published documents: Manatee County Traffic Design Standards; Florida Department of Transportation (FDOT) Design Standards; Manual on Uniform Traffic Control Devices (MUTCD).
14. Provide products that are listed in the FDOT Approved Products List (APL) and Qualified Products List (QPL), unless otherwise indicated and approved by COUNTY.

15. Ensure that all equipment repairs conform to all applicable laws and safety requirements and are equipped with warning lights in accordance with 8-4.1 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.
16. Refer to the Manatee County Traffic Design Standards for additional details regarding material, installation, requirements.
17. Provide all Services in accordance with the standards established in the FDOT Maintenance Rating Program.
18. Ensure that all lane closures are preapproved by COUNTY and are in accordance with FDOT Standard Specifications. CONTRACTOR shall not occupy any portion of the roadway during peak traffic periods as may be established by COUNTY. The only exception is an emergency.
19. Ensure that all non-emergency Services are started within fourteen (14) calendar days from the date the Release Order is issued, unless otherwise agreed to by COUNTY.
20. Material and equipment storage will not be permitted within the Right-of-Way (ROW) limits on any state or COUNTY maintained roadway.
21. All materials must be new, unopened and in their original containers until the time of installation.
22. Ask questions and receive responses from COUNTY concerning interpretation, clarification or additional information pertaining to projects/tasks before beginning any work. CONTRACTOR shall have a full understanding of all projects/tasks before beginning work.
23. Replace removed pavement markings as directed by the COUNTY. Installation of replacement pavement markings shall occur the same day subsequent to their removal, unless directed otherwise by the COUNTY.
24. Ensure that any substitutions for replacement of existing pavement markings are preapproved, in writing, by COUNTY.
25. Immediately report to COUNTY any fatalities or serious injuries to its employees or members of the public.
26. Immediately report to COUNTY any damage of more than \$500.00 to COUNTY property or property adjacent to the worksite resulting from an employee accident during the performance of the work.
27. Ensure that all Maintenance of Traffic (MOT) certifications are current and provide proof of training upon request.
28. Ensure that all employees are trained in safe operation of the equipment necessary to do the work required under this Agreement. COUNTY shall have the authority to remove from the job site any of CONTRACTOR'S employees acting in a manner as to endanger the safety of CONTRACTOR'S employees, COUNTY'S employees, or that of the public.
29. Ensure and adhere to the following:
  - a. Preserve from damage on all existing property within the project limits of, or in any way affected by the work, the removal or destruction of which is not specified by COUNTY. This applies, but is not limited to public and private property, public and private utilities, trees, shrubs, crops, sod, signs, monuments, fences, guardrail, pipe, and underground structures public highways (except natural wear and tear of highway resulting from legitimate use thereof by CONTRACTOR).
  - b. Whenever CONTRACTOR'S activities damage such existing property, immediately restore it to a condition equal to or better than that existing at the time such damage occurred, at no expense to COUNTY.

## **B. EMERGENCY SERVICES REQUIREMENTS**

### **CONTRACTOR shall:**

1. Provide emergency services for emergency events, storms, incidents, and accidents that require short and long-term remediation and restoration efforts which may involve temporary modifications to pavement markings in support of Emergency Maintenance of Traffic installations such as lane shifts, modifications, contraflow, etc.

2. Provide availability to respond to and provide emergency services all hours outside of normal working hours, holidays, and weekends.
3. Respond to COUNTY within one (1) hour of being contacted by COUNTY via phone or email.
4. Report to the emergency work site location or locations within one (1) day of receiving work order authorization/notification from COUNTY. CONTRACTOR shall be onsite and ready to perform the work, with all material and equipment needed to perform the work, within one (1) day of receiving work order authorization/notification from COUNTY.
5. Provide an Emergency Contact to receive and respond to phone calls, E-mail and written work requests from COUNTY as follows:
  - a. The Emergency Contact shall be available seven (7) days per week, including all hours outside of normal working hours, holidays, and weekends.
  - b. The Emergency Contact shall be available to meet with COUNTY as needed and shall respond to COUNTY within one (1) hour of being contacted via phone or email.
  - c. CONTRACTOR shall immediately notify COUNTY of any changes to the Emergency Contact such as a new phone number, email address, etc.
  - d. CONTRACTOR shall require that their Emergency Contact be continuously available seven (7) days per week, including all hours outside of normal working hours, holidays, and weekends, for direction from COUNTY via cellular telephone, email, or other methods approved in advance by COUNTY.

