

ITQ NO. 21-R076570JH
BOATING SAFETY BUOY
SERVICES
(NIGP 120-26)
JUNE 10, 2021

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



Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive quotes from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide Boating Safety Buoy Services, as specified in this Invitation to Quote.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is **July 9, 2021 at 3:00 P.M. ET**. Quotes must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 3:00 PM on June 18, 2021 via Zoom® meeting at the link below. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

Zoom® Meeting Link: <https://manateecounty.zoom.us/j/88248711269>

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Quote to the Manatee County Procurement Division by June 25, 2021. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT: Jeb Hayter, Procurement Agent

(941) 749-3055, Fax (941) 749-3034
Email: jeb.hayter@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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INVITATION TO QUOTE: BOATING SAFETY BUOY SERVICES

QUOTE NUMBER: 21-R076570JH

ISSUE DATE: June 10, 2021

1.0 Background and Contact Information

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for Boating Safety Buoy Services. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

1.01 Background

It is the specific purpose of this ITQ to establish the contract through annual Blanket Purchase Order(s) for these services. There are 53 buoys along the Gulf side of Anna Maria island and Longboat Key for servicing.

1.02 Contact Information

The County representative regarding this ITQ is:

- **Jeb Hayter**
- **jeb.hayter@mymanatee.org**
- **941-749-3055**

2.0 Due Diligence

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

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Exhibit 2 and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsive will not be considered or evaluated. Bidder must submit the information and documentation requested in Exhibit 2 that confirms it meets the Minimum Qualification Requirements as stated in Exhibit 2.

3.0 Scope

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Boating Safety Buoy Services that meets the requirements of the County and as specified in Exhibit 1.

4.0 ITQ Schedule

Scheduled Item	Scheduled Date
A non-mandatory Information Conference will be held via Zoom® meeting. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.	June 18, 2021 at 3:00 PM
Question and Clarification Deadline	June 25, 2021
Final Addendum Posted	July 2, 2021
Offer Response Due Date and Time	July 9, 2021 at 3:00 P.M.
Projected Award	July 2021

5.0 Quote and Submission Process

5.01 Quote

Complete the Quote form that details all costs associated with providing Boating Safety Buoy Services as specified herein.

5.02 Submission Process

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

6.0 Term

6.01 Term

The term of the agreement shall be for a period of three (3) years with two (2) additional one-year renewal options.

6.02 Terms and Conditions

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

6.03 Payment and Invoices

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

6.04 Taxes

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

7.0 Quote Requirements

7.01 ITQ Process

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

7.02 Rejection of Quotes

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

7.03 Cost of Preparation

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

7.04 Questions and Addenda

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

7.05 Additional Information and Presentations

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

7.06 Government Entities

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

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

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

7.07 Basis of Award

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

7.08 Tie Bids

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

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

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the

solicitation for quotes, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.

8.0 ITQ General Terms and Conditions

8.01 Binding Offer

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

8.02 Insurance Requirements

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

8.03 Public Entity Crimes

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

8.04 Drug-Free Workplace Program Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal, preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program, as detailed in Section 7.08. Bidders must complete and return the Drug-Free Workplace attachment included with the Quote.

8.05 Convicted Vendor List

A Bidder cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes.
(www.dms.myflorida.com)

8.06 Collusion

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a

Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

8.07 Public Disclosure

All documents and other materials or documents submitted by a Bidder in response to this ITQ will become the property of the County. The County is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the County are subject to public disclosure. The Bidder specifically waives any claims against the County related to the disclosure of any materials if made under a public records request.

8.08 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained on the Procurement webpage of the County website www.mymanatee.org.

8.09 Disclosure

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

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

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

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

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be

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

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

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIAOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

8.10 Trade Secrets

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

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

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

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

- 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 Quote, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

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

8.11 Confidentiality of Security Related Records

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

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

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

8.13 Lobbying

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

8.14 License and Permits

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

8.15 Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

8.16 Minority and/or Disadvantaged Business Enterprise

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

8.17 Quantities

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

8.18 ePayables

The County offers an ePayable program which allows payments to be made to suppliers via credit cards. If this payment option is selected by the successful Bidder, the Clerk will issue a unique credit card number to the successful Bidder. The card has a zero balance until payments have been authorized. After goods are delivered and/or services rendered, the successful Bidder must submit a proper invoice to the County. When the invoice payment is authorized, an email notification is sent to the successful Bidder notifying them of the amount that has been placed on the credit card for retrieval.

