



IFB No. 21-R075323JH
SANITARY SEWER, STORMWATER, LINE &
MANHOLE REHABILITATION SERVICES
(NIGP 910-63)
November 6, 2020

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

ADVERTISEMENT, INVITATION FOR BID No. 21-R075323JH

SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION SERVICES

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 Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services, as specified in this Invitation for Bid to include repair and rehabilitation services to sanitary sewer lines, stormwater lines and manholes.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFB is **December 8, 2020 at 3:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 and the Bidder's name and total bid amount will be read aloud. Bidders or their representatives may attend the Bid opening virtually by accessing the link below.

Zoom® Webinar Link: <https://manateecounty.zoom.us/j/84106430026>

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

SOLICITATION INFORMATION CONFERENCE:

No Solicitation Information Conference will be conducted for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Procurement Division is November 17, 2020. 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: Dave Janney, Senior Procurement Agent

(941) 749-3056, Fax (941) 749-3034

Email: Dave.Janney@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO BIDDERS, IFB No. 21-R075323JH

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

A.01 BID DUE DATE

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **December 8, 2020 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/84106430026>

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-R075323JH, Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services, Bidder's name, and Bidder's address.

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

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

A.04 BID FORMS

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

A.05 ENVIRONMENTAL SUSTAINABILITY

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

A.06 STANDARDS FOR MATHEMATICAL ERRORS

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

A.07 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this IFB are distributed electronically and available for download at no charge at www.mymanatee.org > *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:

- a. 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
- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
 1. The mistake is clearly evident in the solicitation document; or
 2. 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
No Information Conference Scheduled	
Question and Clarification Deadline	Novemebr 17, 2020
Final Addendum Posted	November 20, 2020
Bid Response Due Date and Time	December 8, 2020 by 3:00 P.M. ET
Projected Award	February 2021

END SECTION A

SECTION B, TERMS AND CONDITIONS

IFB No. 21-R075323JH

B.01 AGREEMENT

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

B.02 NON-EXCLUSIVE

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

B.03 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

B.04 PURCHASING COOPERATIVE

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

B.05 LOCAL PREFERENCE

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

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

B.06 SUPPLIER REGISTRATION

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

B.07 RESERVED RIGHTS

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

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

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

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

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

B.08 APPLICABLE LAWS

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

B.09 TAXES

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

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

B.10 CODE OF ETHICS

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

B.11 AMERICANS WITH DISABILITIES

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

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

B.12 EQUAL EMPLOYMENT OPPORTUNITY

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

B.13 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES

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

B.14 QUALITY

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

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

B.15 DELIVERY

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

B.16 AUTHORIZED PRODUCT REPRESENTATION

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

B.17 ROYALTIES AND PATENTS

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

B.18 PUBLIC RECORDS

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

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

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

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

1. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:
PHONE: (941) 742-5845,**

**EMAIL: DEBBIE.SCACCIAOCE@MYMANATEE.ORG,
MAIL: ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST,
BRADENTON, FL 34205.**

B.19 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Bid in response to a Request for Bid are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Bid in response to the Request for Bid shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Bid that are not declared as trade secret. In addition, Bidder shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Bid that redacts all information designated as trade secret.

In conjunction with trade secret designation, Bidder acknowledges and agrees that:

- a. 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
- b. 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
- c. That after notice from County that a public records request has been made pursuant to Bidder’s bid, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire bid as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Bid is non-responsive.

B.20 ePAYABLES

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

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

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

B.21 FUNDING

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

B.22 CONDITIONS FOR EMERGENCY EVENTS

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

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

B.23 TERMINATION

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

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

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

B.24 PRECEDENCE

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

B.25 E-VERIFY

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

Only those individuals determined eligible to work in the United States shall be employed under this contract. By submission of a bid in response to this IFB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

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

B.26 SUBCONTRACTORS

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

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

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

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

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

B.27 RECOMMENDATION FOR AWARD

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

END SECTION B

SECTION C Insert Bid Forms

(To be completed and returned with Bid)

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
IFB No. 21-R075323JH**

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: _____

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

ATTACHMENT B, BID SIGNATURE FORM
IFB No. 21-R075323JH

The undersigned represents that:

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

Print or type Bidder's information below:

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

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

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

IFB No. 21-R075323JH

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

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

_____ [Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

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

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

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

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

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

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

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

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

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

[Supplier Signature]

STATE OF _____
COUNTY OF _____

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

Notary Public Signature

My commission expires _____

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

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

ATTACHMENT D, INSURANCE REQUIREMENTS

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

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$5,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

OTHER INSURANCES

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

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

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

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

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper’s Liability Insurance

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

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

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

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or

organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

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

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

Hull and Watercraft Liability Insurance

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

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

Other: Payment and Performance Bond

Prior to providing services for a project pursuant to a release order over \$100,000.00, a Payment and Performance Bond shall be submitted by successful Bidder for 100% of the release order amount and shall be presented to Manatee County within ten (10) calendar days after notification of release order from the requesting Department.

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

In addition, pursuant to F.S. § 255.05(1) (b), prior to commencing work, the successful Bidder shall be responsible and bear all costs associated to record the Performance and Payment bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to F.S. § 255.05(1) (b), the County will make no payment to the Contractor until the Contractor has complied with this paragraph.

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida

Attn: Risk Management Division

1112 Manatee Avenue West, Suite 969

Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
4. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

5. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
8. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.
10. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
11. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

ATTACHMENT D, SUPPLIER'S INSURANCE STATEMENT
IFB No. 21-R075323JH

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

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Please return this completed and signed statement with your Bid.

ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT
IFB No. 21-R075323JH

STATE OF _____

COUNTY OF _____

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

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

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

DATED this _____ day of _____, 20_____.

CONSULTANT Signature

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

Notary Signature
Commission No. _____

ATTACHMENT F, DRUG FREE WORK-PLACE CERTIFICATION

IFB No.

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

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

for _____ whose business address is
[print name of entity submitting sworn statement]

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

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

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

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

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

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

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

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

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

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

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

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

[Signature of Owner, Partner, President, CEO or other Authorized Official or Agent of Bidder]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____
who is:

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

My commission expires _____

Notary Public Signature _____

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

ATTACHMENT G, BIDDER'S QUESTIONNAIRE
IFB No. 21-R075323JH

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

1. Bidder Information

FEIN # _____

Full Legal Name of Company Including any DBA _____

Physical Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

2. Bidder's primary contact for this solicitation

Name: _____

Business Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

3. Bidding as: individual partnership corporation joint venture

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

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

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

BIDDER: _____

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

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

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

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

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

12. Is Bidder a local business as defined in Section A.38, Local Preference? Yes No

(Bidder must, for at least six months prior to the advertisement date of this solicitation, have maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota county(s) with at least one full-time employee at that location).

By signing below Bidder certifies that the statements in this Bidder Questionnaire are true and correct.

Signature Title Date

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
GROUP 1 - SECTION A					
Sanitary Sewer & Stormwater					
Sewer Line Cleaning and Inspection					
1 Light Cleaning					
	6" to 12" Diameter	10,000		linear foot	\$
	14" to 18" Diameter	8,000		linear foot	\$
	20" to 24" Diameter	8,000		linear foot	\$
	27" to 42" Diameter	3,000		linear foot	\$
	43" to 54" Diameter	3,000		linear foot	\$
	> 54" Diameter	2,000		linear foot	\$
2 Medium Cleaning					
	6" to 12" Diameter	10,000		linear foot	\$
	14" to 18" Diameter	5,000		linear foot	\$
	20" to 24" Diameter	5,000		linear foot	\$
	27" to 42" Diameter	3,000		linear foot	\$
	43" to 54" Diameter	3,000		linear foot	\$
	> 54" Diameter	2,000		linear foot	\$
3 Heavy Cleaning					
	6" to 12" Diameter	5,000		linear foot	\$
	14" to 18" Diameter	5,000		linear foot	\$
	20" to 24" Diameter	5,000		linear foot	\$
	27" to 42" Diameter	3,000		linear foot	\$
	43" to 54" Diameter	2,000		linear foot	\$
	> 54" Diameter	1,000		linear foot	\$
4 Root Removal					
	6" to 12" Diameter	3,000		linear foot	\$
	14" to 18" Diameter	3,000		linear foot	\$
	20" to 24" Diameter	3,000		linear foot	\$
	27" to 42" Diameter	3,000		linear foot	\$
	43" to 54" Diameter	2,000		linear foot	\$
	> 54" Diameter	2,000		linear foot	\$
5 Tuberculation					
	6" to 12" Diameter	3,000		linear foot	\$
	14" to 18" Diameter	3,000		linear foot	\$
	20" to 24" Diameter	2,000		linear foot	\$
	27" to 42" Diameter	1,000		linear foot	\$
	43" to 54" Diameter	1,000		linear foot	\$
	> 54" Diameter	2,000		linear foot	\$
6 Mechanical Cutting					
	6" to 12" Diameter	3,000		linear foot	\$
	14" to 18" Diameter	3,000		linear foot	\$
	20" to 24" Diameter	1,000		linear foot	\$
	27" to 42" Diameter	1,000		linear foot	\$
	43" to 54" Diameter	1,000		linear foot	\$
	> 54" Diameter	2,000		linear foot	\$

