



INVITATION FOR BID #15-1599BLS

**SANITARY SEWER SYSTEMS, STORMWATER SYSTEMS,
LINE AND MANHOLE REHABILITATION SERVICES (as required)**

Manatee County, a political subdivision of the State of Florida, (hereinafter "Owner", "Manatee County" or the "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at **10:00AM on October 26, 2015 at the Manatee County Utilities Maintenance Conference Room, 4520 66th Street West, Bradenton, FL 34210.** Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: 3:00PM, November 3, 2015
Reference Bid Article A.09

BID OPENING TIME AND DATE DUE: 3:00PM, November 16, 2015

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FOR INFORMATION CONTACT:

Bonnie Sietman, Sr. Buyer
(941) 749-3046

bonnie.sietman@mymanatee.org

Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

SECTION A INFORMATION FOR BIDDERS

A.01 OPENING LOCATION

Sealed bids will be publicly opened at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.02 SEALED & MARKED

One original and one copy of your signed bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #15-1599BLS, Sanitary Sewer Systems, Stormwater Systems, Line and Manhole Rehabilitation Services with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #15-1599BLS, Sanitary Sewer Systems, Stormwater
Systems, Line and Manhole Rehabilitation Services

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

A.03 BID FORMS

Bids must be submitted on the provided bid forms, although additional pages may be attached. Bidders must fully complete all pages of the bid forms. Bid forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety. Failure to comply may result in bidder being deemed nonresponsive.

A.04 MATHEMATICAL ERRORS

Bid 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.

Bid Forms with imbedded mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected by the Purchasing Division, if necessary, using these standards, prior to additional evaluation.

A.05 SECURING BID DOCUMENTS

IFB's and all documents issued pursuant to the IFB are available for download at no charge at mymanatee.org by clicking on "[Bids and Proposals](#)" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute bids. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs the Manatee Chamber of Commerce of all active solicitations who then distributes the information to their members.

A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid to (a) examine all IFB documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the IFB documents; and (d) notify the County of all conflicts, errors, or discrepancies in the IFB documents prior to the deadline for clarification requests.

A.07 NON-EXCLUSIVE

Unless otherwise stated in this bid specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee County Purchasing Policy. The County reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

A.08 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to any portion of the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered.

A.09 CLARIFICATION REQUESTS & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

3:00PM, November 3, 2015 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the work.

If any addenda are issued to this IFB, County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "**Bids and Proposals**". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.10 LOBBYING

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.11 UNBALANCED BIDDING PROHIBITED

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, etc., which the bidder obtained and upon which the bidder relied upon to develop its bid. County reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.12 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid 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. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.13 IRREVOCABLE OFFER

Any bid may be withdrawn up until the time and date set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by County.

A.14 BID EXPENSES

All expenses for submitting bids to the County are to be borne by the bidder.

A.15 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and 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. **Bidders must fully comply with the IFB documents in their entirety.**

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.

A.16 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 agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.17 SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Form #5A is provided for the bidder's convenience.

A.18 COLLUSION

By submitting a bid in response to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.19 CODE OF ETHICS

With respect to this bid, if any 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 III, Code of Ethics for Public Officers and Employees, such bidder will be disqualified from eligibility to perform services or provide the goods described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids 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. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to provide the goods and/or services described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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 Procurement Code 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.21 CONTRACT

The agreement resulting from the acceptance of a bid shall be in the form of purchase order.

A.22 TERMINATION OF CONTRACT

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

A.23 PURCHASING COOPERATIVE

It is the intent of this Invitation for Bid to include requirements and to obtain bids on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.24 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.25 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 his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

The successful bidder shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.26 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade 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.

A.27 DELIVERY

Unless otherwise specified, all prices are to be FOB Destination.

A.28 AUTHORIZED PRODUCT REPRESENTATION

The 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.

A.29 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.

A.30 AMERICANS WITH DISABILITIES ACT

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 IFB document at least twenty-four (24) hours in advance of either activity.

A.31 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, County hereby notifies all bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

A.32 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

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

A.33 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.

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 within 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.

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.

A.34 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become public records, and shall be subject to public disclosure requirements pursuant to Florida Statute, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No review or analysis of the bid shall be conducted at the public bid opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities which submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If the County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as 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 rejecting all bids.

In any agreement entered into by the County wherein the successful bidder is acting on behalf of the County, the successful bidder is required to comply with Florida Statute, Section 119.0701 which requires keeping, maintaining and disclosing public records.