There is no cost by the County for participation in this program, however, there may be charges applied by the successful Bidder's credit card processing company. Bidder's who are interested in this program may contact the County Clerk's Accounts Payable office.

9.0 Insurances and Bonds

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Bidder. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance 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
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

☒ Employer's Liability Insurance

Coverage limits of not less than:

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

☒ **Worker's Compensation Insurance**

☒ **US Longshoremen & Harbor Workers Act**

☒ **Jones Act Coverage**

Coverage limits of not less than:

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

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

OTHER INSURANCES

☐ **Aircraft Liability Insurance Required Limits**

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

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

☐ **Un-Manned Aircraft Liability Insurance (Drone)**

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

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

☐ **Installation Floater Insurance**

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

and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

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

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

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

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

☐ **Builder’s Risk Insurance**

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

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

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

☐ **Cyber Liability Insurance**

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

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

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

☐ **Hazardous Materials Insurance (As Noted Below)**

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

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

☐ ***Pollution Liability***

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

☐ ***Asbestos Liability (If handling within scope of Contract)***

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

☐ ***Disposal***

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

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

☐ **Hazardous Waste Transportation Insurance**

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

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

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

☐ **Liquor Liability Insurance**

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

- 1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper’s Liability Insurance**

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

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

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

☐ **Bailee’s Customer Liability Insurance**

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

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

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

☒ **Hull and Watercraft Liability Insurance**

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

- \$ 500,000 Each Occurrence
- \$ 1,000,000 General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ 300,000 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 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.

II. BONDING REQUIREMENTS

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

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

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

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

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

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

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

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EXHIBIT 1, SCOPE OF WORK/SPECIFICATIONS

EXHIBIT 1, SCOPE OF WORK

ITQ NUMBER 21-R076570JH

1.01 Background Information

It is the intent of the County of Manatee to establish a contract for services related to primarily buoys, but also other marine navigational aids. It is the specific purpose of this ITQ to establish the contract through an annual Blanket Purchase Order(s) for these services. There are 53 buoys along the Gulf side of Anna Maria island and Longboat Key for servicing excluding buoys 1 through 4.

1.02 Scope of work

The Contractor shall be responsible for furnishing all labor and service equipment to perform the complete installation, removal, and disposal of buoys and any other related item associated with this ITQ. This includes proper disposal of any debris associated with any services required herein. The Contractor shall give 48-hour notification to the Parks & Natural Resources Department, Marine Resources Program Manager, Alan LaiHipp at 941-742-5923, Ext. 6008 or cell # 941-737-0251, and Marine Resources Coordinator, Kristin Erickson at 941-742-5923, Ext. 6011 or cell # 941-737-0104 prior to commencement of work.

1.03 General Requirements

A. The Contractor shall have the appropriate equipment available to provide all services required herein. The Contractor will also be responsible for containing and removing any pollutant discharge caused by Contractor necessitating cleanup which must be performed immediately and to the satisfaction of the authorized agency overseeing cleanup efforts in compliance with all county, state, and federal regulations. Contractor is responsible for notifying all appropriate agencies in the event of a pollutant discharge.

B. The Contractor shall be available for all services and materials needed by the County after a hurricane or catastrophic disaster, whether natural or manmade, to include a declaration of a State of Emergency declared by the County. The Contractor shall give the County preferential response to the exclusion of all other non-governmental clients. In addition, the County reserves the right to call upon the services of all responsive and responsible quoters to this solicitation in such an instance of emergency.

C. Certain emergency situations, as determined by the County may require services to be provided outside of "normal working hours". These will be considered "after-hours" services and will be priced at a labor rate as quoted on the Quote Response Form. Normal working hours are defined as 8:00 AM to 6:00 PM weekdays; (Monday thru Friday).

D. All materials provided by the County must be returned to the County unless otherwise directed. All items removed and not returned at the direction of the project manager must be properly disposed of in compliance with all federal, state, and local laws and ordinances.

E. Material Costs

1. Any materials or equipment that the County requires the Contractor to supply shall be reimbursed at the rate of the Contractor's cost plus a markup percentage as itemized on the Quote Response Form.

2. Materials cost shall be verified through the presentation of the Contractor's invoice(s) and supporting receipts to the County.