ATTACHMENT H, PRICING FORM - IFB No. 21-R075323JH
(Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services)

Bidder Name: _____

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
7 By-Pass Pumping					
	6" Sewer Flow	1,000		linear foot	\$
	8" Sewer Flow	3,000		linear foot	\$
	10" Sewer Flow	3,000		linear foot	\$
	12" Sewer Flow	3,000		linear foot	\$
	15" Sewer Flow	4,000		linear foot	\$
	18" Sewer Flow	4,000		linear foot	\$
	20" Sewer Flow	4,000		linear foot	\$
	24" Sewer Flow	4,000		linear foot	\$
	30" Sewer Flow	4,000		linear foot	\$
	36" Sewer Flow	1,000		linear foot	\$
	42" Sewer Flow	1,000		linear foot	\$
	48" Sewer Flow	1,000		linear foot	\$
	54" Sewer Flow	1,000		linear foot	\$
	>54" Sewer Flow	1,000		linear foot	\$
8 Pump Set-Up					
	4" Pump	5		each	\$
	6" Pump	5		each	\$
	8" Pump	5		each	\$
	10" Pump	5		each	\$
	12" Pump	5		each	\$
9 Pump Operation (per hour / per pump)					
	4" Pump	6		hour	\$
	6" Pump	6		hour	\$
	8" Pump	6		hour	\$
	10" Pump	6		hour	\$
	12" Pump	6		hour	\$
10 TV Inspection - Sewer Lateral					
	0' to 30'	10		each	\$
	>30'	10		linear foot	\$
Lateral Cleaning		5,000		linear foot	\$
11 TV Pipe Inspection (<10,000 linear ft)					
	6" to 12" Diameter	1,000		linear foot	\$
	14" to 18" Diameter	8,000		linear foot	\$
	20" to 24" Diameter	5,000		linear foot	\$
	27" to 42" Diameter	2,000		linear foot	\$
	43" to 54" Diameter	2,000		linear foot	\$
	>54" Diameter	2,000		linear foot	\$
12 Additional Set-Up		1		lump sum	\$
13 Smoke Testing		5,000		linear foot	\$
TOTAL - GROUP 1, SECTION A (items 1-13)					\$

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
GROUP 1, SECTION B Sanitary Sewer, Stormwater Systems Line Rehabilitation - Method 1, CIPP (Cured in Place Pipe)					
1 Sanitary Sewer Mains 6" to 24"					
5.0mm normal thickness (.197)	6" Diameter	5,000		linear foot	\$
7.5mm normal thickness (.295)	8" Diameter	10,000		linear foot	\$
7.5mm normal thickness (.295)	10" Diameter	8,000		linear foot	\$
9.0mm normal thickness (.354)	12" Diameter	8,000		linear foot	\$
9.0mm normal thickness (.354)	15" Diameter	5,000		linear foot	\$
10.5mm normal thickness (.413)	18" Diameter	5,000		linear foot	\$
12.0mm normal thickness (.472)	21" Diameter	5,000		linear foot	\$
13.5mm normal thickness (.531)	24" Diameter	1,500		linear foot	\$
15.0mm normal thickness (.591)	24" Diameter	1,500		linear foot	\$
2 Sanitary Sewer Mains >24"					
13.5mm normal thickness (.531)	27" Diameter	2,000		linear foot	\$
15.0mm normal thickness (.591)	27" Diameter	2,000		linear foot	\$
15.0mm normal thickness (.591)	30" Diameter	2,000		linear foot	\$
16.5mm normal thickness (.650)	36" Diameter	1,000		linear foot	\$
18.0mm normal thickness (.709)	36" Diameter	1,000		linear foot	\$
16.5mm normal thickness (.650)	42" Diameter	1,000		linear foot	\$
18.0mm normal thickness (.709)	42" Diameter	1,000		linear foot	\$
16.5mm normal thickness (.650)	48" Diameter	1,000		linear foot	\$
18.0mm normal thickness (.709)	48" Diameter	1,000		linear foot	\$
16.5mm normal thickness (.650)	54" Diameter	1,000		linear foot	\$
18.0mm normal thickness (.709)	54" Diameter	1,000		linear foot	\$
18.0mm normal thickness (.709)	>54" Diameter	1,000		linear foot	\$
TOTAL - GROUP 1, SECTION B (items 1-2)					\$
GROUP 1, SECTION C Sanitary Sewer / Stormwater Systems Line Rehabilitation, By-Pass- Pumping					
1 Tanker truck tank	4,000 gallon capacity	5		per load	\$
2 Standard service reconnection		5		each	\$
3 Service with pressure grouting		5		each	\$
4 Lateral reinstatement cutting of defective lateral opening		5		each	\$
5 Trenchless lateral cleaning and reconstruction system	<=30' Linear Feet	50		linear foot	\$
6 Trenchless lateral cleaning and reconstruction system	>30' Linear Feet	50		linear foot	\$
7 Full wrap at main and 24" up connection		200		each	\$
8 Additional; clean out installation, grassed area	0'-4'	10		each	\$
9 Additional; clean out installation, grassed area	>4'	2		each	\$
10 Additional; clean out installation, paved area	0'-4'	10		each	\$
11 Additional; clean out installation, paved area	>4'	3		each	\$
TOTAL - GROUP 1, SECTION C (items 1-11)					\$

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
GROUP 1, SECTION D Sanitary Sewer Joint Air Testing, Joint Grouting, and Lateral Grouting					
1 Lateral Grouting, Sanitary Sewer					
	6" Diameter, < 50' Run	20		each	\$
	6" Diameter, > 50' Run	20		each	\$
	8"-12" Diameter, < 50' Run	20		each	\$
	8"-12" Diameter, > 50' Run	20		each	\$
2 Joint Testing, Sanitary Sewer					
	6"-15" Diameter, < 50' Run	20		each	\$
	6"-15" Diameter, > 50' Run	20		each	\$
3 Joint Grouting, Sanitary Sewer					
	6" Diameter, < 50' Run	20		each	\$
	6" Diameter, > 50' Run	20		each	\$
	8" Diameter, < 50' Run	20		each	\$
	8" Diameter, > 50' Run	20		each	\$
	10" Diameter, < 50' Run	20		each	\$
	10" Diameter, > 50' Run	20		each	\$
	12" Diameter, < 50' Run	20		each	\$
	12" Diameter, > 50' Run	20		each	\$
	15" Diameter, < 50' Run	20		each	\$
	15" Diameter, > 50' Run	20		each	\$
4 Additional grout					
		20		gallon	\$
TOTAL - GROUP 1, SECTION D (items 1-4)					\$
GROUP 1, SECTION E Miscellaneous Items					
1 Mechanical cutting for grease or mineral deposits (heavier process than root cutting, not as heavy as tuberculation cutting (all sizes)					
		30		linear foot	\$
2 Main line air testing and grouting of joints (8" - 24")					
		1,000		each joint	\$
3 Void grouting by the cubic yard					
		2		each joint	\$
4 Traffic Control					
	Flagman (each)	2		day	\$
	Supervisor	1		day	\$
	Non-Electronic Signage (each)	4		day	\$
	Arrowboard (each)	2		day	\$
	Cones (each)	2		day	\$
	Barricades (each)	2		day	\$
	Lane dividers (each)	4		day	\$
	Variable message board	4		day	\$
	Light tower	2		day	\$
	Easement access, additional <12" Diameter	100		linear foot	\$
	Easement access, additional >12" Diameter	100		linear foot	\$
	Wellpointing / dewatering	1		lump sum	\$
5 Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond					
		100,000		%	\$
6 Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond					
		25,000		%	\$
TOTAL - GROUP 1, SECTION E (items 1-6)					\$