### **C. TESTING AND INSPECTIONS**

CONTRACTOR'S work upon completion, will be subject to inspection by COUNTY prior to payment of invoice. No work shall be performed, nor materials used, without prior authorization by COUNTY. COUNTY shall have the authority to review and approve material submittals and perform inspections.

COUNTY shall have the authority to reject materials or suspend work at any time until any questions at issue can be resolved through the hierarchy of authority. All issues will be resolved as expeditiously as possible.

### **D. MAINTENANCE OF TRAFFIC**

The terms 'Traffic Control Plan' (TCP) and 'Maintenance of Traffic' (MOT) Plan are intended to be synonymous for the Maintenance of Traffic.

CONTRACTOR shall provide, install, and maintain MOT devices according to the FDOT Design Standards Index 600 series, latest edition and applicable laws and ordinances. The TCP shall provide a safe work zone and safe flow of traffic in and through the project site. CONTRACTOR shall maintain all traffic control devices required for the work. CONTRACTOR shall remove MOT devices when no longer required at no additional cost to COUNTY.

When a lane and/or road closure is required, CONTRACTOR shall submit a completed TCP to include details of the lane closure to COUNTY for approval at least ten (10) calendar days before the date of the proposed closure. No closures shall be implemented without COUNTY approval. CONTRACTOR shall be responsible for notifying FDOT and obtaining any required right-of-way permits for lane closures or road closures.

The CONTRACTOR shall be responsible to provide safety and maintenance of traffic (MOT) to safely maintain vehicular, bicycle and pedestrian traffic within the work limits and comply with all traffic safety requirements during all work. This includes any necessary detours, advance warnings and channelization or other features, both at the immediate work site and outlying points.

Worksite traffic supervisor shall be certified in Advanced MOT and shall be present at the work site at all times.

The CONTRACTOR shall provide all necessary MOT including signage arrow boards and flagging staff, etc., as necessary to perform work.

The CONTRACTOR shall prepare and submit a detailed TCP to the COUNTY for review and acceptance. The plan shall be designed to accomplish the work and shall incorporate the methods and criteria contained in the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, as adopted, and amended by the Florida Department of Transportation. A typical FDOT Index 600 Series MOT plan that is being proposed and shall be provided at the pre-commencement meeting.

The COUNTY may inspect and monitor the CONTRACTOR's traffic control scheme and devices. The CONTRACTOR shall inform the County Representative of any required alterations or adjustments to the control plan or devices for further review and acceptance.

#### **E. EMERGENCIES AT WORK SITE**

In the event of an emergency, CONTRACTOR shall immediately take appropriate action to notify emergency services as needed. CONTRACTOR shall inform COUNTY within twenty-four (24) hours of any incident or accident which occurs while in transit to and from work location or while performing work.

#### **F. PROJECT SCHEDULES**

COUNTY may assign an order of priority to projects. CONTRACTOR shall use the priorities given by COUNTY when developing a schedule.

#### **G. MOBILIZATION**

Mobilization includes collecting, preparing, and transporting materials and equipment to the work site(s). Only one (1) line item/lump sum fee is permitted for mobilization per each Work Order. Multiple line items/fees for mobilization per each Work Order will not be accepted by COUNTY.

#### **H. WORK AREA CLEAN-UP**

During the progress of the work, CONTRACTOR shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminants resulting from the work.

