



IFB NO. 21-R076431BB
TRAFFIC SIGNAL AND INTELLIGENT
TRANSPORTATION SYSTEMS
MAINTENANCE
(550-88)
MARCH 22, 2021

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

**ADVERTISEMENT, INVITATION FOR BID NO. 21-R076431BB
TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS 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 as-needed maintenance, installation, construction, and repair services for traffic signals, highway lighting, Intelligent Transportation Systems (ITS), and other related devices, as specified in this Invitation for Bid (IFB).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFB is **April 23, 2021 at 3:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 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 virtually by accessing the link below.

Zoom® Webinar Link: <https://manateecounty.zoom.us/j/86308241192>

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

SOLICITATION INFORMATION CONFERENCE:

There will not be a Solicitation Information Conference conducted for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this IFB to the Manatee County Procurement Division is April 9, 2021. 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:

Brooke Baker, CPPB, Procurement Team Leader

(941) 748-4501, Ext. 3039, Fax (941) 749-3034

Email: brooke.baker@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO BIDDERS

To receive consideration, entities who submit a response to this IFB (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 IFB is **April 23, 2021 at 3:00 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 virtually by accessing the link below.

Zoom® Webinar Link: <https://manateecounty.zoom.us/j/86308241192>

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 Virtual 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. 21-R076431BB, Traffic Signal and Intelligent Transportation Systems 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 Administration Building
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 > *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 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 Procurement 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 Procurement Official or designee, unless otherwise directed by the Procurement

Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract. 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 ninety (90) 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. 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 Procurement Official.

Protest must be in writing and delivered via email at 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 Procurement 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 Procurement Official in a publicly noticed meeting.

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the solicitation for 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 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 > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Question and Clarification Deadline	April 9, 2021
Final Addendum Posted	April 16, 2021
Bid Response Due Date and Time	April 23, 2021 by 3:00 P.M. ET
Projected Award	May of 2021

END SECTION A

SECTION B, TERMS AND CONDITIONS

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. The term of this agreement shall be for three (3) years 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

1. 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):
 - a. 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.
 - b. 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.
 - c. 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.
2. 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 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. 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.05 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. 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.06 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.07 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.08 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.09 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.10 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.11 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 IFB 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.12 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.13 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.14 DELIVERY

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

B.15 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.16 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.17 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.SCACCIAOCE@MYMANATEE.ORG,

MAIL: ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

B.18 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.19 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.

B.20 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.21 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.22 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.23 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.24 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.25 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.26 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.

The County, at its sole discretion, reserves the right, prior to making an award decision, to perform testing on some or all of Bidder's Products.

END SECTION B

SECTION C, ATTACHMENTS

(Bidder must complete all attachments and returned with Bid)

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Print or type Bidder's information below:

Name of Bidder: _____

Telephone Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Website Address: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

ATTACHMENT B, BID SIGNATURE FORM

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

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

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

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

[Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

I understand that no person or entity shall be awarded or receive a County 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;
- (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)

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

1. **“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.
2. 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.
3. 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

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: _____

ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT

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 WORKPLACE CERTIFICATION

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

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

[print individual's name and title]

for _____ 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 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. 21-R076431BB

TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS MAINTENANCE

Bidder must complete Attachment G, Pricing Form, as follows:

1. Bidder must submit, with its bid, an electronic copy of Attachment G, Pricing Form, in Microsoft Excel format, which is posted as a separate attachment on the Procurement webpage of the County's website with this solicitation and available for download.
2. Bidder must submit, with its bid, a hardcopy of Attachment G, Pricing Form, in Microsoft Excel format, which is posted as a separate attachment on the Procurement webpage of the County's website with this solicitation and available for download.
3. Bidder must sign and submit, with its bid, this Form attesting that Bidder declares the following:
 - a. We, the undersigned, hereby declare that we have carefully reviewed the IFB documents in their entirety and with full knowledge and understanding of the Bid information and all its requirements, submit this Bid, which is complete in meeting each specification, term, and condition contained therein.
 - b. As Bidder, we understand that the IFB documents, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between County and the successful Bidder.

Authorized Signature:_____ **Date:**_____

Printed Name:_____

Title:_____

SECTION C, EXHIBITS

EXHIBIT 1, SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

Manatee County is requesting bids from qualified Bidders for the provision of as-needed maintenance, installation, construction, and repair services for traffic signals, highway lighting, Intelligent Transportation Systems (ITS), and other related devices for the Manatee County Public Works Department, Traffic Operations Division.

The Public Works Department, Traffic Operations Division maintains over 225 traffic signals and over 4,000 street lights along state, county and city streets. Additional devices maintained include, but are not limited to, fiber optic communication cable, flashing beacons, microwave detection stations, Closed Circuit Television (CCTV) cameras, and dynamic message signs. The majority of all maintenance work is performed by County staff. The intent of this Agreement is to provide additional as-needed maintenance, installation, construction, and repair services for traffic signals, highway lighting, ITS, and other related devices for the County.

1.02 SCOPE

The successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all necessary labor, tools, licensing, certifications, transportation, materials, cleaning solutions, equipment, incidentals, and vehicles and facilities for transportation of all materials necessary to repair, construct, and maintain the County's traffic signals, highway lighting, and ITS. This includes, but is not limited to, signalization electrical and electronic equipment, hardware, structural supports, power service assemblies, pull boxes, cabling, conduit, protective devices, control devices, lighting, battery backup units, detection devices, and ITS components.

1.03 CONTRACTOR'S RESPONSIBILITIES AND REQUIREMENTS

A. GENERAL REQUIREMENTS

The Contractor must:

1. Provide as-needed maintenance, installation, construction, and repair services for traffic signals, highway lighting, ITS, and other related devices (hereinafter in this Scope referred to as Services).
2. Provide the Services during normal working hours. Normal working hours for the Manatee County Traffic Operations Division are 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding County holidays. If the Contractor desires to work outside of the normal working hours, the Contractor must get prior approval from the County. All requests must be made forty-eight (48) hours prior to the planned work schedule.
3. Provide the Services as directed by the County. Not all tasks to be performed are included in Attachment G, Pricing Form. The County

reserves the right to add, delete, and revise Line Items listed in Attachment G, Pricing Form.

4. 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); FDOT Minimum Specifications for Traffic Control Signals and Devices (MSTCSD); National Electric Code (NEC); and National Electrical Safety Code (NESC).
5. Provide all Services in compliance with the regulations and requirements of the Public Service Commission (PSC) and all other applicable laws, rules, and ordinances.
6. Provide products that are listed in the FDOT Approved Products List (APL) and Qualified Products List (QPL), unless otherwise indicated and approved by the County.
7. 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 Standard Specifications.
8. Adhere to the requirements of 29 CFR, Part 1910, OSHA and the American National Standard Safety Code for Crawler, Locomotive, and Truck Cranes, ANSI A29.2 1969, B30.5 1968, and A92.2 1969 for items relating to lifting devices such as cranes.
9. Refer to the Manatee County Traffic Design Standards for additional details regarding material, installation, and repair requirements.
10. Provide all Services in accordance with the standards established in the FDOT Maintenance Rating Program.
11. Ensure that all lane closures are preapproved by the County and are in accordance with FDOT Standard Specifications. The Contractor must not occupy any portion of the roadway during peak traffic periods as may be established by the County. The only exception is an emergency.
12. Provide the replacement of infrastructure (e.g. light poles) damaged by traffic crashes or natural causes within seven (7) calendar days from the date the Release Order is issued. In cases where shop drawings are required, the Contractor must expedite the preparation of the drawings and the ordering of the material to avoid any delays in the infrastructure's replacement. The Contractor must take immediate action to protect the safety of the public by removing any elements that may cause a hazard. Services also include the

removal and/or proper disposal of the damaged parts and debris; wiring/rewiring; and providing all hardware, splices, and related parts necessary to make a complete replacement installation.