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
GROUP 2, SECTION A Sanitary Sewer, Rehabilitation - Method 2 REPAIR SLEEVE Trenchless Pipe Reconstruction - CIPP (Cured In Place Pipe)					
1 Sanitary Sewer Mains, 7.5mm normal thickness (.295)					
3' - 5'	8" Diameter	500		linear foot	\$
6' - 9'	8" Diameter	500		linear foot	\$
10' - 12'	8" Diameter	500		linear foot	\$
13' - 15'	8" Diameter	500		linear foot	\$
16' - 20'	8" Diameter	500		linear foot	\$
21' - 25'	8" Diameter	500		linear foot	\$
26' - 30'	8" Diameter	500		linear foot	\$
2 Sanitary Sewer Mains, 7.5mm normal thickness (.295)					
3' - 5'	10" Diameter	500		linear foot	\$
6' - 9'	10" Diameter	500		linear foot	\$
10' - 12'	10" Diameter	500		linear foot	\$
13' - 15'	10" Diameter	500		linear foot	\$
16' - 20'	10" Diameter	500		linear foot	\$
21' - 25'	10" Diameter	500		linear foot	\$
26' - 30'	10" Diameter	500		linear foot	\$
3 Sanitary Sewer Mains, 9mm normal thickness (.354)					
3' - 5'	12" Diameter	500		linear foot	\$
6' - 9'	12" Diameter	500		linear foot	\$
10' - 12'	12" Diameter	500		linear foot	\$
13' - 15'	12" Diameter	500		linear foot	\$
16' - 20'	12" Diameter	500		linear foot	\$
21' - 25'	12" Diameter	500		linear foot	\$
26' - 30'	12" Diameter	500		linear foot	\$

ATTACHMENT H, PRICING FORM - IFB No. 21-R075323JH
(Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services)

Bidder Name: _____

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
4 Sanitary Sewer Mains, 10.5mm normal thickness (.413)					
3' - 5'	15" Diameter	500		linear foot	\$
6' - 9'	15" Diameter	500		linear foot	\$
10' - 12'	15" Diameter	500		linear foot	\$
13' - 15'	15" Diameter	500		linear foot	\$
16' - 20'	15" Diameter	500		linear foot	\$
21' - 25'	15" Diameter	500		linear foot	\$
26' - 30'	15" Diameter	500		linear foot	\$
5 Sanitary Sewer Mains, 13.5mm normal thickness (.531)					
3' - 5'	18" Diameter	500		linear foot	\$
6' - 9'	18" Diameter	500		linear foot	\$
10' - 12'	18" Diameter	500		linear foot	\$
13' - 15'	18" Diameter	500		linear foot	\$
16' - 20'	18" Diameter	500		linear foot	\$
21' - 25'	18" Diameter	500		linear foot	\$
26' - 30'	18" Diameter	500		linear foot	\$
6 By-Pass Pumping					
	6" Sewer Flow	1,000		linear foot	\$
	8" Sewer Flow	3,000		linear foot	\$
	10" Sewer Flow	3,000		linear foot	\$
	12" Sewer Flow	3,000		linear foot	\$
	15" Sewer Flow	4,000		linear foot	\$
	18" Sewer Flow	4,000		linear foot	\$
	20" Sewer Flow	4,000		linear foot	\$
	24" Sewer Flow	4,000		linear foot	\$
	30" Sewer Flow	4,000		linear foot	\$
	36" Sewer Flow	4,000		linear foot	\$
	42" Sewer Flow	4,000		linear foot	\$
	48" Sewer Flow	4,000		linear foot	\$
	54" Sewer Flow	4,000		linear foot	\$
	>54" Sewer Flow	1,000		linear foot	\$
7 By-Pass Pumping, Set Up					
	4" Pump	5		each	\$
	6" Pump	5		each	\$
	8" Pump	5		each	\$
	10" Pump	5		each	\$
	12" Pump	5		each	\$
8 Pump Operation, Per Hour/Per Pump					
	4" Pump	6		hour	\$
	6" Pump	6		hour	\$
	8" Pump	6		hour	\$
	10" Pump	6		hour	\$
	12" Pump	6		hour	\$
TOTAL - GROUP 2, SECTION A (items 1-8)					\$

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
GROUP 2, SECTION B Miscellaneous Items					
1 Mechanical cutting for grease or mineral deposits (heavier process than root cutting, not as heavy as tuberculation cutting (all sizes)		30		linear foot	\$
2 Main line air testing and grouting of joints.	8"-24"	1,000		each joint	\$
3 Void grouting by the cubic yard		2		each joint	\$
4 Lateral cleaning		1,000		linear foot	\$
5 Traffic Control					
Flagman (each)		2		day	\$
Supervisor		1		day	\$
Non-Electronic Signage (each)		4		day	\$
Arrowboard (each)		2		day	\$
Cones (each)		2		day	\$
Barricades (each)		2		day	\$
Lane dividers (each)		4		day	\$
Variable message board		4		day	\$
Light tower		2		day	\$
Hammer tap removal		5		each	\$
Easement access, additional	<12" Diameter	100		linear foot	\$
Easement access, additional	>12" Diameter	100		linear foot	\$
Blind shot set up		50		each	\$
Wellpointing / dewatering		1		lump sum	\$
6 Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond		100,000		%	\$
7 Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond		25,000		%	\$
TOTAL - GROUP 2, SECTION B (items 1-7)					\$
GROUP 3 - SECTION A Line & Manhole Rehabilitation Method 1 Manhole Surfacing Corrosion Protection of Manholes					
1 Corrosion Protection, 1/4" thickness (6mm)					
	48"	40		vertical foot	\$
	60"	20		vertical foot	\$
	72"	15		vertical foot	\$
2 Injection Grouting					
	0' to 5' Manhole Depth	20		per manhole	\$
	5' 1" to 10' Manhole Depth	20		per manhole	\$
	10' 1" to 15' Manhole Depth	20		per manhole	\$
	15' 1" to 20' Manhole Depth	20		per manhole	\$
	>20' Manhole Depth	20		per manhole	\$
3 Vacuum Jet Cleaning		40		per manhole	\$
4 Removal of Existing Liner		20		vertical foot	\$
5 Void Grouting		40		cubic yard	\$
TOTAL - GROUP 3, SECTION A (items 1-5)					\$

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
GROUP 3, SECTION B Line & Manhole Rehabilitation - Method 2 Manhole Surfacing; Structural Rehabilitation of Manholes					
1 Application					
	1/2" thickness (13mm)	40		vertical foot	\$
	1" thickness (25mm)	20		vertical foot	\$
2 Bench / Invert Repair					
		20		each manhole	\$
3 Injection Grouting					
	0' to 5' Manhole Depth	20		each manhole	\$
	5' 1" to 10' Manhole Depth	20		each manhole	\$
	10' 1" to 15' Manhole Depth	20		each manhole	\$
	15' 1" to 20' Manhole Depth	20		each manhole	\$
	>20' Manhole Depth	20		each manhole	\$
4 Vacuum Jet Cleaning					
		20		cubic yard	\$
5 Removal of Existing Liner					
		20		each manhole	\$
6 Void Grouting					
		20		vertical foot	\$
7 By-Pass Pumping					
	8" Sewer Flow	3,000		linear foot	\$
	10" Sewer Flow	3,000		linear foot	\$
	12" Sewer Flow	3,000		linear foot	\$
	15" Sewer Flow	4,000		linear foot	\$
	18" Sewer Flow	4,000		linear foot	\$
	20" Sewer Flow	4,000		linear foot	\$
	24" Sewer Flow	4,000		linear foot	\$
	30" Sewer Flow	4,000		linear foot	\$
	36" Sewer Flow	4,000		linear foot	\$
	42" Sewer Flow	4,000		linear foot	\$
	48" Sewer Flow	4,000		linear foot	\$
	54" Sewer Flow	4,000		linear foot	\$
	>54" Sewer Flow	2,000		linear foot	\$
8 Manhole Rim Replacement					
	1 - 5 Inches	12		each	\$
	6 - 10 Inches	15		each	\$
	11 - 20 Inches	15		each	\$
	20 Plus Inches	15		each	\$
TOTAL - GROUP 3, SECTION B (items 1-8)					\$