Following completion of the work, CONTRACTOR shall remove all waste material, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment, machinery, and surplus material. CONTRACTOR shall leave the site clean and ready for occupancy by COUNTY at substantial completion of the work.

CONTRACTOR shall take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, sidewalks, drains, sewers, utilities, trees, mailboxes, landscaping, structures, poles, and appurtenances from damage due to work. Responsibility and payment for correction of such damage is the sole responsibility of CONTRACTOR.

## **I. MATERIALS**

CONTRACTOR shall provide upon request, to the COUNTY, copies of all delivery tickets and/or invoices for all material and equipment to be used for each project.

## **J. SAFETY – UTILITY COORDINATION**

CONTRACTOR is responsible for providing for the safety of all CONTRACTOR'S and subcontractor's employees at the work site.

## **K. CONTAMINATION**

Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid, or any other hazardous material shall immediately be repaired by CONTRACTOR to stop the leak.

CONTRACTOR shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules, and regulations within twenty-four (24) hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to COUNTY.

## **L. PERMITS/ FEES/ REGULATIONS**

CONTRACTOR is required to give all necessary notices, obtain all permits and inspections, and pay all costs in connection with the work.

CONTRACTOR shall assure compliance with all OSHA; EPA; and/or federal, state, and local rules and regulations. Any conflicts between the specifications and compliance with rules and regulations shall be brought to the attention of COUNTY and resolved before the work is to continue.

### **1-3 METHOD OF PAYMENT**

The Services specified herein will be paid for in accordance with the Work Tasks/Pay Items listed in this Scope in Section 1-4 and the Line Items listed in Attachment G, Pricing Form, and shall be full compensation for all labor, equipment, tools, incidentals, including installation and tests as required, and any necessary vehicles and facilities necessary to facilitate the tasks described. No payment will be made until appropriate inspections and/or tests of the work have been completed.

## 1-4 SPECIFICATIONS

### A. INSTALLATION & MATERIALS:

All materials and installation shall be with new materials meeting the minimum requirements of the Florida Department of Transportation (FDOT) Specifications for Road and Bridge Construction, Sections 706, 710, 711, 713, 970 and 971, as applicable, most recent edition, and be actively listed on the Approved Products List (APL), or as approved in writing by the COUNTY.

The CONTRACTOR shall be responsible for the proper use, handling, storage and disposal of all materials and waste generated from work.

### B. DEFECTIVE MATERIALS & WORK:

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the work site, unless otherwise permitted. All work, which has been rejected or condemned by the COUNTY shall be remedied, or, if deemed necessary, shall be removed, or replaced in an acceptable manner at the CONTRACTOR's expense.

Failure to remove rejected materials and refusal to remedy or replace defective work shall be cause for the COUNTY to withhold payment for work until it is remedied and accepted by the COUNTY.

Website for the above materials and installation are located at:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2017/JANUARY2017BK.shtm>

### C. CONFLICTING PLANS & SPECIFICATIONS:

Whenever a conflict appears between the plans and specifications, the more stringent requirement shall apply. If a conflict is of a nature requiring a decision, then a written request for clarification to the County Representative shall be made prior to starting that phase of work.

The FDOT APL is located at:

<https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications>

### D. INSTALLATION & REMOVAL WORK:

The work of the below Groups shall be performed with the materials, equipment, and method of application in accordance with the indicated Section of the FDOT Standard Specifications for Road and Bridge Construction as follows:

Attachment 'G' – Pricing Form Groups	FDOT SPECIFICATION
<b>Group 1:</b> Thermoplastic Pavement Markings, (Alkyd)	711 and 971
<b>Group 2:</b> Thermoplastic Preformed Pavement Markings (Non-Skid)	711 and 971
<b>Group 3:</b> Painted Pavement Markings (Waterborne Paint with Glass Spheres)	710 and 971
<b>Group 4:</b> Permanent Tape Pavement Markings (High Performance)	713 and 971
<b>Group 5:</b> Raised Retro-Reflective Pavement Markers (RPM) & Bituminous Adhesive	706 and 970
<b>Group 6:</b> Other <ul style="list-style-type: none"> <li>• Thermoplastic/Paint, Remove Existing Pavement Markings (excludes Group 4);</li> <li>• Mobilization Surcharge for Work Orders Valued ≤ \$10,000</li> </ul>	711 and 971
<b>Group 7:</b> Unspecified Services	
<b>Group 8:</b> Green Pavement Markings	FHWA Interim Approval IA-14