13. 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 the County. Contractor must start work on all non-emergency projects/tasks within fourteen (14) calendar days from the date the Release Order is issued, unless otherwise agreed to by the County.
14. Ensure that all emergency Services are started within two (2) hours of work order authorization/notification from the County, unless otherwise agreed to by the County. Contractor must be onsite and ready to perform the work, with all material and equipment needed to perform the work, within two (2) hours of work order authorization/notification from the County.
15. Maintain all material and equipment storage sites outside the Right-of-Way (ROW) limits on any state or county maintained roadway. Materials may be temporarily stored on the ROW, except for medians, for a period not to exceed twenty-four (24) hours, with prior approval from the County. Materials stored along the roadway must be placed so as not to intrude into the clear recovery area, cause an unsafe condition, or to cause any inconvenience to the public. The County will not be held liable for any damages, incidents, or accidents that may occur as a result of storing material within the ROW.
16. Keep all new parts unopened and in their original containers until the time of installation.
17. Expedite the submittal of shop drawings for the County's approval to avoid any delays in completion of the Services.
18. Ask questions and receive responses from the County concerning interpretation, clarification, or additional information pertaining to projects/tasks before beginning any work. Contractor must have a full understanding of all projects/tasks before beginning work.
19. Install and replace all parts as originally designed by the manufacturer or by an alternate method with prior approval from the County.
20. Ensure that any substitutions for replacement of existing damaged equipment are both functionally and aesthetically compatible with the existing components and are preapproved, in writing, by the County.
21. Immediately report to the County any fatalities or serious injuries to its employees or members of the public.

22. Immediately report to the County any damage of more than \$500.00 to County property or property adjacent to the work-site resulting from an employee accident during the performance of the work.
23. Provide certification that confirms employees are trained in all appropriate safety practices contained within Section 29, Part 1910.333 of the Code of Federal Regulations (CFR) Occupational Safety and Health Administration (OSHA) relating to 'Lock-out, Tag-out' procedures prior to an employee being assigned to perform work under this Agreement and ensure employees apply these practices to the provision of the Services to the County.
24. Ensure that all Maintenance of Traffic (MOT) certifications are current and provide proof of training upon request.
25. Ensure that all employees are trained in safe operation of the equipment necessary to do the work required under this Agreement. The County shall have the authority to remove from the job site any of the Contractor's employees acting in a manner as to endanger the safety of the Contractor's employees, the County's employees, or that of the public.
26. Ensure the crew foreman and the foreman assistant are knowledgeable, experienced, and trained in the maintenance and repair of ITS.
27. 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 the 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, ITS facilities, traffic control signals and devices, highway lighting, and public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor).
 - b. County underground facility locations shown in the Plans are approximate. Unless otherwise shown in the Plans, County underground facilities will be located by the County through notification to "Sunshine 811".
 - c. Whenever the 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 the County.
 - d. Temporary repairs may be used to immediately restore ITS facilities and traffic control signals and devices. Permanent repairs to ITS facilities and traffic control signals and devices must be made within

ninety (90) calendar days of any temporary repairs and prior to final acceptance of the project. Submit permanent ITS facility repair plans to the County prior to beginning repair work.

B. EMERGENCY SERVICES REQUIREMENTS

The Contractor must:

1. Provide emergency Services for emergency events, storms, incidents, and accidents that require short and long term remediation and restoration efforts to repair various traffic control devices. Emergency Services may include long term traffic signal and sign repair, removal of downed poles or mast arms impeding or otherwise threatening the safe use of the public right of way, and the repair of the electrical system in a way that prevents electrical shock to any individuals who come in contact.
2. Ensure twenty-four (24) hours per day and seven (7) days per week availability for emergency Services; this includes all hours outside of normal working hours, holidays, and weekends.
3. Respond to the County within fifteen (15) minutes of being contacted by the County via phone or email.
4. Report to the emergency work site location or locations within two (2) hours of receiving work order authorization/notification from the County. Contractor must be onsite and ready to perform the work, with all material and equipment needed to perform the work, within two (2) hours of receiving work order authorization/notification from the County.
5. Provide an Emergency Contact Technician to receive and respond to verbal and written work requests from the County as follows:
 - a. The Emergency Contact Technician must be available twenty-four (24) hours per day and seven (7) days per week, including all hours outside of normal working hours, holidays, and weekends.
 - b. The Emergency Contact Technician must be available to meet with the County as-needed and must respond to the County within fifteen (15) minutes of being contacted via phone or email.
 - c. The Contractor must immediately notify the County of any changes to the Emergency Contact Technician such as a new technician or replacement technician, phone number, email address, etc.
 - d. The Contractor must require that their Emergency Contact Technician be continuously available twenty-four (24) hours per day and seven (7) days per week, including all hours outside of normal working hours, holidays, and weekends, for direction from the County via cellular telephone, electronic paging device, email, or other methods approved in advance by the County.

C. EMERGENCY, PRIORITY, AND ROUTINE FAILURES

The Contractor must provide Emergency, Priority, and Routine Services within the required response times as follows:

1. **Emergency Failures** are failures that represent an immediate risk to the public, failures that cause a closure of the public travel-ways, or failures to the communications network that render the Advanced Traffic Management System inoperable.
 - a. Upon notification of an **Emergency Failure** from the County, the Contractor must respond and complete repairs or eliminate the instant danger within four (4) hours of the reported incident. The notification from the County may be verbally by telephone, email, facsimile, or text message.
2. **Priority Failures** are failures of individual components or systems that are adversely affecting the proper operation and full functionality of the signal, lighting system or ITS device.
 - a. Upon notification of a **Priority Failure** from the County, the Contractor must respond and complete repairs or restore proper operation within twenty-four (24) hours of the reported incident. The notification from the County may be verbally by telephone, written letter, system report, email, facsimile, text message, or through the daily/weekly maintenance check.
3. **Routine Failures** are failures that, while requiring attention, are not adversely affecting the immediate operation of the signal, lighting system or ITS device.
 - a. Upon notification of a **Routine Failure** from the County, the Contractor must respond and complete repairs within seven (7) calendar days of the reported incident, or a longer timeframe as approved by the County. The notification from the County may be verbally by telephone, written letter, system report, email, facsimile, text message, or through the daily/weekly maintenance check.