DESCRIPTION	SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
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GROUP 3, SECTION C
Miscellaneous Items

1 Traffic Control

Flagman (each)		2		day	\$
Supervisor		1		day	\$
Non-Electronic Signage (each)		4		day	\$
Arrowboard (each)		2		day	\$
Cones (each)		2		day	\$
Barricades (each)		2		day	\$
Lane dividers (each)		4		day	\$
Variable message board		4		day	\$
Light tower		2		day	\$
Easement access, additional	<12" Diameter	100		linear foot	\$
Easement access, additional	>12" Diameter	100		linear foot	\$
Wellpointing / dewatering		1		lump sum	\$
2 Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond		100,000		%	\$
3 Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond		25,000		%	\$

TOTAL -GROUP 3, SECTION C
(items 1-3)

\$

GROUP 4, SECTION A
Sanitary Sewer Rehabilitation
LATERAL LINING
(section/piece/point) Trenchless
Pipe Reconstruction - CIPP

1 Main or Lateral Reconstruction

Additional; clean out installation, grassed area	0' to 4'	1,000		linear foot	\$
Additional; clean out installation, grassed area	>4'	1,000		linear foot	\$
Additional; clean out installation, paved area	0' to 4'	1,000		linear foot	\$
Additional; clean out installation, paved area	>4'	1,000		linear foot	\$
Trenchless lateral cleaning and reconstruction system	0' to 30'	500		each	\$
Trenchless lateral cleaning and reconstruction system	>30'	500		each	\$
2 Full wrap at main + 24" into lateral		50		each	\$
3 Standard Service Reconnection		500		each	\$
4 Service with pressure grouting		500		each	\$
5 Lateral reinstatement cutting of defective lateral opening		100		each	\$
6 Hammer tap removal		50		each	\$
7 Lateral Grouting, Sanitary Sewer					
	6" Diameter, < 50' Run	20		each	\$
	6" Diameter, > 50' Run	20		each	\$
	8"-12" Diameter, < 50' Run	20		each	\$
	8"-12" Diameter, > 50' Run	20		each	\$

TOTAL - GROUP 4, SECTION A
(items 1-7)

\$

ATTACHMENT H, PRICING FORM - IFB No. 21-R075323JH
(Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services)

Bidder Name: _____

DESCRIPTION		SIZE	EST ANNUAL QTY	PRICE	UOM	EXTENDED PRICE
GROUP 4, SECTION B Miscellaneous Items						
1	PACP manhole inspections - Level 1 - Visual inspection and report of observations		10,000		linear foot	\$
2	PACP manhole inspections - Level 2 - CCTV inspection and data capture computer reports - including measurements of manhole data		10,000		linear foot	\$
3	Traffic Control					
	Flagman (each)		2		day	\$
	Supervisor		1		day	\$
	Non-Electronic Signage (each)		4		day	\$
	Arrowboard (each)		2		day	\$
	Cones (each)		2		day	\$
	Barricades (each)		2		day	\$
	Lane dividers (each)		4		day	\$
	Variable message board		4		day	\$
	Light tower		2		day	\$
	Easement access, additional	<12" Diameter	100		linear foot	\$
	Easement access, additional	>12" Diameter	100		linear foot	\$
	Wellpointing / dewatering		1		lump sum	\$
4	Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond		100,000		%	\$
5	Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond		25,000		%	\$
TOTAL -GROUP 4, SECTION B (items 1-5)						\$

NOTE TO POTENTIAL BIDDERS:
ESTIMATED ANNUAL QUANTITY COLUMN IS LOCKED. PRICING ENTERED
WILL AUTOMATICALLY CALCULATE EXTENDED PRICING / TOTALS.

EXHIBITS

Exhibit 1, Scope of Work

Exhibit 2, Minimum Qualifications

Exhibit 3, Supplemental Technical Specifications

Exhibit 4, Sample Agreement

EXHIBIT 1, SCOPE OF WORK
IFB No. 21-R075323JH

1.01 BACKGROUND INFORMATION

It is the intent of Manatee County to establish an annual agreement to procure, on an "as required" basis, Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services.

1.02 SCOPE

Successful Bidder(s) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

Successful Bidder(s) shall provide the following requirements:

a. MATERIALS

The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation materials portion of this Invitation for Bid shall consist of, but is not limited to, the supply and/or supply and delivery of Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation materials to various job sites within Manatee County.

b. SERVICES

The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation services portion of this Invitation for Bid shall consist of, but is not limited to, Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation, at various job sites within Manatee County. The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services shall be performed by the successful Bidder(s) in accordance with the scope of work provided by the County. The successful Bidder(s) shall furnish any required labor, materials, equipment, tools, services, and incidentals necessary to complete all work required to complete Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation services authorized by a Release Order (RO). The successful Bidder(s) shall perform the work complete, in place and ready for continuous services, shall include any repairs, replacement, and/or restoration required as a result of damages caused prior to acceptance by the County.

c. DETAILED COST PACKAGE

The County will initiate a meeting with some or all the successful Bidder(s) to review the scope of work and possibly conduct an on-site visit. The successful Bidder(s) shall then be required to prepare a detailed cost package using their Pricing Form. The detailed cost package shall include itemized costs based on the successful Bidder's Pricing Form, a detailed statement of work and shop drawings/sketches (if applicable) for the specific work required and a schedule

for completion of the specific work. The successful Bidder(s) shall be expected to expeditiously prepare its detailed cost package and in no event shall the preparation time exceed 15 calendar days. The successful Bidder(s) shall submit its detailed cost package to the County, who will evaluate and, if approved, will issue a written RO. The County has no obligation to issue a RO and reserves the right to not issue a RO for the specific work. The County reserves the right to use any successful Bidder(s) which it deems to be in its best interest for any specific project. Selection of the successful Bidder for each project will be within the sole direction of the County.

d. DELIVERY

Once a written RO is faxed / emailed to the successful Bidder, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days.

All deliveries to the Utilities Warehouse Facility shall be pre-arranged between the successful Bidder and the Utilities representative. Holiday and weekend deliveries may be needed as product use or circumstances require.

If the successful Bidder cannot meet the delivery requirements for any of the product or services specified herein, the County reserves the right to procure the product or services from the next lowest responsive, responsible bidder, or to solicit new pricing.

The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, successful Bidder's responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid RO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid RO number.

Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

e. QUALITY OF WORK

If at any time the labor or materials used or to be used appears to the County as insufficient or improper for the securing the quality of Work required or the required rate of progress, the County may order the successful Bidder to increase its efficiency or to improve the character of its work, and the successful Bidder shall confirm to such an order. Any such order shall not entitle the successful Bidder to any additional compensation or increase in contract time. The failure of the County to demand any increase of such efficiency or any improvement shall not release the successful Bidder from its obligation to secure the quality of work or the rate of progress necessary to

complete work satisfactorily. The County may require the successful Bidder to remove such personnel as the County deems incompetent, careless, insubordinate, otherwise objectional, or whose continued employment is deemed contrary to the County's interest. The successful Bidder shall provide good quality workmanship and shall promptly correct any defects without additional compensation. Acceptance of the work by the County shall not relieve the successful Bidder of the responsibility for subsequent correction of any defects.

f. QUALITY CONTROL

- i. Develop and maintain a program to assure quality control of the services provided.
- ii. Be responsible for all supervision, subcontractors, and provide instructions when their effort doesn't conform to the requirements of the Agreement and/or RO.
- iii. Continue to coordinate each subcontractor to ensure that corrections are made in a timely manner to not affect the mutually agreed schedule.

g. LAYOUT OF WORK

- i. Where required, shall set construction stakes and batter boards for establishing lines, positions of structures, slopes, and other controlling points necessary for the proper prosecution of the work. The stakes, as set will be checked and approved by the County before construction is commenced. These stakes and marks shall constitute the field control by and in accordance with which the successful Bidder shall govern and execute the work.
- ii. Will be held responsible for the preservation of all stakes and marks; and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will immediately and accurately be replaced by the successful Bidder at no additional expense to the County.