- a. All pavement marking material utilized as part of this contract shall be an approved material as listed on the Florida Department of Transportation (FDOT) Approved Products List (APL) current version.
- b. CONTRACTOR shall comply with manufacturer installation instructions and product literature to complete the work.
- c. The CONTRACTOR shall ensure proper surface preparation is performed for all permanent tape work.
- d. Removal of Tape and Surface Preparation: Any requirement for removal of lines and surface preparation shall be performed utilizing a contained water blasting method. Removal of lines shall be taken down to a minimum of 90%.

Group 7 Special Requirements:

- a. Green Pavement Markings shall be installed as directed and in accordance with FHWA's interim approval IA-14.
- b. The type of Green Pavement Marking material (Epoxy/ Preformed Thermoplastic/ Paint) to be used will be determined by the COUNTY based on specific application type and location. The CONTRACTOR shall coordinate with the COUNTY prior to ordering material or performing work.

## **E. WORK ASSIGNMENTS AND AUTHORIZATIONS:**

Measurement & Cost Estimate: Prior to start of each work assignment, the CONTRACTOR will be required to measure the work areas and provide a detailed cost estimate and time schedule to complete the work. The cost estimate shall detail all pay items.

The measurement, cost estimate and schedule shall be provided to the COUNTY within seven (7) calendar days of request for estimate.

The COUNTY is aware that actual measurements may change once work begins, and therefore an adjustment of 5% may be acceptable before additional authorization is required. Costs greater than 5% will require an adjusted Purchase Order, which shall then be considered authorization to proceed with the work.

Mobilization surcharge shall be charged only once per Work Order valued at \$10,000 or more. Each work order may contain multiple project site assignments. The COUNTY may issue Work Orders valued less than \$10,000. In the event a work order falls below that minimum value, then a mobilization surcharge will be available at the cost bid for the Work Order.

CONTRACTOR shall perform work on weekdays and evenings during non-peak traffic hours of 9:00 a.m. – 3:00 p.m. and 9:00 p.m. - 6:00 a.m., unless the County Representative approves a deviation from this schedule. Work shall not typically be performed on Saturdays, Sundays, or recognized Holidays.

Proposed deviations from this schedule shall be in writing to the County Representative one (1) week in advance for approval.

CONTRACTOR shall diligently complete work assignments on consecutive working days to meet the time schedule for completion. Work excludes stoppages due to inclement weather or delays caused by the COUNTY.

The County Representative will authorize the start of the work orders in the form of a Purchase Order issued that will be established for this contract. This Purchase Order shall be considered authorization to coordinate and complete the work. Work shall continue on consecutive working days until completion.

Upon completion of individual work order assignments, the CONTRACTOR will be required to provide written documentation certifying that all work was performed in compliance with these specifications, FDOT standards and 3M product certification. This document shall be provided prior to or at the time of invoicing and shall be sent separately to the County Representative.

Final acceptance of work will occur upon the County Representative or designee's inspection and acceptance of the CONTRACTOR's work being satisfactorily completed and upon receipt of the Certification of Work noted above.

## **1-5 PAY ITEMS**

The unit prices for bid/pay items for these specifications are all-inclusive. They include all supervision, quality control, labor, materials, equipment, tools, transportation, overhead, profits, supplies, manpower, preparatory surface work, mobilization/demobilization, traffic control, work certification and disposal fees and any other incidental items necessary to complete the work.