D. TESTING AND INSPECTIONS

Upon completion, all work is subject to inspection by the County prior to payment of invoice. No work shall be performed, nor materials used, without prior authorization by the County. The County Representative shall have the authority to review and approve material submittals and perform verification tests.

The County's Representative 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.

E. MAINTENANCE OF TRAFFIC

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

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

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

F. EMERGENCIES AT WORK SITE

In the event of an emergency, the Contractor must immediately take appropriate action to notify emergency services as needed. The Contractor must inform the 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.

G. PROJECT SCHEDULES

The County Project Manager may assign an order of priority to projects. The Contractor must use the priorities given by the County when developing a schedule.

H. MOBILIZATION

Mobilization includes flag persons, cones, signs, and temporary maintenance. Only one (1) line item/lump sum fee is permitted for mobilization per Release Order. Multiple line items/fees for mobilization per Release Order will not be accepted by the County. Contractor must combine all mobilization fees together for one (1) line item having one (1) lump sum fee per Release Order.

I. WORK AREA CLEAN-UP REQUIREMENTS

The Contractor must ensure and adhere to the following:

1. During the progress of the work, the Contractor must 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.
2. Following completion of the work, Contractor must remove all waste material, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment, machinery, and surplus material.

The Contractor must leave the site clean and ready for occupancy by the County at substantial completion of the work.

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

J. MATERIALS

The Contractor must provide, to the County immediately upon delivery or as soon thereafter as is practical, copies of all delivery tickets and/or invoices for all material and equipment to be used for each project,

K. SAFETY – UTILITY COORDINATION

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

The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 1-800-432-4770 or www.callsunshine.com, no less than two (2) business days, forty-eight (48) hours, and no more than five (5) business days before beginning any excavation, the Contractor must provide notification according to the procedures of the F.S. Chapter 556.

L. CONTAMINATION

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

The Contractor must 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 must be at no cost to the County.

M. 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 must assure compliance with all OSHA; EPA; and/or federal, state, local rules and regulations. Any conflicts between the specifications and compliance with rules and regulations must be brought to the attention of the County's Representative and resolved before the work is to continue.

1.04 COUNTY RESPONSIBILITIES

The County shall provide the Contractor with a listing of all locations and identification numbers of the devices covered under this Agreement prior to commencement of Services.

1.05 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 1.06 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.

1.06 WORK TASKS / PAY ITEMS

1. ITEM NO. 630-2-AB / CONDUIT / LINEAR FEET (LF)

A = Operation

1 - Furnish & Install

B = Installation Method

1 (open trench) Underground

2 (Directional Bore) Underground or Under pavement

3 (Jack & Bore) Typically under railroad

4 (Aboveground)

5 (Bridge Mount)

- a. Payment for these items will be full compensation for all locating work, trenching, backfilling, bends, anchors, connections miscellaneous materials, surface restoration, labor and equipment required to construct a new conduit run, as approved by the County.
- b. The conduit trench surface must be stabilized and restored by the Contractor to a maintenance free condition as part of this item.
- c. MEASUREMENT – TRENCH or BORE: Measurement is for the straight line HORIZONTAL DISTANCE of the trench or bore, from pull box to pull box, with no allowance for sweeps or vertical distance. No additional payment will be made for multiple runs of conduit within a trench or bore.
- d. MEASUREMENT – ABOVEGROUND or BRIDGE MOUNT: Measurement will be for the actual length of conduit used.
- e. Aboveground conduit must be measured by the Contractor, sketched and documented for submission to the County for payment. Payment will be based on the actual linear feet installed.
- f. Grounding for all metal conduit runs is included as an incidental cost under the conduit pay items.

2. ITEM NO. 632-7-A / SIGNAL CABLE / MIXED

A = Operation

- 1 (New or Reconstructed Intersection- Furnish & Install) PI
- 2 (Repair, Replacement, and other operations- Furnish & Install) LF
- 4 (Adjust/Modify) PI
- 6 (Remove- Intersection) PI
- 7 (Remove- Outside of Intersection) LF

- a. This pay item is for traffic signals and traffic control devices only.
- b. Includes cable, support wire, cable ties, cable clamps, lashing wire, terminal connectors and cable grounding, within the normal limits of the intersection. May include total intersection replacement, and/or pedestrian signals, as noted in the plans.
- c. For New or Reconstructed Intersections, use the per Intersection pay item. This includes intersections where new poles are installed/relocated. Includes all lashing wire and tie wraps for span wire installations.
- d. For Repairs/Replacement/Other operations where new signal cable is needed, use the linear foot pay item. This includes non-intersection school zone signals, adding a signal head to an existing mast arm or span wire, or signal cables outside of an intersection.
- e. REMOVE: Payment includes all signal cable per intersection or per LF for other applications, such as between a controller and flashing beacon sign(s). Detail quantity/location in the plans.

3. ITEM NO. 634-4-ABC / SPAN WIRE ASSEMBLY / PER INTERSECTION (PI)

A = Operation

- 1 (Furnish & Install)
- 3 (Install), NOT USED
- 4 (Adjust) BC=00, NOT USED
- 5 (Replace), for maintenance activities
- 6 (Remove, poles to remain) NOT USED
- 7 Re tension

B = Attachment Type

- 4 (Single Point)
- 5 (Two Point)

C = Type Span

- 1 (Perpendicular)
- 2 (Diagonal) see details above; flashing beacon installations only
- 3 (Box or Drop Box)
- 4 (Other) NOT USED

- a. This pay item is for permanent traffic signals and traffic control devices only.
- b. Use the two point attachment type pay items as applicable. Perpendicular spans, box spans or drop box spans must be used for all signal span wire assemblies. For new construction, diagonal span assemblies must only be used for flashing beacon installations.
- c. Other Span Type: Do not use for perpendicular, box, or diagonal spans. Complete plan details are required.
- d. Install span wire in accordance with FDOT Design Standards.
- e. OPERATIONS:
 - i. ADJUST: NOT TO BE USED FOR MOT or Temporary Signals. Adjust existing Span Wires, as detailed in the plans.
 - ii. REMOVE: Payment per intersection includes removing the span wire, messenger wire, and all miscellaneous materials supporting the traffic signals, signs, and other traffic control devices.
 - iii. REMOVE: When the poles are to be removed, "all attachments" are included with the removal cost; NO SEPARATE PAYMENT for removal of span wire.

4. ITEM NO. 635-2-AB / PULL & SPLICE BOX / EACH (EA)

A = Operation

- 1 (Furnish & Install)
- 3 (Install) B=0; item furnished by County
- 4 (Relocate) B=0; see detail
- 5 (Repair) maintenance use only

B = Cover Size; minimum depth per specification

- 1 (13 x 24) standard size
- 2 (17 x 30) large size
- 3 (30" X 60" rectangular) splice vault

- a. Use in accordance with Section 635 of the FDOT Standard Specifications.
- b. DIMENSIONS: For traffic signal applications, use spec size B=1[a]. For fiber optic cable applications, the spec calls for size B=2. All other sizes use spec B=0, County will furnish.
- c. INSTALL (A=3): Item furnished by maintaining agency.
- d. RELOCATE (A=4): Depending on the type of box, current condition, and the extent of the relocation, replacement versus relocation should be considered.
- e. REPAIR: To include full replacement of box to include lid.