h. OVERTIME WORK

Only work specified by the County as requiring overtime work hours will be subject to an overtime surcharge. Any work done by the successful Bidder during overtime hours, but not specified as required by County will be considered normal hours and normal hourly rate(s) shall apply. Overtime work shall be defined as work performed on Sundays, national/county holidays and all work performed between the hours of 7:00pm and 7:00am. Bidders shall include a per day surcharge on the Pricing Form that will include all equipment, materials, labor, and Maintenance of Traffic (MOT) required to take all the necessary precautions for the protection of the work and the safety of the public.

i. WARNING SIGNS AND BARRICADES

The successful Bidder(s) shall provide adequate signs, barricades, flashing lights, flagmen, watchmen, and take all necessary precautions for the protection of the work and safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the FDOT Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operations (latest revision). All barricades and obstructions shall be protected at night by flashing signal lights which shall be of substantial for night visibility. Suitable warning signs shall be so placed and illuminated at night to show in advance where construction, barricades, or detours exist. All work items are to include the cost of signing and traffic maintenance.

j. PROTECTION OF WORK, PERSONS AND PROPERTY

- i. Continuously maintain adequate protection of all work form damage and shall protect all property from injury or loss arising in connection with the contract. Successful Bidder(s) shall make good any such damage, injury, or loss.
- ii. Provide, protect, and maintain all passageways, guard fences, lights, and other facilities required by the public authority or local conditions.
- iii. Provide reasonable maintenance of traffic ways for the public and preservation of the continuation of the County's business taking into full consideration all local conditions.
- iv. Comply with Florida Department of Commerce Safety Regulation and any local safety regulations.

k. CLEAN-UP

- i. Keep the construction site free of rubbish and waste material and restore to their original condition those portions of the site not designated for alteration by the scope of work. Clean up and restoration shall be accomplished on the continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity or the work.
- ii. Remove when no longer needed, all temporary structures markers and equipment used in its operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the scope of work be restored to their original condition or as nearly as possible.

1.04 TECHNICAL REQUIREMENTS

The successful Bidder's equipment, products, and services shall meet the technical specifications outlined in Exhibit 3.

1.05 WARRANTY AND GUARANTEE PROVISIONS

All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the successful Bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and/or furnished and installed by the successful Bidder is warranted and guaranteed by the successful Bidder to meet the required standards specified herein and to accomplish the purposes and functions of the project.

The County shall, following discovery of faulty materials or workmanship, promptly give written notice to the successful Bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder(s) shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the successful Bidder, and do not constitute exclusive remedies of the County against the successful Bidder.

1.06 LIMITATIONS PER PROJECT

No single construction project estimated to exceed \$299,999.99 shall be performed under this Agreement. A project exceeding \$299,999.99 shall be solicited under a separate formal, sealed process in order to comply with FS 255.0525.

1.07 BASIS OF AWARD

The County intends to award a minimum of one (1) and up to five (5) of the lowest responsive, responsible Bidders by Group. Bidders are required to bid all items within a Group to be considered responsive. The County reserves the right to use any successful Bidder which it deems to be in its best interest for any specific project. Selection of a successful Bidder for each project will be within the sole discretion of the County. The agreement(s) resulting from the acceptance of a bid shall be made by issuing an Agreement and be bound by the terms and conditions of the Agreement and the specifications of this Invitation for Bid.

1.08 LIQUIDATED DAMAGES

If the successful Bidder refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the successful Bidder shall pay to the County the sum of \$250.00 as fixed, agreed and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the successful Bidder and their Surety shall be liable for the amount thereof. Any liquidated damages not so deducted from any unpaid amounts due the successful Bidder shall be payable to the County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

1.09 ACCESSIBILITY

The 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, the Bidder shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, the Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

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

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

No documentation is required. The County will verify registration.

2. Bidder must possess a current, valid General Contractor or Underground Utility and Excavation License issued by the Florida Department of Business and Professional Regulation (DBPR).

Provide a copy of Bidder's General Contractor or Underground Utility and Excavation License issued by the Florida DBPR.

3. The Bidder has provided Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services for at least three (3) clients since November 30, 2017.

Provide the following information for the three (3) qualifying clients.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components

4. Bidder Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No documentation is required. The County will verify.

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

No documentation is required. The County will verify.

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

No documentation is required. The County will verify.

7. Bidder is not on the FDOT Contractor Suspension List

No documentation is required. The County will verify.

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

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

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

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

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

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

END OF EXHIBIT 2

**EXHIBIT 3 SUPPLEMENTAL TECHNICAL SPECIFICATIONS
IFB NUMBER 21-R075323JH**

3.01 PURPOSE - SANITARY SEWER SYSTEMS AND STORMWATER SYSTEMS

The successful Bidder may provide any combination of the following applications:

- a. Method 1 - Sanitary Sewer and Stormwater - Cured-in-Place-Pipe (CIPP)
Reconstruction of existing pipe via inserting resin-impregnated flexible felt/fiberglass tube into the existing pipe, cured by external heat source, hot water cure only. Pipeline Assessment Certification Program (PACP) Certification required.
- b. Method 2 - Stormwater - Trenchless Pipe Reconstruction System, cured by external heat source only for HDPE (High Density Polyethylene). PACP Certification required.
- c. Method 3 -Sanitary Sewer -Cured-in-Place-Pipe (CIPP), Sectional Repair Sleeve-via inserting impregnated flexible felt/ fiberglass tube into existing pipe, cured by external heat source, hot water cure only. PACP Certification required.
- d. Ancillary Services - PACP Certification required.

3.02 REQUIREMENTS - SANITARY SEWER SYSTEMS AND STORMWATER SYSTEMS (reference Attachment H, Pricing Form - Groups 1 and 2)

- a. The successful Bidder shall provide trenchless reconstruction of service laterals, mainline sewers and storm sewers. The successful Bidder shall have the capability of performing County selected services which include televised inspection, data collection, system flow analysis, and pipeline reconstruction.
- b. Service connections shall be cut and brushed enough to allow access for group packer.
- c. Successful Bidder reserves the right to deem what is "safe" to grout based on the air test results.
- d. All items 6" - 12" diameter pipes shall include a minimum of 2.5 gallons of grout per joint.
- e. All items 15" diameter pipes shall include a minimum of 5 gallons of grout per joint.
- f. TV Inspection refers to the televised inspection of the pipe interior using remote controlled video equipment. Payment is by the linear feet of travel within the pipe. TV inspection does not include any cleaning except for the use of water jet or camera transport. The unit price varies according to the pipe diameter. Written inspection reports and video are required for each TV inspection performed. PACP Certification required.
- g. Additional Set Up refers to the charge for the termination of the TV Inspection in a section of pipe due to a blockage, and the reentry of the camera from the opposite direction. The feet televised would be charged in addition to Set Up.
- h. Lateral Inspection refers to televised inspection of a service connection via an existing clean out. Payment is a lump sum for footage up to 30 linear feet. Additional footage would be charged at the applicable rate.
- i. Manhole inspection refers to the visual inspection of the manhole interior, noting any deficiencies.

- j. Manhole testing refers to the introduction of a smoke producing device into a section of pipe for the purpose of determining sources of exfiltration or cross-connections.
- k. Cleaning - (light, medium, heavy) - The intent of sewer line cleaning is to remove dirt, grease, rocks, tuberculation, sand, and other foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity. Since the success of other phases of work depends on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the successful Bidder will not be required to clean those specific segments of the sewer line.

If, in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the successful Bidder will not be held responsible. However, the successful Bidder is required to provide flow transfer and may be directed to assist the County in the repair.