1.04 Service Requirements

- A. Installation of spar buoys along the gulf beaches of Anna Maria Island; from Bean Point south to the northern tip of Longboat Key.
- B. No changes, alterations or material substitutions to the supplied buoy assemblies are permitted unless specifically requested by the County.
- C. Contractor shall maintain an inventory record of all materials received from the County. Any loss or pilferage shall be replaced or compensated to the County by the Contractor at the Contractor's expense.
- D. Buoys to be installed according to attached drawing; Exhibit 4.
- E. Concrete anchors must be completely buried under the substrate. If rock prevents burying of the concrete anchors an alternative method will be determined by the County.
- F. The buoy installation must allow sufficient scope in the anchor line during the highest tides.
- G. Exact coordinates will be determined and provided via hardcopy and electronic file by Parks and Natural Resources at least one week prior to project initiation. Generally, the buoys will be installed 300 to 400 feet from the existing shoreline.
- H. Buoys marking swim zones must be installed within seven (7) calendar days of notification from the County. Buoys marking slow speed minimum wake zones, and all other work under this ITQ must be installed within 14 calendar days of notification (as weather permits).
- I. The Contractor must provide due care to maintain the County's beach/swim buoy numbering system. It shall be the Contractor's responsibility to restore or replace any numbers damaged during servicing. It shall be the Contractor's responsibility to correct out-of-sequence numbering. The contractor shall ensure that buoy symbol and lettering is protected from damage prior to installation.
- J. The Contractor shall confirm all provided coordinates with the owner prior to installing any buoy.
- K. If any buoy is subsequently determined to have been installed/constructed incorrectly, or in the wrong location, it shall be the responsibility of the Contractor to correct the issue(s) at no additional cost to the County.
- L. Buoy Inventory
 1. Documented visual survey of entire buoy system to determine if buoys are present and in correct GPS location.
 2. Results of the inventory shall be provided to the County immediately upon completion of this task.
- M. Installation of complete buoy assembly
 1. Approximate depth will be provided, contractor may verify. Depths average 8 to 12 feet.
 2. Includes new mooring line, hardware, and anchor (County supplies buoy).

N. Removal of Buoy

1. Includes removal of all hardware, anchor line, anchors, and buoy.
2. Anchors may be reused if sound but may not be charged for.
3. May require in water inspection.

O. Buoy Cleaning

1. Removal of accumulated marine growth from buoy, hardware, and mooring line.
2. Removal of bird waste from above water portion of buoy.

P. Buoy Inspection

1. Each buoy to be lifted from water and assessed for defects or damage.
2. Underwater assessment of mooring line, hardware and anchor for defects, damage, or significant wear.
3. Pictures taken and provided to the County with a GPS waterproof camera.
4. Upon completion of the buoy system inspection, a detailed report documenting the condition of each buoy assembly and identifying any deficiencies which need correction or replacement shall be submitted to the County.

Q. Repair Report

1. Replacement of anchor line based on length.
2. Replacement of shackle based on size.
3. Replacement of chain based on length.
4. Replacement of buoy to existing system.
5. Rebury anchor if exposed.

R. Miscellaneous buoy work

1. Retrieval of lost buoys requiring a vessel.
2. Retrieval of buoy utilizing a vehicle.
3. Install of hazard buoy.
4. Removal of hazard buoy.

1.05 Accessibility

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

1.06 County Responsibilities

A. The County will supply buoys.

END OF EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

EXHIBIT 2, MINIMUM QUALIFICATIONS

ITQ 21-R076570JH

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's License issued by the Florida Department of Business and Professional Regulation for a period of at least five (5) consecutive years since June 1, 2016. License must be current and valid through the due date for submission of bids for this ITQ.

Provide a copy of Bidder's General Contractors License issued by the Florida Department of Business and Professional Regulation.

3. Bidder must possess a GPS waterproof camera.

Provide brand, model, and serial number.

4. The Bidder has provided Boating Safety Buoy Services for at least three (3) client references since June 1, 2016 each of which included the following components: a) Buoy inspection, b) repair, c) replacement, d) cleaning, e) installation of complete buoy assembly.

Provide the following information for the three (3) qualifying client references.

- 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

No documentation is required. The County will verify

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

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

6. Bidder is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).

No documentation is required. The County will verify.

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

No documentation is required. The County will verify

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

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

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

END OF EXHIBIT 2

MANATEE COUNTY
Standard Technical Specifications and
Guidelines for the Installation, Repair, and Removal of
Marine Signage and Related Services

Prepared for:
Manatee County Parks and Natural Resources Department
Ecological and Marine Resources Division
5502 33rd Ave. Dr. W.
Bradenton, Florida 34209

Prepared by:
Wood Environment & Infrastructure Solutions, Inc.
1101 Channelside Drive, Suite 200
Tampa, Florida 33602

May 2021

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I. SECTION 1 - INTRODUCTION

PART 1 – GENERAL

1.1 Description

The following technical specifications cover all types of waterway markers that could be involved in this contract. Work under this contract will be limited to the specific markers shown on the attached plans or contract addenda or change orders.