### **1. THERMOPLASTIC PAVEMENT MARKINGS (ALKYD):**

Method of Measurement: The total quantity of thermoplastic pavement markings is based on the actual unit of measure of material installed and accepted by the COUNTY. Unpainted/un-striped gaps will not be measured or paid for.

Basis of Payment: Payable at the contract unit price bid per the following units:

Group 1	Thermoplastic, Standard (Solid or Skip)	LF
Group 1	Thermoplastic, Standard (Solid or Skip)	GM
Group 1	Thermoplastic Messages	EA
Group 1	Thermoplastic Arrows	EA
Group 1	Thermoplastic, Standard-Other Surfaces	GM

Reference: All work and materials shall be in accordance with FDOT Specification 711 and 971.

### **2. THERMOPLASTIC PREFORMED PAVEMENT MARKINGS (NON-SKID):**

Method of Measurement: The total quantity of non-skid thermoplastic pavement markings installed and accepted by the COUNTY.

Basis of Payment: Payable at the contract unit price bid per each.

Group 2	Thermoplastic, Preformed, Non-Skid	EA
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Reference: All work and materials shall be in accordance with FDOT Specification 711 and 971.

### **3. PAINTED PAVEMENT MARKINGS (WATERBORNE PAINT WITH GLASS SPHERES):**

Method of Measurement: The total quantity of painted pavement markings is based on the actual unit of measure of material installed and accepted by the COUNTY. Unpainted/un-striped gaps will not be measured or paid for.

Basis of Payment: Payable at the contract unit price bid per the following units:

Group 3	Painted Pavement Markings, Standard (Lines)	LF
Group 3	Painted Pavement Markings, Standard (Messages)	EA
Group 3	Painted Pavement Markings, Standard (Arrows)	EA

Reference: All work and materials shall be in accordance with FDOT Specification 710 and 971.

### **4. PERMANENT TAPE PAVEMENT MARKINGS (HIGH PERFORMANCE):**

Method of Measurement (Permanent Tape): The total quantity of permanent tape pavement markings is based on the actual unit of measure of material installed and accepted by the COUNTY. Unpainted/un-striped gaps will not be measured or paid for.

Basis of Payment: Payable at the contract unit price bid per linear foot

Group 4	Permanent Tape, White or Yellow, 6" with 1 1/2" Black contrast border for concrete bridges	LF
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Method of Measurement (Removal): The total quantity of removed permanent tape pavement markings including surface preparation using water blasting method and accepted by the COUNTY.

Basis of Payment: Payable at the contract unit price bid per square foot.

Group 4	Removal & Surface Preparation	SF
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Reference: All work and materials shall be in accordance with FDOT Specification 713 and 971

**5. RAISED RETRO-REFLECTIVE PAVEMENT MARKERS (RPM'S) & BITUMINOUS ADHESIVE:**

Method of Measurement (Permanent Tape): The total quantity of RPM's installed including bituminous adhesive and removal of existing RPM's and accepted by the COUNTY.

Basis of Payment: Payable at the contract unit price bid per each.

Group 5	Retro- Reflective Pavement Markers	EA
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Reference: All work and materials shall be in accordance with FDOT Specification 706 and 970.

**6. OTHER:**

Method of Measurement (Removal of Existing Pavement Markings Thermoplastic/Paint): The total quantity of thermoplastic or painted pavement markings removed and accepted by the COUNTY.

**NOTE**: Removal method (grinding or waster blasting) to be determined per work assignment by the County.

Basis of Payment: Payable at the contract unit price bid per square foot.

Group 6	Removal of existing pavement markings, Thermoplastic/Paint	SF
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Reference: All work and materials shall be in accordance with FDOT Specification 711 and 971.

Method of Measurement (Mobilization Surcharge): The total quantity of mobilizations performed with a single work order value of ≤ \$10,000, as defined under 4H, and accepted by the COUNTY.

Basis of Payment: Payable at the contract unit price bid per each.