- l. Light Cleaning refers to the removal of ¼” diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.
- m. Medium Cleaning refers to the removal of ¼” to ½” diameters of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.
- n. Heavy Cleaning refers to the removal of greater than ½” diameters of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.
- o. Trenchless Pipe Reconstruction System, Sanitary Mains, refers to the installation of a resin impregnated, cured-in-place pipe by external heat source, hot water cure only within the existing sewer main.
- p. Service reconnection refers to the reinstatement of the house service connection of the sewer main after the installation of the Trenchless Pipe Reconnection System. This is accomplished from within the sewer main via a remote-controlled cutting device.
- q. Service Lateral Inspection and Preparation for Reconstruction refers to the reinstatement of a house service connection to the sewer main after the installation of the Trenchless Pipe Reconstruction System. In addition, the service lateral TV Inspection and the connection surface is prepared for the installation of the Trenchless Lateral Reconstruction System.
- r. Trenchless Lateral Reconstruction refers to installation of a resin impregnated cured-in place lateral within the existing lateral extending from the sewer main connection to a previously installed clean out.
- s. Service Reconstruction up to 30 Linear Feet refers to the lateral reconstruction via the above system for a base footage of 30 linear feet.
- t. Additional footage refers to the additional footage of lateral reconstruction beyond the 30 linear feet included in the base price.

- u. Additional for stack service refers to an additional charge incurred when reconstructing a service lateral in the stack or vertical configuration.
- v. Easement access refers to the additional charge incurred when working within easements between property boundaries.
- w. Blind shots refer to the additional charge incurred when terminating a section of Trenchless Pipe Reconstruction outside a manhole or similar structure.
- x. Traffic Control refers to the additional charge incurred for placing traffic control personnel or devices in areas deemed unsafe. This does not cover the placement of standard traffic cones, which shall be included in the price bid by bidders for Trenchless Pipe Reconstruction. At a minimum, 2 flaggers and a supervisor are required for traffic control.
- y. Root Removal, Clearing - The surface of the ground, for the area to be cleared and grubbed shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on or protruding through the surface of the ground. However, trees shall be preserved as hereinafter specified unless otherwise designated by the County. Clearing operations shall be conducted to prevent damage to existing structures and installations and to those under construction, to provide for the safety of employees and others. Soil erosion control devices such as hay bales and silt fences shall be installed to satisfy all federal, state and local requirements.
- z. Root Removal, Grubbing - Shall consist of the complete removal of all stumps, roots larger than 1 ½" in diameter, matted roots, brush, timber, logs and any other organic or metallic debris not suitable for foundation purposes, resting on, under or protruding through the surface of the ground to a depth of 18" below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.
- aa. Disposal of Cleared Root, Scale or Sediment Material - The successful Bidder shall dispose of all material and debris from the clearing and grubbing operation by hauling such material and debris off site. The cost of disposal (including hauling) of cleared and grubbed material and debris shall be considered a subsidiary obligation of the successful Bidder; the cost of which shall be included in the prices bid for root removal.
- bb. By-Passing Existing Flows and Pre-Installation Procedures-The successful Bidder shall notify all the residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The mainline sewer shall always be kept in operation during the rehabilitation of lateral lines. By-passing as outlined in the following section is permitted. Alternate methods shall be submitted to the County for approval.

The successful Bidder shall furnish equipment, materials, supplies, labor and all incidentals required to by-pass the sanitary sewer flow such that the lateral lining process may be completed. The successful Bidder shall plug the upstream line and pump the flow to the nearest downstream manhole (or, when approved by the County,

to another system all together). Dumping the existing flow onto private property or streets shall not be allowed. At the end of each day, the successful Bidder shall make temporary tie-ins such that no service is interrupted overnight. By-passing of existing flows shall be considered an incidental part of the work and will not be paid for directly.

- cc. Tuberculation -The development of small mounds of corrosion products on the inside of iron pipes. These mounds are reddish brown and of various sizes.

3.03 PURPOSE- LINE AND MANHOLE REHABILITATION SERVICES

The successful Bidder shall provide the necessary personnel, material, equipment, supplies, transportation, and services to do all tasks necessary to provide pressure washing, acid bath, spray adhesion, rebuild thickness of manhole up to 12” thick, and spray protective coatings (spray coat). This project covers lines, and manholes / wet wells which are located throughout the County.

The successful Bidder may provide any combination of the following applications:

- a. Method 1 - Manhole Surfacing - Raven 405
- b. Method 2 - Manhole Surfacing - Green Monster

3.04 REQUIREMENTS - LINE AND MANHOLE REHABILITATION SERVICES (reference bid form - Group 3)

- a. The successful Bidder shall perform manhole/ wet well rehabilitation, pressure grouting, and removal of sand and debris from manholes.
- b. Approved manhole / wet well liner products are: Raven 405, and Green Monster, (and/or equivalents with County approval).
- c. Corrosion Protection - application of based coating for protection from hydrogen sulfide attack.
- d. Bench/ Invert Repair-Minor repairs made to the bench and invert area of the manhole.
- e. Injection Grouting - placement of grout curtain around the manhole exterior via drilled access points in the manhole wall. Grout to be used-acrylate chemical grout AC400, Avanti AV/118, or AV/202.
- f. Joint Grouting - accepted product of Avanti AV/101 or AV/202 (and/or equivalents with County approval)

3.05 MANHOLE INSPECTION ASSESSMENT

a. SCOPE OF WORK

- i. The successful Bidder shall perform visual inspections of the project manholes and record any defect discovered. The visual inspection shall include up to two images, manhole cover and frame, chimney, walls, invert and all appurtenances.
- ii. The nature of the inspections shall be to verify the physical condition of the manhole and to provide a permanent record of the existing condition as it relates to dimensions, materials, obstructions, breakage, connections, and deterioration. Inspections may be performed by personnel entry or from the

surface utilizing pole mounted camera equipment to visually inspect the chimney, cone, wall, bench, pipe seals and invert conditions and conditions of connecting pipes.

- iii. The department will provide a minimum of three hard copies, or one electronic file of the basins being inspected.

b. REQUIREMENTS

- i. The successful Bidder shall inspect the manhole surroundings and the manhole interior using visual means and digital methods.
- ii. All inspections shall be recorded digitally.
- iii. All inspection forms shall be scanned and submitted as PDF, CSV, KML, SHP & XL files.
- iv. All inspection data shall be entered into a NASSCO Manhole Assessment Certification Program (MACP) compliant program. The database shall be submitted along with the scanned PDF, CSV, KML, SHP & XL files and all digital images in JPG format.
- v. The inspection images, reports, and inspection database shall be in accordance with department data standards.
- vi. Successful Bidder shall maintain a copy of all report material. The successful Bidder shall provide comments as necessary to fully describe the existing condition of the manhole on the inspection forms.
- vii. Successful Bidder shall be responsible for modifications to equipment and/or inspection procedures to achieve the department report requirements.
- viii. No work shall commence prior to approval of the submitted material by the department. Once accepted, the report material shall serve as a standard for the remaining work.
- ix. Successful Bidder shall have all reports made available through an online FTP site with a secure login.
- x. Successful Bidder shall be self-performing. No subcontractors allowed.
- xi. Each inspection shall have a minimum requirement of two employees onsite.

c. QUALITY ASSURANCE

Each inspection supervisor shall be NASSCO PACP certified. Use of MACP/PACP certified technicians to review defects in the office (post process) is not acceptable.

- i. The inspection contractor must have an internal quality assurance/quality control program in place and all inspection data shall be subjected to the procedures prior to submittal to the department. The department will perform QA/QC audits on submitted data.
- ii. QA/QC shall be performed by NASSCO PACP certified personnel.

d. SUBMITTALS

- i. The following deliverables shall be submitted at the completion of inspection:
 - 1) Electronic version (pdf, csv, kml, shp, & xl) of the manhole inspection reports.
 - 2) The department standard manhole inspection database shall be provided on drives or server/FTP site for access.