A.35 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) months prior to the announcement of the Invitation For Bid 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.

To qualify for local preference under this section, a **local business 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 mail the notarized original to: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the affidavit and notify County of any changes affecting same.

A.36 VENDOR REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at www.mymanatee.org/vendor. If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Purchasing Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.37 ENVIRONMENTAL SUSTAINABILITY

All bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.38 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 you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.39 FUNDING

This bid 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 of this bid. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, 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 the bid.

A.40 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Successful Bidder agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Successful Bidder shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

A.41 PRECEDENCE

Statements contained in the Scope of Work or Bid Summary section of this Invitation for bid, which vary from the information contained in this section A, Information to Bidders, shall have precedence.

END OF SECTION A

SECTION B
BASIS OF AWARD

B.01 **BASIS OF AWARD**

The County intends to award a minimum of one and/or up to three (3) 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 Awarded Bidder which it deems to be in its best interest for any specific project. Selection of an Awarded 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 a blanket purchase order(s) and be bound by the terms and conditions of the purchase order and the specifications of this Invitation for Bid.

NOTE: Attendance of the Information Conference (prebid meeting) is highly recommended.

END OF SECTION B

SECTION C
GENERAL TERMS AND CONDITIONS

C.01 AGREEMENT FORMS

The agreement(s) resulting from the acceptance of a bid shall be in the form of a blanket order(s) on an "as required" basis.

C.02 ASSIGNMENT OF AGREEMENT

Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title, or interest therein, or his power to execute such Agreement, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County.

Subcontractors shall be bound by the terms and conditions of this agreement insofar as it applies to their Work, but this shall not relieve the Successful Bidder from the full responsibility of the County for the proper completion of all Work to be executed under this agreement. No subcontracting will be allowed without the prior written approval of the County.

C.03 CANCELLATION

Any failure of the Successful Bidder to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the agreement, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated.

If the Successful Bidder persistently fails to perform the Work in accordance with the agreement, the County reserves the right to terminate the agreement and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this agreement with or without cause.

C.04 INDEMNIFICATION

The Successful Bidder covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.05 QUALIFICATIONS OF BIDDERS

Each bidder shall possess all licenses required (in accordance with regulation of professions and occupations 489.105 Florida Statute) or possess an Underground Utility Contractor License or a Certified General Contractors License for the Work which is the subject of this bid, and upon request shall submit a true copy of all applicable licenses. **The Successful Bidder (Company supplying the bid) shall have a minimum of three (3) years of experience in sanitary sewer systems or stormwater systems or line and manhole rehabilitation services to be considered for award.**

To demonstrate qualifications to perform the Work, each bidder shall be able to provide evidence of Bidder's qualification to do business in the state of Florida. In addition each bidder shall submit as a portion of their bid, a completed Bidder's Questionnaire as provided herein.

No person who is not certified or registered as a Certified General Contractor or Underground Utility Contractor pursuant to Chapter 489, Florida Statutes, on the day the bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted, may be qualified to bid on this Work. In the event that a bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in Section 489.119(2), Florida Statutes, then the bidder shall only be qualified to bid on this Work if: 1) the bidder (the business organization) is on the day the bid is submitted, and for a least three (3) consecutive years immediately prior to the day the bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes, and that Qualifying Agent has been the same Qualifying Agent of the bidder for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted.

C.06 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the Successful Bidder shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Successful Bidder shall refund to Manatee County any money which has been paid for same. The Successful Bidder will be responsible for attorney fees in the event the Successful Bidder defaults and court action is required.

C.07 REGULATIONS

It shall be the responsibility of the bidder to assure compliance with PACP (Pipeline Assessment Certification Program), CIPP (Cured in Place Pipe), OSHA, EPA and/or other Federal or State of Florida legislation, rules, regulations or other requirements, as each may apply.

C.08 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment 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. This three year warranty includes but is not limited to pipe lining products and manhole products.

All materials, equipment, and workmanship furnished and installed by the Successful Bidder is warranted and guaranteed by the Successful Bidder to be such as to meet the specifications herein and to accomplish the purposes and functions implied and expected for this type of service.

The County shall, following discovery thereof, promptly give written notice to the Successful Bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the Successful Bidder shall promptly replace any part of the faulty equipment, material, or workmanship at his 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.