Group 6	Mobilization surcharge for work orders valued ≤\$10,000	EA
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Reference: Non-standard specification.

**7. Unspecified Services:**

Method of Measurement: Work will be paid by a portion of the unspecified work allowance that has been established in this contract on a case-by-case basis. The cost shall be determined by negotiation with costs fully documented and authorized by the COUNTY.

Basis of Payment: Payable at the negotiated and authorized lump sum cost per each.

Group 7	Unspecified Services	EA
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**8. GREEN PAVEMENT MARKINGS:**

Method of Measurement: Work will be paid by per SF applied. Specific material application to be used will be indicated by the County at the time of bid request and on a case-by-case basis.

Basis of Payment: Payable at the negotiated and authorized bid cost per SF.

Group 8	Green Pavement Markings - Epoxy	SF
Group 8	Green Pavement Markings – Preformed Panel	SF
Group 8	Green Pavement Markings – Paint	SF

Reference: All work and materials shall be in accordance with FHWA Interim Approval IA-14

**9. DELIVERABLES:**

WORK CERTIFICATION: All Work shall be guaranteed for eighteen (18) months after the date of final acceptance and certificate of completion of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the COUNTY under the laws of the State of Florida.

WARRANTY: The CONTRACTOR shall obtain and assign to the COUNTY (in County’s name) all manufacturer’s warranties. The warranty shall be in effect for all materials incorporated into the work of this Contract. The warranty period shall begin upon completion of and written acceptance by the COUNTY of each individual Work Order.

END OF EXHIBIT 1

## **EXHIBIT 2, MINIMUM QUALIFICATIONS**

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

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

**No documentation is required. The County will verify registration.**

2. Bidder must be prequalified in the FDOT work class of: Pavement Marking.

**Bidders must provide copy of their FDOT Pavement Marking pre-qualification with their bid submittal.**

3. Bidder must employ a minimum of at least one (1) individual in each work crew who possess a valid International Municipal Signal Association (IMSA), Traffic Sign & Marking Level II Certification.

**Bidder must Provide a copy of their employee's Traffic Sign & Marking Level II Certifications issued by the IMSA.**

4. Bidder must employ a minimum of one (1) individual who possesses a current, valid Intermediate Maintenance of Traffic (MOT) Level Certification issued by the Florida Department of Transportation (FDOT). All other crew members must be trained and hold a valid MOT Certification provided through an FDOT approved training provider. All MOT Certifications must be current, and proof of training shall be provided upon request.

**Bidder Must Provide a copy of their employee's Intermediate MOT Certification issued by FDOT.**

5. Bidder must have served as the prime contractor for a minimum of five (5) projects for the provision of Pavement Marking Installation and/or Maintenance. Bidder may substitute a combination of a minimum of two (2) projects as the prime contractor plus a minimum of three (3) projects as the subcontractor. The projects must have been completed within the last five (5) years since August 1, 2017. Contact provided must be willing to respond to an email inquiry by the County.

**Provide the following information for the five (5) 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

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

**No documentation is required. The County will verify.**

7. Bidder is not on the Federal Excluded Parties (Convicted Vendor) List

**No documentation is required. The County will verify.**

8. Bidder is not on the FDOT Contractor Suspension List

**No documentation is required. The County will verify.**

9. 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 and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five years.**

10. 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.**

11. Bidder has no reported conflict of interests in relation to this IFB.

**If no conflicts of interests are present, Bidder must submit a fully completed copy of E.**

**If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.**

END OF EXHIBIT 2



**AGREEMENT No. [number]**

**[TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[CONTRACTOR NAME]  
(CONTRACTOR)**

## **AGREEMENT FOR [TITLE]**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 4. COMPENSATION**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT**