- 3) Inspection digital images in JPEG format saved on thumb drives and embedded in online reports accessed through the secure server/FTP site.
- 4) QA/QC report
- ii. The above deliverables shall be submitted to the department for approval.
- iii. The manhole inspection reports, and database shall be in accordance with the department data standards.

e. **NOTIFICATION**

The Successful Bidder shall notify the department a minimum of 24 hours prior to performing any inspection work unless it falls under an emergency request. The department may have a representative present during manhole inspections. No payment will be made for inspections performed without proper notification.

f. **DIGITAL IMAGE/METHOD FOR REMOTE INSPECTIONS**

All manhole images required as part of this specification shall be obtained using a digital image with a minimum 10 megapixel, capable of producing high resolutions images.

g. **EXECUTION**

- i. The inspection crew shall mobilize to the site of the manhole inspection and immediately establish traffic control measures per Florida Department of Transportation (FDOT) requirements as well as any measures required to protect pedestrians. The crew shall inspect each manhole and record required information.
- ii. A diligent effort shall be made to locate all structures. Metal detectors shall be used to locate buried manholes. Once a buried manhole has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area images, address, etc. Successful Bidder shall notify the departments project manager with a list of those manholes that could not be fully inspected due to unable to locate, buried, surcharged, could not open, or manhole is not accessible. The department project manager may arrange to have some, or all these manholes exposed, or otherwise made accessible for full inspection. The department project manager will notify the successful Bidder of the status and may authorize re-inspection provided the successful Bidder is still working on-site.

h. **MANDATORY INSPECTION HEADER INFORMATION**

Once the manhole is located, the following mandatory information shall be recorded on the inspection form (template will be in the forms section). Note that the mandatory fields noted below are more inclusive than the MACP requirements. All available information shall be collected and recorded for those manholes that are buried, could not open, surcharged, etc. The department can determine what fields they want on the report prior to inspections commencing. All reports are customizable to all data fields.

- i. Manhole Number (The department standard Asset Number)

- ii. Street address
- iii. GPS coordinates (lat/long & state plane)
- iv. Sheet number
- v. Purchase Order No.
- vi. Date
- vii. Time
- viii. Surveyor's Name
- ix. Certification Number
- x. System owner
- xi. Locality (Utilities)
- xii. Drainage area (tributary Pump Station Number)
- xiii. Location (street number and name)
- xiv. Downstream pipe length (feet)
- xv. Rim to grade (inches)
- xvi. Pre-cleaning method (using approved MACP codes)
- xvii. Location code (using approved MACP codes)
- xviii. Manhole surface type (using approved MACP codes)
- xix. Potential for runoff (using approved MACP codes)
- xx. Access point type (using approved MACP codes)
- xxi. Inspection status (using approved MACP codes)
- xxii. Area image reference (using the departments standard naming convention)
- xxiii. Internal image reference (using the departments standard naming convention)

i. MANHOLE COMPONENT OBSERVATIONS

The inspection crew shall complete all fields within the manhole component/observation section of the inspection form. The department can determine what fields of data collected, prior to commencing on doing the manhole inspections. The following information shall be collected:

- i. Cover type (solid, vented, bolted)
- ii. Cover size (top surface diameter in inches)
- iii. Cover material
- iv. ID & OD measurements for inflow dish
- v. Number of vent holes
- vi. Cover/Frame fit (cover to frame fit, MACP codes)
- vii. Cover condition (MACP codes)
- viii. Cover insert type
- ix. Cover insert condition
- x. Frame condition
- xi. Frame seal condition
- xii. Frame offset distance
- xiii. Frame seal inflow
- xiv. Chimney condition
- xv. Steps condition if available
- xvi. Wall material
- xvii. Corrosion level
- xviii. Color of coating

- xix. Manhole elevation grade
- xx. Interior wall coating
- xxi. Wall diameter
- xxii. Bench present
- xxiii. Infiltration visible
- xxiv. Channel installed
- xxv. Overall condition of manhole
- xxvi. Additional remarks relevant to the manhole

j. MANHOLE INTERIOR INSPECTION

The inspection crew shall determine the types of defects within the manhole and document each defect. The manhole chimney, cone, wall, bench and channel will be inspected for structural integrity, signs of I/I and the presence of roots. The department may determine what information they want collected. Each defect will be documented on the inspection form with the following information:

- i. Defect number
- ii. Component of manhole containing defect
- iii. Image Reference

k. CONNECTING PIPE DETAILS

Each pipe entering and exiting the manhole may be documented where possible and inspected to determine diameter, pipe material, debris levels and rim to invert distance (to 0.1 feet). The department may determine what fields of data they feel are pertinent to their needs and may be customized to the departments needs. The pipe inspection will include the following information:

- i. Pipe image (using the departments approved file naming structure)
- ii. Pipe direction (incoming or outgoing)
- iii. Pipe clock positions (6=outgoing)
- iv. Pipe diameter
- v. Pipe material (using PACP codes)
- vi. Rim to invert distance (measured to nearest 1/10th of a foot)
- vii. Pipe special condition (drops, force mains, etc. using approved MACP codes)
- viii. Debris depth
- ix. Connecting structure number if manhole or cleanout, service line clock position, stub out clock position, etc.
- x. Pipe seal condition (using approved MACP codes)
- xi. Pipe seal roots (using approved MACP codes)
- xii. Observed pipe defects, obstructions, roots, etc. (using PACP codes)

l. NOTIFICATION OF EMERGENCY CONDITIONS

Inspection crews shall immediately notify the department and/or on-site inspector of any defects posing imminent danger to the public (missing lids, covers broken during inspection, sink holes, etc.) and any observed pipe blockages or potential overflow conditions.

m. **COMPLETION**

Once the inspection is complete the field crew shall make certain the ring is clean and does not have any debris preventing a proper cover fit. The manhole lid shall be replaced, and any displaced items moved back into place.

A list of manholes that could not be fully inspected, along with the problem explanation, shall be forwarded to the department project manager throughout the inspection work.

If the successful Bidder has completed accessible inspections, and the department authorizes, the successful Bidder may be required to re-mobilize at the same unit price and complete the requested inspections. All re-inspections will be at the same contracted unit price and subject to the contract mobilization price.

Any map updates shall be consolidated and forwarded to the departments project manager with the submitted inspections.

n. **IMAGE REQUIREMENTS**

- i. During each inspection one image is required but the department may choose to have multiple images taken:
 - 1) **Area image** - During the inspection, an image may be taken of the manhole cover showing location within the roadway, shoulder or easement as appropriate. Images shall be taken of any indications of previous overflows such as water marks and paper or other debris typical of sewer overflows. Surface images shall be oriented in the direction of the outgoing pipe to show the pipeline cover and easement condition. The area images should show the manhole visible in the foreground where possible.
 - 2) **Internal Image** - Take an image of the manhole interior in plain view showing the general arrangement of the incoming and outgoing sewers, manhole walls and other appurtenances. The internal condition image shall be oriented with the direction of the outgoing main line flow at the bottom of the image (6:00 position). A minimum of one internal image is required.
- ii. During inspections manholes shall be free of steam, fog, water vapor or other conditions that will impact the quality of images.
- iii. All images shall adequately capture the manhole conditions and details of defects. Lighting and camera quality shall provide a clear picture of the manhole interior, manhole defects, and manhole
- iv. The images shall be kept electronically and embedded in all digital reports.
- v. All digital images shall be embedded in the manhole inspection form and electronic spreadsheet/database.

o. **MANHOLE NUMBERING, INSPECTION FORMS AND DEFECT CODES**

The successful Bidder shall use the departments manhole numbering system when performing the inspections for this project. Manhole numbers will be provided by the department.

p. **SITE RESTORATION**

After inspecting manholes in an area, the work site shall be cleaned and restored to pre-work conditions. If manhole is buried and exposed, then restore site by placing material back over exposed manhole. No re-sodding is anticipated or included in the pricing.

q. **DELIVERABLES**

The successful Bidder will be required to submit the following deliverables at the completion of inspections.

i. Digital Field Inspections Reports to include:

- 1) Inspection session header information (see required fields above)
- 2) Component observations
- 3) Manhole inspection details including defects observed and photo image references
- 4) Connecting pipe details

ii. Format:

- 1) PDF files – 1-page PDF report per manhole to include the following:
 - GPS map
 - Imbedded image
 - Condition assessment of manhole.
- 2) KML file – Complete manhole overview of area with sewer main lines visible
- 3) CSV file – Includes all inspection data.
- 4) SHP file
- 5) Hard Copies (flash drive or external hard drive.)

iii. Inspection digital image in the departments approved format and resolution. File names assigned in accordance with the departments standard.

iv. Electronic Inspection Data stored by successful Bidder and available online for the department to download/view, & share using a secure FTP site.

v. All reports must be completed and uploaded to the FTP site with 5 business days of completing the project.