C.09 PERFORMANCE AND PAYMENT BONDS - PER RELEASE ORDER

Per release order, the Successful Bidder, for projects totaling \$100,000 or more, shall furnish surety bonds using the form prescribed in F.S. 255.05, which is provided herein, as security for faithful performance of the release order awarded as a result of this bid and for the payment of all persons performing labor and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in F.S. § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in F.S. §255.05. The Successful Bidder will add as a separate entry the cost of the bonding with supporting invoice on the submitted pay application / invoice.

Surety of such bonds shall be in an amount equal to the release order award (100% each) issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to this County. 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 Successful Bidder until the Successful Bidder has complied with this paragraph.

Furnishing of the recorded Performance and Payment bonds shall be requisite to execution of a release order over \$100,000 with the County. Said Performance and Payment bonds will remain in force for the duration of the release order over \$100,000, with the premiums paid by the Successful Bidder. Failure of the successful bidder to supply the required bonds shall be just cause for cancellation of the release order award. The County may then contract with another acceptable bidder.

C.10 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Successful Bidder shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Successful Bidder for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents.

Otherwise, the Successful Bidder shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.11 NO INTEREST

Any monies not paid by the County when claimed to be due to the Successful Bidder under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Successful Bidder for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.12 CONSTRUCTION OF CONTRACT

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

C.13 WORK AUTHORIZATION

Any work authorized for procurement under this contract shall be on an **"as required"** basis at various locations within the County. The Successful Bidder is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County. All work shall be scheduled with the County's Representative. The Successful Bidder shall be given a scope of work for each project and shall be required to visit the work site. The Successful Bidder's Price Proposal to the County for completing the work shall include the number of days to complete the work and the total price to complete the work, including the work items required in accordance with the attached Bid Form. The County reserves the right to disapprove the Price Proposal and shall have no obligation to issue a Release Order for the work.

If during performance of the Work additional work is determined to be required, a written proposal must be provided to the County for approval before any additional work is performed.

C.14 PROJECT SCHEDULE

As Release Orders are issued under the Blanket Purchase Order for Sanitary Sewer Systems, Stormwater Systems, Line and Manhole Rehabilitation Services, individual project schedules will need to be supplied by the Successful Bidder and approved by the County for each project.

C.15 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the awarded bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

C.16 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 his Surety shall be liable for the amount thereof.

END OF SECTION C

SECTION D
INSURANCE REQUIREMENTS

D.01 INSURANCE

The Successful Bidder will not commence work under an agreement until the Successful Bidder has obtained all insurance under this section and such insurance coverage as might be required by the County. The Successful Bidder shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the agreement documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for the coverage required by the agreement documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:	<u>\$1,000,000</u>
Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>
Medical Expense (Any One Person)	<u>\$1,000,000</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Property Damage Liability Combined	<u>\$ 500,000</u>
Annual Aggregate (If Applicable)	<u>\$1,000,000</u>

d. County Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Successful Bidder shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County officials, officers, agents and employees and only to claims arising out of or in connection with the Work under this Contract.

- e. Property Insurance
If this Contract includes construction of or additions to above ground buildings or structures, Successful Bidder shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

- f. Installation Floater
If this Contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, Successful Bidder shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

- g. Certifications of Insurance and Copies of Policies
 Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this agreement.

ADDITIONAL INSURED:

Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

If the initial insurance expires prior to the completion of operations and/or services by the Successful Bidder, renewal certificates of insurance and required copies of policies shall be furnished by the Successful Bidder and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Successful Bidder for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Successful Bidder or Successful Bidder's sureties to the County or to any workers, suppliers, material men or employees in relation to this Contract.

- h. In order for the certificate of insurance to be properly received, it must comply with the following:
 - 1. The certificate holder shall be:
Manatee County Board of Commissioners, a political subdivision of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000

 - 2. Certificate shall be mailed to:
Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attention: Bonnie Sietman, Sr. Buyer

END OF SECTION D

SECTION E
SPECIFIC TERMS & CONDITIONS

E.01 PURPOSE

It is the intent of Manatee County to establish an annual agreement to procure, on an "as required" basis Sanitary Sewer Systems, Stormwater Systems, Line and Manhole Rehabilitation Services. The proposed work may include, but not limited to, 6"-72" Cured in Place Pipe (CIPP), TV Inspection and computerized analysis, smoke testing, trenchless reconstruction, manhole, and lateral rehabilitation which may include cleaning and inspection, sewage bypass pumping, reestablishing service connections, maintenance of traffic, surface restoration and any associated work required to complete a project in accordance with this Invitation to Bid specification. The underground infrastructure includes underground sewer and stormwater lines, manholes / wet wells throughout the County. It is the specific purpose of this bid to establish an agreement for the required services to secure the cost and availability.