5. ITEM NO. 639-1-ABC / ELECTRICAL POWER SERVICE / ASSEMBLY (AS)

A = Operation

1 (Furnish & Install)

4 (Relocate) C=0

6 (Remove) C=0

B = Type of Service

1 (Overhead)

2 (Underground)

C = Meter Base

1 (Furnished by Power Company)

2 (Purchased by Contractor)

3 (Provided by County)

- a. This pay item is for electrical power services for signals, lighting, ITS, and other roadway applications.
- b. Installations must adhere to FDOT Standard Specifications and Design Index 17736, Figure 'B'. Grounding is incidental to power service.
- c. Unless otherwise specified all new/rebuild electrical power service assemblies must be mounted on a separate 12ft, Class P-II, pre-stressed concrete pole.
- d. Payment for the following items will be for a complete electrical power service assembly to include support poles, conduit, wiring, meter can, circuit breakers, breaker panels and enclosures, and all other associated electrical power service equipment and assembly components.
- e. The pay items provided may make no distinction in voltage or amperage rating.
- f. The pay item structure provides for the installation, repair, relocation or removal of complete power services assemblies and should not be used as a basis for paying for individual components of an electrical power service.

6. ITEM NO. 639-2-A / ELECTRICAL SERVICE WIRE / LINEAR FEET (LF)

A = Operation

1 (Furnish & Install)

4 (Relocate)

- a. This pay item is for signals, lighting, ITS, and other roadway applications.

- b. MEASUREMENT: Payment is per length of complete wire run (all conductors included), not per each conductor.

7. ITEM NO. 639-4-A / EMERGENCY (PORTABLE)
GENERATOR/HOUSING / MIXED (MX)

A = Operation

1 (Furnish & Install) (Generator) EA for Emergency /Pre-Event contracts only

3 (Install) (Generator) EA. For Emergency /Pre-Event contracts only

4 (Install) EA, NOT USED

5 (Monitor and Refuel) (Generator) HR; For Emergency /Pre-Event contracts only

6 (Install) (Generator Housing Only) EA; housing furnished by County

- a. This Mixed pay item is for installation of generators and generator housings for traffic signals.
- b. Pay Item includes installation, refueling and monitoring of portable inverter/ generators to provide emergency response back-up power to traffic signals.
- c. Pay item includes the installation of generator housings to include concrete foundation, conduit, bonding and grounding, and electrical conductors.
- d. Coordinate procurement of the generator AND generator housing with Manatee County prior to purchase or use.
- e. INSTALL: Coordinate the use of this pay item with the County, to ensure the availability of generators, location for deployment, to review security measures for generator and instructions for returning the unit to Manatee County upon completion of assignment.
- f. Pay item includes installation and operation of a portable inverter/ generator within existing portable generator housings for the purposes of providing emergency backup power to traffic signals.
- g. MONITOR & REFUEL: This pay item includes monitoring and refueling of portable generators every 6 hours. Fuel to be included in payment for hourly rate. (No separate payment for fuel.)
- h. INSTALL GENERATOR HOUSING ONLY: This pay item is for the installation of a generator housing only to include concrete foundation, conduit, bonding and grounding, and electrical conductors. Housing to be provided by the County.

8. ITEM NO. 641-2-AB / PRESTRESSED CONCRETE POLE / EACH (EA)

A = Operation

1 (Furnish & Install)

- 3 (Install) B=0
- 6 (Complete/Deep Removal- Pedestal/Service Pole) B=0,
- 7 (Shallow Removal- Poles 30' and greater) B=0,
- 8 (Complete/Deep Removal- Poles 30' and greater) B=0,

B = Pole Type (defined in Design Standards)

- 1 (Type P-II Pedestal)
- 2 (Type P-II Service Pole)
- 3 (Type P-III)
- 4 (Type P-IV)
- 5 (Type P-V)
- 6 (Type P-VI)
- 7 (Type P-VII)
- 8 (Type P-VIII)
- 9 (Custom Design) * NOT USED

- a. This pay item is for traffic signals and traffic control devices only.
- b. Pole description, including the type, height, and other details will be provided by the County upon issuance of Release Order.
- c. This item is used as detailed on FDOT index 17725 and Index 17764 (pedestrian pedestal). Poles must be on the FDOT QPL.
- d. REMOVE: Includes the removal of pole, foundation, and any attachments (Vehicular Signal, Pedestrian Signal, Pedestrian Detector, span wire, or other). No separate payment for removal of attachments when removed with the pole. Items removed from the pole must be returned to the County.
- e. Shallow pole removal= depth of 4 feet
- f. Deep pole removal= complete removal
- g. B=9 (Custom Design): For use ONLY when design standard index does NOT apply.
- h. Designer must show complete dimensions for pole. Supporting calculations must be completed for intended signals application. Review specification requirements to determine if notes or modified specs are needed. Payment will be for the installation of frangible street light base to include the base, attachments, bolts and washers as per plans and standard indexes.

9. ITEM NO. 643-ABB / STRAIN POLE, WOOD / EACH (EA)

A = Operation

- 1 (Furnish & Install)
- 3 (Install) furnished by County
- 4 (Relocate)
- 6 (Remove) BB=00

BB = Pole Length (Specified In 5' Increments Only)

- a. This pay item is for traffic signals and traffic control devices only.
- b. Guying of all wood pole installations considered incidental.
- c. REMOVE: All wood poles are to be removed completely. Payment includes the removal of all attachments.

10. ITEM NO. 646-1-AB / ALUMINUM SIGNALS POLE / EACH (EA)

A = Operation
 1 (Furnish & Install)
 3 (Install) B=0
 4 (Relocate) B=0
 6 (Remove) B=0

B = Pole Type
 1 (Pedestal)
 2 (Pedestrian Detector Post)

- a. To be used in accordance with FDOT Design Standards, Index Nos. 17764 and 17784.
- b. INSTALL: The install operation should only be used when the item is furnished by the County for installation by the Contractor.
- c. REMOVE: The removal of the foundation is included with the removal of the pedestal, unless otherwise noted. All attachments are included with the removal of the pole (pedestrian detector, pedestrian signal, etc.) all equipment and material removed must be returned to the County.