1.2 References

The Contractor shall complete all construction in accordance with the waterway marker plans and specifications provided.

1.3 Related Work

The County may require additional installation projects, needed repairs, and/or disposals during the contract period. Any additional work shall be completed at the unit prices established in the schedule of values or as otherwise mutually agreed to in writing. Only additional installations, repairs, and/or disposals requested by the County will be authorized for payment.

1.4 Modifications

Any modifications or deviations from the original work plan, written, or detailed technical specifications must be pre-approved prior to construction by the County.

END OF SECTION

II. SECTION 2 - PRE-CONSTRUCTION MEETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Pre-Construction Meeting

1.2 LOCATION

A. A central site designated by the County Project Manager.

B. Attendance:

1. Manatee County Project Manager or their designee.
2. The Contractor's Superintendent.
3. Others as appropriate.

C. Suggested Agenda:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedules, including critical working sequencing.
2. Major equipment deliveries and priorities.
3. Project Coordination.
4. Channels and procedures for communication.
 - a. Designation of responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals and shop drawings.
 - d. Change Orders.

- e. Applications for Payment.
- f. Bulletins
- 6. Distribution of the Contract Documents.
- 7. Rules and regulations governing performance of work.
- 8. Procedures for maintaining Record Documents.
- 9. Use of Premises:
 - a. Office, work, staging, and storage areas.
- 10. Construction facilities, controls and construction aids.
- 11. Temporary Utilities.
- 12. Safety and First-Aid procedures.
- 13. Housekeeping procedures.
- 14. Distribute meeting minutes within three (3) days.

END OF SECTION

III. SECTION 3 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Submit to the County Project Manager, shop drawings, product data, certifications and samples required by the Technical Specifications.
- B. Related Sections:
 - 1. Individual submittals required: refer to each specific section, for certifications, shop drawings, product data and sample requirements.
- C. The Contractor shall allow a minimum of (1) week for review of submittal by the County Project Manager (in calendar days).

1.2 PRODUCT DATA

- A. Submit two copies of product data such as catalog cuts, brochures or manufacturer's sheets to the County Project Manager.
- B. Modify product data sheets to delete information which is not applicable to the Project. Provide additional information if necessary to supplement standard information.

1.3 CERTIFICATIONS

- A. Provide certifications as required by various technical sections on the Contractor's letterhead stationary. Certifications shall be identified to this Project, dated and bear Contractor's signature in the same format used for the County/Contractor agreement.
- B. Clearly identify the materials referenced and state that the material and the intended installation methods, where applicable, are in compliance with the Contract Documents. Attach manufacturer's affidavits where applicable.
- C. The Contractor shall submit (1) original and (1) copies to the County Project Manager. The County Project Manager will return (1) sets to the Contractor after review.

1.4 MANDATORY SUBMITTALS

- A. Pile Driving Sequential Layout:
 - 1. Submit layout drawings showing the proposed sequence of driving the piles.
 - 2. On the sequential layout, show each pile identification as indicated on the Contract Drawings, its driving sequence number, type, size, load bearing capacity and pile tip elevation planned.

- B. Pile Driving Record: Maintain a pile driving record during pile driving and submit it to the Project Engineer upon completion of pile driving. On the record indicate, for each pile driven, the information specified in C above, and the following: type and rating of driving equipment, overall blow count per foot, number of blows per inch penetration for the last 12 inches, and any unusual conditions encountered during driving.
- C. Equipment Review and Drawings:
 - 1. Submit complete list of the equipment proposed for use, including a description of the characteristics of each piece of driving equipment.
 - a. The Project Engineer will review the proposed driving equipment, accessories, and methods of adequacy for the conditions expected to be encountered. However, the adequacy of the equipment and accessories shall remain the responsibility of the Contractor. Should the equipment used by the Contractor prove inadequate to drive the scheduled types of piles in the locations indicated, or should the use rate of accessories show damage to the piles, or should the Progress Schedule not be maintained, the Contractor shall replace, or use different types of equipment.
 - 2. Submit shop drawings of driving accessories showing compatibility with the size configuration, handling, and requirements of each type of pile indicated on the Contract Drawings.
 - 3. Submit shop drawings showing the methods and equipment proposed for loading test piles.
- D. Submit data on round timber pile treatment data, including certification by treating plant stating type of preservative solution and pressure process used, net amount of preservation retained, and compliance with applicable standards.
- E. Provide product data for crossmen and other timber support members such as name of supplier and test data for sectional properties to include maximum bending stress and modulus of elasticity.