3.06 SMOKE TESTING INSPECTION ASSESSMENT

a. **BACKGROUND INFORMATION**

The successful Bidder shall perform visual and smoke induced inspections of the project sewer pipes and record any defect discovered. The inspection shall include multiple images of any defects that have presented themselves while generating non-toxic smoke into the projected sewer pipes. The images are required to be accompanied with GPS coordinates for each defect.

b. SCOPE

The nature of the inspections shall be to verify the physical condition of the sewer pipes and to provide a permanent record of the existing condition as it relates to materials, obstructions, breakage, connections, and infiltration. Inspections may be performed from the surface utilizing the required smoke testing equipment, proper safety procedures and notifying the local Fire Department and homeowners of the work that is going to be performed.

The department will provide a minimum of two hard copies, or one electronic file of the basins being inspected.

c. GENERAL REQUIREMENTS

The successful Bidder shall meet the following requirements:

- i. The successful Bidder shall inspect the sewer pipe surroundings and the manhole interior using visual means, non-toxic smoke generated into sewer pipes and digital methods.
- ii. All inspections shall be recorded digitally.
- iii. All inspection forms shall be scanned and submitted as PDF, CSV, KML, SHP & XL files.
- iv. The successful Bidder is required to use software and a database that meets all standards and procedures that are approved by NASSCO.
- v. The inspection images, reports, and inspection database shall be in accordance with the departments data standards.
- vi. Successful Bidder shall maintain a copy of all report material. The successful Bidder shall provide comments as necessary to fully describe the existing condition of the sewer pipes.
- vii. Successful Bidder shall be responsible for modifications to equipment and/or inspection procedures to achieve the department report requirements.
- viii. No work shall commence prior to approval of the submitted material by the department. Once accepted, the report material shall serve as a standard for the remaining work.
- ix. Successful Bidder shall have all reports made available through an online FTP site with a secure login.
- x. Successful Bidder shall be self-performing. No subcontractors allowed.
- xi. Each inspection shall have a minimum requirement of two employees onsite.
- xii. The proper equipment required to complete a successful smoke testing should include a manhole blower, non-toxic liquid smoke and canister, tablet that has 4G LTE capabilities with no less than 8mp high definition camera, GPS internally, WIFI, i5 or higher processor, windows 10 and an operating system that is NASSCO approved and that can produce a detailed report for each individual sewer pipe being smoke tested.

d. QUALITY ASSURANCE

The successful Bidder shall have the following certifications:

- i. Each inspection supervisor shall be NASSCO PACP certified. Use of MACP/PACP certified technicians to review defects in the office (post process) is not acceptable.
- ii. The inspection contractor must have an internal quality assurance/quality control program in place and all inspection data shall be subjected to the procedures prior to submittal to the department. The department will perform QA/QC audits on submitted data.
- iii. QA/QC shall be performed by NASSCO PACP certified personnel.

e. SUBMITTALS

The following deliverables shall be submitted at the completion of inspection:

- i. Electronic version (pdf, csv, kml, shp, & xl) of the smoke testing inspection reports
- ii. The departments standard of smoke testing inspections shall be provided on drives or server/FTP site for access.
- iii. Inspection digital images in JPEG format saved on thumb drives and embedded in online reports accessed through the secure server/FTP site.
- iv. The above deliverables shall be submitted to the department for approval.
- v. The smoke testing reports, and database shall be in accordance with the department data standards.

f. NOTIFICATION

The Successful Bidder shall notify the department a minimum of 24 hours prior to performing any inspection work unless it falls under an emergency request. The department may have a representative present during manhole inspections. No payment will be made for inspections performed without proper notification.

g. DIGITAL IMAGE/METHOD FOR REMOTE INSPECTIONS

All smoke testing images required as part of this specification shall be obtained using a digital image with a minimum 8 megapixel capable of producing high resolutions images and be accompanied with GPS coordinates.

h. GENERAL

- i. The inspection crew shall mobilize to the site of the required smoke testing inspection and immediately establish traffic control measures per Florida Department of Transportation (FDOT) requirements as well as any measures required to protect pedestrians. The crew shall perform the smoke test and record required information.
- ii. A diligent effort shall be made to locate all structures. Metal detectors shall be used to locate buried manholes. Once a buried manhole has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area images, address, etc. Successful Bidder shall notify the department project manager with a list of

those manholes that could not be fully inspected due to unable to locate, buried, surcharged, could not open, or manhole is not accessible. The departments project manager may arrange to have some, or all these manholes exposed, or otherwise made accessible for full inspection. The departments project manager will notify the successful Bidder of the status and may authorize re-inspection provided the successful Bidder is still working on-site.

i. **MANDATORY INSPECTION HEADER INFORMATION**

Once the manhole is located, the following mandatory information shall be recorded on the inspection form provided by the County. Note that the mandatory fields noted below are more inclusive than the MACP requirements. All available information shall be collected and recorded for those manholes that are buried, could not open, surcharged, etc. The department can determine what fields they want on the report prior to inspections commencing. All reports are customizable to all data fields.

- i. Manhole Number (The departments standard Asset Number)
- ii. Street address
- iii. GPS coordinates (lat/long & state plane)
- iv. Purchase Order No.
- v. Date
- vi. Time
- vii. Surveyor's Name
- viii. Certification Number
- ix. System owner
- x. Locality (Utilities)
- xi. Drainage area (tributary Pump Station Number)
- xii. Location (street number and name)
- xiii. Downstream pipe length (feet)
- xiv. Access point type (using approved MACP codes)
- xv. Inspection status (using approved MACP codes)
- xvi. Area image reference (using the departments standard naming convention)
- xvii. Internal image reference (using the departments standard naming convention)

j. **DELIVERABLES**

The SUCCESSFUL BIDDER will be required to submit the following deliverables at the completion of inspections.

- i. Digital Field Inspections Reports to include:
 - 1) Inspection session header information (see required fields above)
 - 2) Component observations
 - 3) Manhole inspection details including defects observed and photo image references
 - 4) Connecting pipe details
- ii. Format:
 - 1) PDF files – 1-page PDF report per manhole to include the following:
 - GPS map
 - imbedded image
 - condition assessment of manhole.

- 2) KML file – Complete manhole overview of area with sewer main lines visible
 - 3) CSV file – Includes all inspection data.
 - 4) Hard copies (flash drive or external hard drive.)
- iii. Inspection digital image in the department approved format and resolution. File names assigned in accordance with the department standard.
 - iv. Electronic Inspection Data stored by successful Bidder and available online for the department to download/view, & share using a secure FTP site.
 - v. All reports must be completed and uploaded to the FTP site with 5 business days of completing the project.

END OF EXHIBIT 3



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[CONTRACTOR NAME]
(CONTRACTOR)**

AGREEMENT FOR [TITLE]

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

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

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

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

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

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

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

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

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 8, but not to exceed [number years in the initial term].
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods not to exceed a total of [number] years.

ARTICLE 4. COMPENSATION

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

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

required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.

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

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

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

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without

cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for

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

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

ARTICLE 15. PUBLIC RECORDS

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

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

ARTICLE 16. INDEMNIFICATION

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the

indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

ARTICLE 22. KEY PERSONNEL

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

[Enter Name, Title]

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

ARTICLE 23. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B** for any subcontractors utilized in the provision of the Services.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 25. NOTICES

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

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

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

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and

descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

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

ARTICLE 40. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

SAMPLE

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

CONTRACTOR NAME

BY: _____

Printed Name: _____

Title: _____

Date: _____

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

INSERT PROCUREMENT OFFICIAL
Procurement Official

Date: _____

SAMPLE

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

2. ESCALATION/DE-ESCALATION

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

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

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

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

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

DATED this _____ day of _____, 20_____.

CONTRACTOR Signature

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

Notary Signature
Commission No. _____

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

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

of the State of Florida” as an Additional Insured, and include limits not less than:

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

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

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

Builder’s Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

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

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

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

Liquor Liability Insurance

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

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

Garage Keeper's Liability Insurance

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

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

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

Bailee's Customer Liability Insurance

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

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

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

Hull and Watercraft Liability Insurance

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

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

Other [Specify]

REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

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

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

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

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent**

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

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

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

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

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

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

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

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SAMPLE

CONTRACTOR'S INSURANCE STATEMENT

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

Date: _____

Contractor's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.