11. ITEM NO. 649-3A-BCC / STEEL MAST ARM ASSEMBLY / EACH (EA)

A = Operation
 1 (Furnish & Install)
 3 (Install) BCC=000
 4 (Relocate) BCC=000
 6 (Remove) see remove options below, effective January 2015
 8 (Repair) BCC=000

B = Wind Speed
 2 (130 with signal back plates, Manatee County)

B = Remove Options
 1 (Pole Only, entire foundation remains) CC=00
 3 (Shallow, Bolt on attachment) CC=00
 5 (Deep, Bolt on attachment) CC=00

CC = Arm Length(s)
 For Single Arms
 01 (36)
 02 (46)
 03 (60)
 04 (70.5)
 05 (78)
 06 (36 w/ Luminaire)
 07 (46 w/ Luminaire)
 08 (60 w/ Luminaire)
 09 (70.5 w/ Luminaire)
 For Double Arm w/o Luminaire
 10 (36-36)
 11 (36-46)
 12 (36-60)
 13 (36-70.5)
 14 (46-46)
 15 (46-60)
 16 (46-70.5)
 17 (60-60)
 18 (60-70.5)
 19 (70.5-70.5)
 Custom/Non-Standard Arm Combinations
 99= (Custom) B=9, see details below

- a. This pay item is for traffic signals and traffic control devices only.
- b. Supports emergency removal of damaged mast arm assemblies and result of vehicle accidents for force majeure.
- c. Refer to the FDOT PPM (Plans Preparation Manual) for current FDOT Policy on the use of Mast Arms.
- d. Pole description, including the type, height, and other details must be included in the signal plans. Payment includes foundation, as well as all incidentals, per specifications.
- e. When "w/ Luminaire" is used, the County will provide detail luminaire requirements in the plans.
- f. Double Arm with luminaire requires special design (CC=99); not covered by design standard index. Complete calculations are required.
- g. BCC=999 (Custom) to be used only when wind loads, specifications and/or standards do not apply, due to significant design changes. Complete design calculations, including wind loads, are required in the plans.
- h. When street name signs are to be located on a signals mast arm, the County will provide the detailed information to include sign (size, shape, letters, etc.) in the SIGNING plans.

- i. REMOVE: Includes the removal of the foundation, as well as any attachments (vehicular/pedestrian signals, pedestrian detector, lighting, etc.)

12. ITEM NO. 650-1-AB / VEHICULAR TRAFFIC SIGNAL / ASSEMBLY (AS)

A = Operation

- 1 (Furnish & Install- Aluminum)*
- 2 (Furnish & Install- Polycarbonate with Aluminum Top Section)*
- 3 (Furnish & Install- Polycarbonate)*
- 4 (Furnish & Install- Programmable)*
- 5 (Install) B=0. Signal furnished by County.
- 6 (Remove- Poles to Remain) B=0.
- 7 (Relocate) B=0. DO NOT USE for MOT activities.

*NOT to be used for adding a section to an existing assembly; see pay item 650-2 for adding sections.

B = Sections, Ways

- 1 (1 Section, 1 way)
- 2 (1 Section, 2-4 ways)
- 3 (2 Section, 1-2 ways)
- 4 (3 Section, 1 way)
- 5 (3 Section 2-4 ways)
- 6 (4 Section, 1 way)
- 7 (4 Section, 2-4 ways)
- 8 (5 Section- straight, 1 way)
- 9 (5 Section-cluster, 1 way)

- a. Pay item includes standard traffic signal with LED indications, back plates, visors, and all other materials necessary for a complete installation.
- b. INSTALL only: material to be furnished by the County.
- c. REMOVE: No separate payment for signal head removal when the poles are to be removed.
- d. RELOCATE: Includes the removal of the signal head and re installation as instructed in the work request. Payment includes signal cable and all other materials necessary for a complete and acceptable relocation.
- e. NOTE: USE POLYCARBONATE SIGNAL HOUSING FOR ALL MAST ARM INSTALLATIONS AND ALUMINUM TOP SECTION W/ POLYCARBONATE BOTTOM SECTION SIGNAL HOUSING FOR SPAN WIRE INSTALLATIONS.

13. ITEM NO. 650-2-ABB / VEHICULAR SIGNAL AUXILIARIES / EACH (EA)

A = Operation

1 (Repair/Replace/Retrofit- Furnish & Install)

3 (Repair/Replace/Retrofit- Install) Item furnished by local agency

BB = Item

01 (Backplate – Black) NOT USED

02 (Backplate – Black with Retroreflective Border)

05 (Tunnel Visor)

06 (12" LED Module – Standard)

07 (8" LED Module – Emergency Signal)

08 (Add section/s to existing signal assembly)

a. This item is NOT TO BE USED FOR NEW SIGNAL ASSEMBLIES.

b. This item is intended for repair/replacement/retrofit of existing signal assemblies. Tabulate items by location in the work request.

14. ITEM NO. 653-1-AB / PEDESTRIAN SIGNAL / ASSEMBLY (AS)

A = Operation

1 (Furnish & Install LED Countdown)

3 (Install) B=0

4 (Relocate) B=0

6 (Remove Pedestrian Signal; pole/pedestal to remain) B=0

B = Ways

1 (1 way)

2 (2 ways)

a. This pay item is for traffic control devices. LED Countdown is the current standard.

b. REMOVE: No separate payment for removal of the Pedestrian Signal, when the pole/mast arm is being removed. See the pole/pedestal pay items.

15. ITEM NO. 654-2-AB / RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB) / MIXED

A = Operation

1 (Furnish & Install- AC Powered) B=1 or 2

2 (Furnish & Install- Solar Powered) B=1 or 2

3 (Install) B=0 NOT USED

4 (Relocate) B=0 NOT USED

5 (Adjust/Modify) B=0 NOT USED
6 (Remove) B=0 NOT USED
7 (Replace) B=0 for Maintenance use

B = Component

1 (Complete Assembly- Single Direction) AS
2 (Complete Assembly- Back-to-Back) AS
3 (Cabinet) EA NOT USED
4 (Signs and RRFB unit) EA NOT USED

- a. Refer to the FDOT Traffic Engineering Manual for additional information.
- b. COMPLETE ASSEMBLY: "includes a rectangular beacon and signs for each approach, sign support structure, cabinet, electronics, wiring, and pedestrian detector. Solar panels are included in the cost of the assembly, when shown in the plans." NOTE: a minimum of 2 assemblies are normally needed per mid-block crossing- one for each approach.
- c. SINGLE DIRECTION: Includes beacons and signs for one direction, with "everything on the post" included.
- d. BACK-TO-BACK: Includes beacons and signs for both directions, with "everything on the post" included.
- e. CABINET: Used for Maintenance activities only. For new installations, this item is included in the complete system.
- f. SIGNS AND RRFB UNIT: Includes the beacons, signs, AND attachment hardware for a single direction unit, for non-standard installations. The signs with beacon pair are one unit, per each.
- g. REPLACE: Maintenance use; Includes replacement of batteries, detectors, signal indications.

16. ITEM NO. 659-1-ABB / MAST ARM, SPAN WIRE, AND POLE MOUNTING ASSEMBLIES / EACH (EA)

A = Operation

1 (Repair/Replace/Retrofit- Furnish & Install) NOT for use with new signal assemblies
3 (Repair/Replace/Retrofit- Install) Item furnished by local agency

BB = Component

1 (Mast Arm Mounting Assembly) "Hanger"
2 (Span Wire Mounting Assembly) "Hanger" Other components, as requested

- a. Pay item includes replacement of damaged traffic signal and sign mounting hardware and adjustable hanger assemblies.