E.02 BLANKET ORDERS

Blanket Purchase Order(s) shall be issued as a result of this bid. A written Blanket Purchase Order, when accompanied by a valid Release Order number provided by an authorized County department, will authorize services on an "**as required**" basis. (Note: The quantities shown on the Bid Form are estimates only. There is no guarantee that these quantities will be released).

A master agreement with subsequent individual release orders shall be used, therefore for payment; each invoice shall indicate the Blanket Purchase Order number followed by a valid Release Order number.

E.03 QUANTITIES

The exact quantities of the required services / product cannot be determined at this time, however, approximated past annual usage is indicated on the Bid Form. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Release Orders shall be issued on an "**as required**" basis; covering all or part of the specified items on bid.

E.04 DELIVERY

Once a written Release Order (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 ten (10) 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 items specified herein, the County reserves the right to place orders from the next lowest responsive, responsible bidder or to solicit new pricing at the time of need.

The primary 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 release order 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 release order 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.05 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, 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 item.

E.06 PAYMENT

Within forty-five (45) days after completion of work by the Successful Bidder, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Invoices shall indicate both the Blanket Purchase Order number and the Release Order number.

E.07 PERMITS/FEES/REGULATIONS

Successful Bidder shall be required to give all necessary notices, obtain all permits and inspections, and pay all costs in connection with the work. Successful Bidder shall assure compliance with any OSHA, EPA, and/or federal, state, and local rules, regulations. Any conflicts between the specifications and code shall be brought to the attention of the County's representative and resolved before the work is continued.

The Successful Bidder shall give all notices and comply with all laws bearing on the conduct of the work as drawn and specified. If the Successful Bidder observes that the drawings and specifications are at variance therewith, Successful Bidder shall promptly notify the County in writing, and any necessary changes shall be made. If the Successful Bidder performs any work contrary to such laws, ordinances, rules, and regulations and does not comply with the aforesaid procedure, Successful Bidder shall bear all costs incidental to such violation.

E.08 DEVELOPMENT OF PRICE PROPOSAL

The County will initiate a meeting with the Successful Bidder to review the scope of work; this may also include an on-site visit. The Successful Bidder shall then be required to prepare a detailed cost estimate using the unit prices bid. (The Successful Bidder's bid prices stated herein shall serve as the basis for establishing the value of the work to be performed.) This cost estimate shall include a Successful Bidder-developed and detailed statement of work and shop drawings/sketches for the work required. The Successful Bidder shall ensure that its proposal is complete using the applicable specifications and standards included herein. The detailed statement of work must be supported by all necessary documentation to indicate that adequate planning to accomplish the work has been performed.

A schedule of completion of the work shall be included in the proposal, if the schedule is not provided to the Successful Bidder by the County. Costs for the aforementioned documentation shall be included in the Successful Bidder's bid prices and will not be paid separately by the County.

The Successful Bidder shall be expected to expeditiously prepare its proposal and in no event shall the proposal preparation time exceed **15 calendar days**. The Successful Bidder shall submit its proposal to the County, who will evaluate the proposal and, if approved, will issue a written notice to proceed with the work. The County reserves the right to disapprove the proposal. The County has no obligation to issue a notice to proceed for the work.

If additional quantities are required to complete the work, a "revised" release order detailing the additional work will be issued. It shall be the Successful Bidder's responsibility to advise the County and obtain prior approval for additional quantities to be utilized beyond those specified in the release order.

E.09 MEASUREMENT AND PAYMENT

In the measurement of items to be paid for on the basis of area of finished work, the lengths and / or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any items of work required to complete the lump sum items. Contactor may be required to provide a break-down of the lump sum totals upon request.

E.10 MOBILIZATION / DEMOBILIZATION

Measurement and payment for this bid item shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, when applicable, all required insurance and permits for the project and the Successful Bidder's mobilization and demobilization costs as shown in the Bid Form.

Mobilization shall include the preparatory work and operations in mobilizing for beginning work on the project; including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, as required by the Contract and all applicable laws and regulations.

Payment for the mobilization / demobilization Bid item shall not exceed 5 percent (5%) of the total Contract amount.

The successful Bidder shall provide the County with forty-eight (48) hour notice prior to start of work.