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

#### **ARTICLE 9. TERMINATION OF AGREEMENT**

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

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

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

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

#### B. TERMINATION WITHOUT CAUSE:

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

## **ARTICLE 10. TRANSITION SERVICES UPON TERMINATION**

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

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

## **ARTICLE 11. DISPUTE RESOLUTION**

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

## **ARTICLE 12. COMPLIANCE WITH LAWS**

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

## **ARTICLE 13. NON-DISCRIMINATION**

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

## **ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

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

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

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

#### **ARTICLE 15. PUBLIC RECORDS**

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

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

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

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

**Phone: 941.742.5845**

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

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

**ARTICLE 16. INDEMNIFICATION**

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

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

#### **ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY**

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

#### **ARTICLE 18. INSURANCE**

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

#### **ARTICLE 19. SOLICITATION OF AGREEMENT**

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

#### **ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING**

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

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

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

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

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

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

#### **ARTICLE 22. KEY PERSONNEL**

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

[Enter Name, Title]

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

#### **ARTICLE 23. SUB-CONTRACTORS**

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

#### **ARTICLE 24. LIABILITY FOR NEGLIGENCE.**

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

## **ARTICLE 25. NOTICES**

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

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

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

## **ARTICLE 26. RELATIONSHIP OF PARTIES**

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by 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 27. 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 28. ETHICAL CONSIDERATIONS**

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

## **ARTICLE 29. PUBLIC ENTITY CRIMES**

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

## **ARTICLE 30. TAXES**

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

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

## **ARTICLE 31. FORCE MAJEURE**

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

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

## **ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE**

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

## **ARTICLE 33. ATTORNEY FEES**

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

## **ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY**

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

### **ARTICLE 35. AMENDMENTS**

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

### **ARTICLE 36. SEVERABILITY**

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

### **ARTICLE 37. LEGAL REFERENCES**

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

### **ARTICLE 38. HEADINGS, CONSTRUCTION**

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

### **ARTICLE 39. TIME**

For purposes of computing 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 40. AUTHORITY TO EXECUTE**

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

*[Remainder of page intentionally left blank]*

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

**CONTRACTOR NAME**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

Sample

**EXHIBIT A, SCOPE OF SERVICES**

Sample

## **EXHIBIT B, FEE RATE SCHEDULE**

### **1. FEES**

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

### **2. ESCALATION/DE-ESCALATION**

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

[Remainder of page intentionally left blank]

Sample

**EXHIBIT C, AFFIDAVIT OF NO CONFLICT**

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by [NAME] \_\_\_\_\_, as [TITLE] \_\_\_\_\_  
\_\_\_\_\_ of [CONTRACTOR] \_\_\_\_\_. He / She is  
personally known to me or has produced \_\_\_\_\_  
[TYPE OF IDENTIFICATION] as identification.

\_\_\_\_\_  
Notary Signature  
Commission No. \_\_\_\_\_

## **EXHIBIT D, INSURANCE AND BOND REQUIREMENTS**

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

### ***Automobile Liability Insurance Required Limits***

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

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

*This policy shall contain severability of interests' provisions.*

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

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

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

*This policy shall contain severability of interests' provisions.*

### ***Employer's Liability Insurance***

Coverage limits of not less than:

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

***Worker's Compensation Insurance***

**US Longshoremen & Harbor Workers Act**

**Jones Act Coverage**

Coverage limits of not less than:

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

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

**Aircraft Liability Insurance Required Limits**

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

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a '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, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

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

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

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

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

**Liquor Liability Insurance**

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

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

**Garage Keeper's Liability Insurance**

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

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

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

**Bailee's Customer Liability Insurance**

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

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

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

**Hull and Watercraft Liability Insurance**

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

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

**Other [Specify]**

**REQUIRED BONDS**

**Bid Bond**

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

**Payment and Performance Bond**

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

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

## ***I. INSURANCE REQUIREMENTS***

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

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

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

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

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

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

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

## ***II. General Insurance Provisions Applicable To All Policies:***

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

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

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

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

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

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

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

### ***III. BONDING REQUIREMENTS***

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

***CONTRACTOR'S INSURANCE STATEMENT***

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

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

Contractor's Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

Sample

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