- b. NO SEPARATE PAYMENT will be made for hangers on new signal installations. This item is valid for repair /replacement /retrofit applications only.
- c. All materials used must be listed on the FDOT Qualified Products List (QPL)

17. ITEM NO. 660-2-ABB / LOOP ASSEMBLY / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install)

BB = Type
01 (Type A)
02 (Type B)
03 (Type C)
04 (Type D)
05 (Type E)
06 (Type F)
07 (Type G)
08 (Type H)

- a. This pay item is for traffic signals and traffic control devices only.
- b. Refer to FDOT Minimum Specifications for Traffic Control Signal Devices, as applicable. Includes cost of loop material, labor, equipment, etc. according to specifications. Price includes installation, splicing, 50ft or less of Belden 50-2 home run cable.

18. ITEM NO. 660-3-AB / VEHICLE DETECTION SYSTEM- MICROWAVE / EACH (EA)

A = Operation
1 (Furnish & Install) B=1 or 2
3 (Install) Department furnished equipment NOT USED
4 (Relocate) NOT USED
5 (Adjust/Modify) NOT USED
6 (Remove) B=0 NOT USED
8 (Preventative Maintenance) B=0 NOT USED
9 (Diagnosis and Misc. Repair) B=0 NOT USED

B = Component
0 (Complete System)
1 (Cabinet Equipment) NOT USED
2 (Above ground Equipment) Note: Mounting hardware and cabling is considered incidental to sensor.

- a. This item is intended for Vehicle Detection Systems, excluding Loop Systems. Details such as location of detectors, detection zones, and roadside components provided by County.

19. ITEM NO. 660-4-AB[c] / VEHICLE DETECTION SYSTEM-VIDEO / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) County furnished equipment
4 (Relocate)
5 (Adjust/Modify)
6 (Remove) B=0
8 (Preventative Maintenance) B=0
9 (Diagnosis and Misc. Repair) B=0

B = Component
0 (Complete System)
1 (Cabinet Equipment)
2 (Above ground Equipment) Note: County will indicate quantity and location of camera(s). Mounting hardware and cabling is considered incidental to camera(s).

[c] = [a] 4 Directions, w/ 4 cameras
[b] 3 Directions, w/ 3 cameras
[c] 2 Directions, w/ 2 cameras
[d] 1 Direction, w/ 1 camera

- a. This item is intended for Video Vehicle Detection Systems. Details such as location of detectors, detection zones, and roadside components will be provided by the County. All materials used must be on the FDOT APL and must be fully compatible with Manatee County's video detection systems.

20. ITEM NO. 660-5-AB / VEHICLE DETECTION SYSTEM-WIRELESS / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) Department furnished equipment
4 (Relocate)
5 (Adjust/Modify)
6 (Remove) B=0
8 (Preventative Maintenance) B=0
9 (Diagnosis and Misc. Repair) B=0

B = Component
0 (Complete System) only for A=6, 8, or 9

1 (Cabinet Equipment) Note: Pay item callout shall be used in plans to indicate QTY and location of shelf mount or detector-card style cabinet interface hardware required. Cabling, and other system components are considered incidental to interface card(s).

2 (Above ground Equipment) Note: Pay item callout shall be used in plans to indicate QTY and location of access point(s) or repeater(s) required. Mounting hardware and cabling is considered incidental to access point(s) and repeater(s).

3 (In-Road Electronics) Note: Pay item callout shall be used in plans to indicate QTY and location of wireless magnetometer sensors embedded in roadway

- a. This item is intended for Wireless Vehicle Detection Systems.
- b. Coordinate with the County regarding equipment specifications, location of detectors, detection zones, and roadside components.

21. ITEM NO. 665-1-AB / PEDESTRIAN DETECTOR / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) Dept. Furnished Equipment; B=0
4 (Relocate) B=0
5 (Adjust/Modify) B=0
6 (Remove- Pole/Pedestal to Remain) B=0
8 (Preventative Maintenance) B=0
9 (Diagnosis and Misc. Repair) B=0

B = Type
1 (Standard)
2 (Accessible)

- a. Pedestrian detectors may be mounted on poles, posts, or pedestals, in accordance with the FDOT Design Standards. Payment includes pedestrian information signs/sticker, as shown on FDOT Index 17784. Additional design guidance is available in MUTCD Section 4E.
- b. Note: Poles, posts, and pedestals are paid separately under PAY ITEMS 641-, 646-, or 649-.
- c. INSTALL: Detector and Sign to be furnished by the County. Incidental parts to complete the installation to be furnished by the Contractor.

- d. RELOCATE: County will provide relocation details in the work request.
- e. REMOVE- POLE/PEDESTAL TO REMAIN: All removed equipment must be returned to the County. Note- No separate payment for removal of pedestrian detector when pole/pedestal is removed (included with pole removal).

22. ITEM NO. 670-5-ABC / TRAFFIC CONTROLLER ASSEMBLY / ASSEMBLY (AS)

- A = Operation
- 1 (Furnish & Install)
 - 3 (Install) BC=00; County furnished
 - 4 (Modify) BC=00; DO NOT USE with a new controller
 - 5 (Relocate Controller and Cabinet) BC=00
 - 6 (Remove Controller and Cabinet) BC=00 effective 1-1-15

- B = Cabinet with Controller Type
- 1 (NEMA)
 - 5 (ATC)

- C = Special Features
- 0 (None)
 - 1 (One Preemption Plan)
 - 2 (Two Preemption Plans)

- a. This pay item is for traffic signals and traffic control devices only.
- b. Note that the controller assembly includes both the controller electronics and the cabinet. Cabinet and all internal electronic components must be listed on FDOT's QPL and strictly adhere to Manatee County specifications and standards.
- c. FURNISH & INSTALL: includes all work and materials to set-up controller in the cabinet. County will provide all timing plan and program set up data.
- d. MODIFY: Tech specs required to detail work to be completed. DO NOT USE this pay item for set- up of new controllers.
- e. For Special Type, detail all components.
- f. REMOVE: Includes the removal of the cabinet, all electronics, and base/foundation.
- g. The description, materials, construction/installation requirements and method of measurement will be provided in the work request to clearly define the work to be completed for payment under this item.

23. ITEM NO. 676-2-ABB / ITS CABINET / EACH (EA)

A = Operation

- 1 (Furnish & Install)
- 3 (Install) BB=00
- 4 (Relocate) BB=00
- 5 (Adjust /Modify) BB=00
- 6 (Remove) BB=00

BB = Description- Function, Type and Size

- 1 (ITS Cabinet, pole mount)
- 2 (ITS Cabinet, pole mount w/sunshields)
- 3 (ITS Cabinet, base mount)
- 4 (ITS Cabinet, base mount w/sunshields) For unwired cabinet, use 676-1.

BB = Description-Type and Size

- 1 (336, 24" W x 36" H x 20" D)
- 2 (336S, 24" W x 46" H x 22" D)
- 3 (334, 24" W x 66" H x 30" D)

- a. This cabinet is used to house traffic control devices and other electronics associated with Intelligent Transportation Systems.
- b. The cabinet assembly includes both the ITS electronics and the cabinet. Cabinet and all internal electronic components must be listed on FDOT's QPL and strictly adhere to Manatee County specifications and standards.