E.11 PRICE ADJUSTMENTS

Prices shall remain firm for the first twelve month term of the agreement. If not cancelled by the Vendor of the County, the awarded Blanket Purchase Order(s) shall be automatically renewed beyond the first twelve (12) month agreement for four (4) additional 12-month periods, not to exceed sixty (60) months provided there are not changes in prices, terms, or conditions. Requested price changes for the (4) additional 12-month periods may be approved upon review by the Purchasing Division. Documentation shall be submitted to the Purchasing Division for review. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to refuse the proposed increase, terminate the agreement with the vendor, select a second vendor, or re-advertise.

Written notice of intention not to renew shall be submitted by the successful bidder 90 days prior to the end of an agreement period.

E.12 SECURITY

All employees of the awarded Successful Bidder shall at all times provide their current driver's license upon request.

E.13 WARNING SIGNS AND BARRICADES

The Successful Bidder shall provide adequate signs, barricades, flashing lights, flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the Florida Department of Transportation 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 construction and suitable for night visibility. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. All work items are to include the cost of signing and traffic maintenance, **except** as related to shell and base preparation over 100' or overnight.

E.14 MAINTENANCE OF TRAFFIC

Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Successful Bidder shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the County.

All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Successful Bidder's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other safety measures which are satisfactory to the County.

E.15 PUBLIC SAFETY AND CONVENIENCE

The Successful Bidder shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property in a manner satisfactory to the County. No road or street shall be closed to the public except with the permission of the County and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Successful Bidder to insure the use of sidewalks and proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. All public emergency agencies (i.e., fire, medical, police, etc.) shall be furnished a list of all street closing locations and durations at least 48 hours in advance of construction closing.

E.16 PROTECTION OF WORK. PERSONS. AND PROPERTY

The Successful Bidder shall continuously maintain adequate protection of all work from damage and shall protect all property from injury or loss arising in connection with the contract. Successful Bidder shall make good any such damage, injury or loss, except such as may be directly due to error in contract documents. Successful Bidder shall provide, protect, and maintain all passageways, guard fences, lights, and other facilities required by public authority or local conditions.

Successful Bidder shall 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. Successful Bidder shall comply with Florida Department of Commerce Safety Regulations and any local safety regulations.

E.17 CLEAN UP

The Successful Bidder shall keep the construction site free of rubbish and waste materials 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 a 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 of the work. The Successful Bidder shall remove, when no longer needed, all temporary structures and equipment used in his 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.

E.18 TESTING

All air test inspections and re-testing (hold at 3#/psi) shall be performed by the Awarded Bidder.

END OF SECTION E

SECTION F
MINIMUM TECHNICAL SPECIFICATIONS

F.01 PURPOSE – SANITARY SEWER SYSTEMS AND STORMWATER SYSTEMS

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

- 1) 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.
- 2) Method 2 – Stormwater – Trenchless Pipe Reconstruction System, cured by external heat source only or HDPE (High Density Polyethylene). PACP Certification required.
- 3) 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.
- 4) Ancillary Services – PACP Certification required.

F.02 REQUIREMENTS – SANITARY SEWER SYSTEMS AND STORMWATER SYSTEMS
(reference bid form – Groups 1 and 2)

- 1) 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.
- 2) Service connections shall be cut and brushed enough to allow access for group packer.
- 3) Successful bidder reserves the right to deem what is “safe” to grout based on the air test results.
- 4) All items 6” – 12” diameter pipes shall include a minimum of 2.5 gallons of grout per joint.
- 5) All items 15” diameter pipes shall include a minimum of 5 gallons of grout per joint.
- 6) 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.

7) 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 actually televised would be charged in addition to Set Up.

8) 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.

9) Manhole inspection refers to the visual inspection of the manhole interior, noting any deficiencies.

10) Smoke 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.

11) 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.

12) Light Cleaning refers to the removal of 1/4 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.

13) Medium Cleaning refers to the removal of 1/4 to 1/2 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.

14) Heavy Cleaning refers to the removal of greater than 1/2 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.

15) 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.

16) 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.

- 17) 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.
- 18) 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.
- 19) Service Reconstruction up to 30 Linear Feet refers to the lateral reconstruction via the above system for a base footage of 30 linear feet.
- 20) Additional footage refers to the additional footage of lateral reconstruction beyond the 30 linear feet included in the base price.
- 21) Additional for stack service refers to an additional charge incurred when reconstructing a service lateral in the stack or vertical configuration.
- 22) Easement access refers to the additional charge incurred when working within easements between property boundaries.
- 23) Blind shots refer to the additional charge incurred when terminating a section of Trenchless Pipe Reconstruction outside a manhole or similar structure.
- 24) 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.
- 25) 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 so as to prevent damage to existing structures and installations and to those under construction, so as 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.
- 26) Root Removal, Grubbing - Shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches 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 inches 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.