24. ITEM NO. 680-1-ABC / SYSTEM CONTROL EQUIPMENT / EACH (EA)

A = Operation

- 1 (Furnish & Install) C=2 or 3
- 3 (Install) BC=00
- 4 (Relocate) BC=00
- 5 (Adjust/Modify) BC=00
- 6 (Remove) BC=00
- 9 (Diagnostic and Misc. Repair) BC=00

B = System Type

- 1 (Adaptive Signal Control System - NEMA)
- 2 (Adaptive Signal Control System - 170)

C = Component

- 0 (Complete System) detail n plans all work/components involved
- 2 (Cabinet Equipment)

3 (Above Ground Equipment)

- a. Specification currently only includes Adaptive Signal Control System.
- b. Furnish & Install: Use BOTH 687-1-ABC pay items for cabinet equipment (1 each per cabinet) and above ground equipment (1 each per sensor).
- c. INSTALL: Use BC=00. Detail components to be installed in the plans, including location of sensor(s). Components to be furnished by FDOT or local agency; include contact information in the plans.
- d. ADJUST/MODIFY: Detail work to be completed in the plans or specifications.
- e. REMOVE: Use BC=00. Detail work to be completed in the plans or specifications, including the quantity and location of the item(s) to be removed. Use a quantity of 1 each per complete system.

25. ITEM NO. 682-1-AB / CCTV CAMERA / EACH (EA)

- A = Operation
- 1 (Furnish & Install)
 - 3 (Install)
 - 4 (Relocate) B=0
 - 5 (Adjust /Modify) B=0
 - 6 (Remove & Dispose) B=0
 - 7 (Remove & Stockpile) B=0
 - 8 (Maintenance, clean lenses, pressurize dome)
 - 9 (Misc. diagnostic and repair)

- B = Type
- 1 (Dome enclosure, pressurized)
 - 2 (External positioner, pressurized)
 - 3 (Dome enclosure, non-pressurized)
 - 4 (External positioner, non-pressurized)

- a. For installations along the roadway or intersections, to provide video of traffic movements. Includes mounting hardware, cabling, and power supply.
- b. CCTV components must be listed on FDOT's QPL and strictly adhere to Manatee County specifications and standards.
- c. PREVENTIVE MAINTENANCE: To include cleaning lenses, pressurizing domes.
- d. DIAGNOSTIC AND MISC REPAIR: For repair of CCTV unit to identify and correct power, communication, PTZ, dome pressure alarms and other miscellaneous repair items.

26. ITEM NO. 633-1-ABC / FIBER OPTIC CABLE / LINEAR FEET (FT)

A = Operation

1 (Furnish & Install)

3 (Install) Furnished by County; C=0

4 (Relocate) C=0

6 (Remove) C=0

B = Location

1 (Bridge Mount)

2 (Underground)

C = Number of Fibers in Cable

1 (2 to 12)

2 (13 to 48)

3 (49 to 96)

4 (97 to 144)

- a. For use in fiber optic networks that support ITS devices and their connection to communication hubs, transportation management centers, and related facilities.
- b. Use "overhead" for installations involving bridges and other aboveground structures. Use "underground" for cable placed in buried conduit along the roadside.

27. ITEM NO. 633-2-AB / FIBER OPTIC CONNECTION / EACH (EA)

A = Operation

3 (Install)

B = Type

1 (Splice)

2 (Termination)

- a. For use in fiber optic networks where segments of fiber optic cable must be spliced together, or when cables must be terminated at the end of a segment. Note that each connection involves the fusing of individual optical fibers in a cable.

** Payment "each" is for each FIBER to be connected, i.e. 30 fibers in one cable= 30 connections**

28. ITEM NO. 633-3-AB / FIBER OPTIC CONNECTION HARDWARE / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install)
4 (Relocate)
5 (Adjust /Modify)

B = Component
1 (Splice Enclosure)
2 (Splice Tray)
3 (Pre-terminated Connector Assembly)
4 (Buffer Tube Fan Out Kit)
5 (Patch Panel, Pre-terminated)
6 (Patch Panel, Field Terminated)
7 (Connector Panel)

- a. For use in fiber optic networks, where segments of cable must be spliced together.
- b. Hardware items include incidental hardware and cables for a complete installation.
- c. Hardware items furnished with additional cable, such as pre-terminated patch panels, include the installation of the cable. DO NOT provide additional payment for cable installation under cable or conduit items.

29. ITEM NO. 685-1-ABC / UNINTERRUPTABLE POWER SUPPLY / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install)
2 (Install)
6 (Remove, pole/cabinet remains)
7 Relocate (B=0)

B = Type
1 (Line Interactive) installed within controller cabinet
2 (Online/Double Conversion) installed within controller cabinet
3 (Line Interactive, with Cabinet) includes separate cabinet for UPS only
4 (Online/Double Conversion, with Cabinet) includes separate cabinet for UPS only

C = Component
1 (Battery)

a. From Section 685 of the Specifications:

- i. UPS assemblies must be designed for installation in a roadside NEMA 3R enclosure to provide battery backup functionality for traffic control systems, including traffic signal and intelligent transportation system (ITS) devices. UPS assemblies must include batteries provided by the UPS manufacturer or in accordance with manufacturer's requirements.
- ii. When UPS is installed or mounted OUTSIDE (attached to or piggy back) to a new or existing controller cabinet, payment for the UPS cabinet is included under 685.
- iii. When UPS is installed SEPARATELY (base mounted), payment for the UPS cabinet will be included under 685. Detail UPS cabinet and base in the plans.
- iv. Pay item includes installation of an uninterruptable power supply for traffic signal applications only. Complete installation includes cabinet, internal electronic and electrical components and batteries.
- v. UPS must be listed on the FDOT APL must adhere to the County's specifications and be compatible with existing systems.

30. ITEM NO. 700-1-AB / SINGLE POST SIGN / ASSY (AS)

A = Operation

- 1 (Furnish & Install Ground Mount) max wind load 30 ft²
- 2 (Furnish & Install Barrier Mount, Index 11871) max wind load area 20 ft²*
- 3 (Furnish & Install Bridge Mount, Index 11870) max wind load area per index
- 4 (Install) B=0; furnished by FDOT or local agency
- 5 (Relocate) B=0; relocated within project
- 6 (Remove) B=0
- 7 (Furnish & Install, Custom with Wind load area >30 ft²) Index 11861, B=4
- 8 (Repair) for Maintenance use only; B=0

B = Combined sheeting area of all panels on post

- 1 (Up to 12 ft²) "less than 12"
- 2 (12-20 ft²)
- 3 (21-30 ft²)
- 4 (31+ ft²)
- 5 (21-24 ft² back-to-back) *valid for A=2 only, pending for updated index 11871

8 (In-Street Flexible Post) A=1

- a. GROUND MOUNT: Includes the signs, hardware, post, and foundation, per index 11860 and 11861.
- b. MEDIAN BARRIER MOUNT: Includes the signs, hardware, post, and materials necessary to complete the mount, per index 11871. Maximum wind load of 20 SF, per the index. See the Plans Preparation Manual (PPM), Volume 1, Sections 4.5 and 7.2.5.
- c. BRIDGE MOUNT: Includes the signs, hardware, post, and materials necessary to complete the mount, per index 11870.
- d. CUSTOM Wind Load: See Index 11861 IDS. Includes the signs, hardware, post and materials necessary to complete the mount. This item should ONLY be used when standard single or multi-post assemblies are not possible and is only intended for use on curb & gutter facilities where the distance between the curb and the sidewalk restricts the use of Index 11200.
- e. RELOCATE/REMOVE: Includes panels, posts, foundation, and any other items attached to the assembly (beacon, solar panel, etc.), as noted in the plans. Removed items become the property of the Contractor, unless otherwise noted in the plans/specs.

31. ITEM NO. 700-5-AB / INTERNALLY ILLUMINATED SIGN / EACH (EA)

A = Operation

1 (Furnish & Install, Ground Mount) includes single post

2 (Furnish & Install, Overhead Mount) includes span wire or mast arm installation

4 (Install) B=0; furnished by County

5 (Relocate) B=0

6 (Remove) B=0

B = Size, square feet

1 (Up to 12 ft²)

2 (12-18 ft²) max 18 ft² for internal illumination, per specification

- a. Internally Illuminated signs include street name signs. All mounting hardware is included in the sign pay item. The support structure (poles, span wire, and/or mast arm) is paid separately.
- b. Signs must be internally illuminated using LED. Sign design s adhere to FDOT and County Standards.
- c. NOTE: Special 'M' series pay items reference specific County maintenance tasks not defined under FDOT BOE pay items. Refer to bid form for specific requirements for each 'M' series pay item. Contractor to provide materials for all 'M' series pay items.

32. ITEM NO. 700-12-AB / SIGN BEACON / ASSEMBLY (AS)

A = Operation

- 1 (Furnish & Install, Ground Mount- AC Powered)
- 2 (Furnish & Install, Ground Mount- Solar Powered)
- 3 (Furnish & Install, Overhead Mount) span wire, mast arm, or other
- 4 (Install) furnished by FDOT or local agency
- 5 (Relocate Beacon; sign to remain) B=0
- 6 (Remove Beacon; sign to remain) B=0

B = Number of beacon(s) per sign

- 1 (One Beacon)
- 2 (Two Beacons)

- a. Includes ONLY THE BEACON(S), cabinet, controller, and solar panel, when noted. DOES NOT INCLUDE THE SIGN or support structure.
- b. Use this pay item along with single post, multi post, or other signs.
- c. RELOCATE/REMOVE: These items are to be used ONLY when relocating or removing the beacons, WITH NO CHANGE to the sign assembly. If you are relocating or removing the entire assembly, the beacon(s) are included with the assembly; use the sign assembly.

33. ITEM NO. M-1-A / HEAVY EQUIPMENT SERVICES / HOUR (HR)

A = Operation

- 01 (Furnish) Lift Truck / 30' Foot reach, w/ Operator
- 02 (Furnish) Lift Truck/ 50' Foot reach, w/ Operator
- 03 (Furnish) 16" – 42" diameter auger, w/ Operator
- 04 (Furnish) 4" Wide trencher, w/ Operator
- 05 (Furnish) Tractor w/ backhoe and bucket, w/ Operator
- 06 (Furnish) Pressure digger/drill rig, w/ Operator
- 07 (Furnish) Mobile crane, min. 60 Ton Cap., w/ Operator
- 08 (Furnish) Mobile crane, min. 65 Ton Cap., w/ Operator
- 09 (Furnish) Mobile crane, min. 85 Ton Cap., w/ Operator

- a. These pay items support the hourly payment for use of heavy equipment with operators. Includes work performed outside of the scope of standard pay items listed above.
- b. This pay item will not be used in conjunction with any of the above listed pay items.
- c. Minimum rate charge is 4 hours.

34. ITEM NO. M-2-A / PROFESSIONAL AND TECHNICAL SERVICES / MIXED (MX)

A = Operation

01 (Furnish) Geotechnical testing for foundations

02 (Furnish) Vacuum excavation/ soft dig (per structure or location)

03 (Furnish) Pick up and transport mast arms, strain poles (compound to job site)

04 (Furnish) Traffic Control Officer (during MOT)

05 (Furnish) Utility Locate Services

- a. These pay items support the payment for provision of professional and technical services. Includes work performed outside of the scope of standard pay items listed above.
- b. This pay item will not be used in conjunction with any of the above listed pay items.
- c. **Geotechnical testing for foundations:** performed upon request, includes certified, licensed professional inspection and testing. County must receive full test results in a timely manner.
- d. **Vacuum excavation/ soft dig:** Performed upon request, per structure or location. Includes the use of a vacuum excavator to perform non-destructive excavation as needed to identify buried utilities or infrastructure.
- e. **Pick up and transport mast arms, strain poles:** Performed upon request. Per transport. Includes the pick and transport of mast arms or strain poles site to site. All transportation done locally (Public Works compound to job site). Costs for crane services billed under the M-1-A pay item.
- f. **Traffic Control Officer:** Performed as needed, per hour. Includes hiring off duty law enforcement to assist with maintenance of traffic. **Utility Locate Services:** Performed upon request, per hour for locating services for underground transportation infrastructure to include traffic signal, lighting, ITS. Services include electronic locating, marking with flags and paint, hand digging to uncover and visually verify conduit.

END OF EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

Bidder must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirements:

- 2.01** Bidder must have served as the prime contractor for a minimum of five (5) projects for the provision of Traffic Signal and Intelligent Transportation System 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 March 1, 2016.

Provide the following information for the five (5) qualifying projects:

- A. Name of client**
- B. Location of client (city/state)**
- C. Client contact name**
- D. Client contact phone**
- E. Client contact email**
- F. Name of project**
- G. Project dates (start/end)**

- 2.02** Bidder must possess a current, valid license to do business as a Certified Electrical Contractor or Registered Electrical Contractor from the Florida Department of Business and Professional Regulation.

Provide a copy of Bidder's Certified Electrical Contractor or Registered Electrical Contractor documentation issued by the Florida Department of Business and Professional Regulation.

- 2.03** 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 Signal Level II Certification.

Provide a copy Bidder's employee's Traffic Level II Certification issued by the IMSA.

- 2.04** 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.

Provide a copy Bidder's employee's MOT Certification issued by FDOT.

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

No documentation is required. The County will verify.

- 2.06** Bidder is not on the FDOT Contractor Suspension List.

No documentation is required. The County will verify.

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

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

- 2.08** If Bidder is submitting as a joint venture, Bidder must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time for submission of Bids in response to this IFB.

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

- 2.09** Bidder has no reported conflict of interests in relation to this IFB.

Bidder must complete Attachment E and submit with its Bid attesting that it has no reported conflict of interests in relation to this IFB. If Bidder has conflict of interests in relation to this IFB, Bidder must disclose the name of any officer, director or agent who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches.

END OF EXHIBIT 2