27) 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.

28) 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 be kept in operation at all times 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.

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

This phenomenon generally happens in domestic water distribution systems where iron pipes are used for water supply. Tuberculation makes pipes rough inside, which can increase pumping costs and reduce the pressure in the distribution system. In severe cases, it can cause pipelines to leak.

F.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 up 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:

- 1) Method 1 – Manhole Surfacing – Urethane SprayRoc
- 2) Method 2 – Manhole Surfacing – Raven 405
- 3) Method 3 – Manhole Surfacing – Green Monster

F.04 REQUIREMENTS – LINE AND MANHOLE REHABILITATION SERVICES (reference bid form – Group 3)

- 1) The Successful Bidder shall perform manhole / wet well rehabilitation, pressure grouting, and removal of sand and debris from manholes.
- 2) Approved manhole / wet well liner products are: Urethane SprayRoc, Raven 405, and Green Monster (and/or equivalents with County approval).
- 3) Corrosion Protection - application of based coating for protection from hydrogen sulfide attack.
- 4) Bench / Invert Repair - Minor repairs made to the bench and invert area of the manhole.
- 5) 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 or Avanti AV/118.
- 6) Joint Grouting – accepted product of Avanti AV/101 (and/or equivalents with County approval)

END OF SECTION F

BIDDER'S QUESTIONNAIRE

(submit in duplicate)

**IFB # 15-1599BLS
REHABILITATION SERVICES – SANITARY SEWER SYSTEMS,
STORMWATER SYSTEMS, LINE AND MANHOLES (as required)**

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

1. Contact Information:

FEIN #: _____

License #: _____

License Issued to: _____

Date License Issued (MM/DD/YR): _____

Company Name: _____

Physical Address: _____

City: _____ State of Incorporation: _____ Zip Code: _____

Phone Number: () _____ Fax Number: () _____

Email address: _____

2. Bidding as: an individual ___; a partnership ___; a corporation ___; a joint venture ___

3. 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:

4. Bidder is authorized to do business in the State of Florida: ___ Yes ___ No
For how many years? _____

5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____

6. Attach a list of projects where this specific type of work is performed.

Bidder Name: _____

7. Is this firm currently contemplating or in litigation? Provide summary details.

8. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

11. Will you subcontract any part of this Work? If so, describe which portion(s) and to whom.

12. If any, list MBE/DBE (with Agreement amount) to be utilized:

Bidder Name: _____

13. What equipment do you own to accomplish this Work? (A listing may be attached)

14. What equipment will you purchase/rent for the Work? (Specify which)

15. List the following in connection with the surety which is providing the bond(s):

Surety Name: _____
Address: _____

Name, address, phone number and email of surety's resident agent for service of process in Florida:

Agent's Name: _____
Address: _____

Phone: _____
Email: _____

Bidder Name: _____

STATEMENT OF NO OFFER

**IFB # 15-1599BLS
REHABILITATION SERVICES – SANITARY SEWER SYSTEMS,
STORMWATER SYSTEMS, LINE AND MANHOLES (as required)**

If you do not intend to bid please return this form immediately to:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to bid on IFB #15-1599BLS, for the following reason(s):

- Specifications too restrictive
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Specifications unclear (explain below)
- Other (specify below)

REMARKS

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE**

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

This sworn statement is submitted to 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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner 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 Owner'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.

(Continued)

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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT 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.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

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.

BID FORM
INVITATION FOR BID #15-1599BLS

**SANITARY SEWER SYSTEMS, STORMWATER SYSTEMS,
LINE AND MANHOLE REHABILITATION SERVICES (as required)**

We, the undersigned, hereby declare that we have carefully reviewed the RFQ Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this quote, completely meeting each and every specification, term, and condition contained therein.

As bidder, we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the successful bidder. Failure to comply shall result in Agreement default, whereupon, the defaulting successful bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her bid bond.

*MANATEE COUNTY PURCHASING DIVISION
1112 MANATEE AVENUE WEST, SUITE 803
BRADENTON, FL 34205
BONNIE SIETMAN, SENIOR BUYER,
P 941.749.3046 F 941.749.3034
bonnie.sietman@mymanatee.org*

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

I, _____ on [date(s)] _____ attest that I have visited the project site(s) to familiarize myself with the full scope of work required for the quote

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Environmental Sustainability – The Company submitting this bid has an environmental sustainability initiative currently in place. Yes No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____