END OF SECTION

IV. SECTION 4 - DAILY CONSTRUCTION AND INSTALLATION REPORTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Requirements for Daily Construction and Installation Reports by each Contractor.

1.2 FORM AND CONTENT OF DAILY CONSTRUCTION AND INSTALLATION REPORTS

A. Daily Construction Reports shall be submitted by Contractor performing work on the project. Forms to be used will be furnished by the County at the preconstruction meeting, or copies can be made from this section. Items to be addressed on the Report are:

1. Title of Project
2. Name of Contractor
3. Date and day of Report information.
4. Contract designation.
5. Note any major Shipments received on that particular day.
6. Note major equipment used that day.
7. Note manpower used, and designate what trades. For example, if you were the mechanical contractor, you would also list how many insulators, pipefitters, etc., that you were also managing, even if they were subcontractors. In addition, list the names of the subcontractors that were on-site that day.
8. Note any deficiencies in your work, and corrective actions taken to resolve the deficiencies.
9. Note any safety violations discovered, whether or not caused by your forces.
10. Provide a full description of work performed that day, and any problems or unusual conditions discovered.
11. Report is to be signed by the authorized representative of the contractor, and should the signature not be legible, print the name of the signer next to the signature.

- B. Installation Reports shall be submitted by Contractor performing work on the project. Forms to be used will be furnished by the County at the preconstruction meeting, or copies can be made from this section. Items to be addressed on the Report are:
1. Title of Project
 2. Name of Contractor
 3. Date and time of installation to document the tidal and substrate conditions
 4. Location of piling in latitude / longitude referenced to World Geodetic System 1984 (WGS84) map datum
 5. Type of anchor and down line system and method of pile installation
 6. The Contractor Maintain a pile driving record during pile driving and submit it to the Project Engineer upon completion of pile driving. On the record indicate, for each pile driven and the following: overall blow count per foot, number of blows per inch penetration for the last 12 inches, and any unusual conditions encountered during driving.
 7. The Contractor shall mark each piling at 12-inch intervals prior to installation to monitor their depth during installation. The Contractor shall provide the following information for each piling to the County and engineer approval: top of sediment depth, water surface depth, bottom of sign depth, and top of installed pile depth.
 8. Note any deficiencies in your work, and corrective actions taken to resolve the deficiencies.
 9. Note any safety violations discovered, whether or not caused by your forces.
 10. Provide a full description of work performed that day including photo documentation as well as any problems or unusual conditions discovered.
 11. Report is to be signed by the authorized representative of the contractor, and should the signature not be legible, print the name of the signer next to the signature.

1.3 SCHEDULE OF SUBMITTING DAILY AND INSTALLATION REPORTS

- A. Daily and Installation Reports are to be submitted at the designated location described in the pre-construction meeting. Contractors are to submit the original of their report, and should keep a copy for their records.

MANATEE COUNTY PARKS AND NATURAL RESOURCES DEPARTMENT

DAILY CONSTRUCTION REPORT

PROJECT: FIELD REPORT NO:

CONTRACT:

DATE	TIME	WEATHER	TEMP.RANGE
------	------	---------	------------

EST. % OF COMPLETION	CONFORMANCE WITH SCHEDULE (+,-)
----------------------	---------------------------------

WORK IN PROGRESS	PRESENT AT SITE
------------------	-----------------

DESCRIPTION OF WORK:

ITEMS TO SATISFY

INFORMATION OR ACTION REQUIRED

ATTACHMENTS

REPORT BY:

MANATEE COUNTY PARKS AND NATURAL RESOURCES DEPARTMENT

INSTALLATION REPORT

PROJECT:

FIELD REPORT NO:

CONTRACT:

DATE

TIME

WEATHER

TIDAL CONDITION

LOCATION

DEPTHS:

TOP OF SEDIMENT:

WATER SURFACE:

BOTTOM OF SIGN:

TOP OF PILING:

DESCRIPTION OF WORK:

ITEMS TO SATISFY:

INFORMATION OR ACTION REQUIRED

ATTACHMENTS

REPORT BY:

END OF SECTION

V. SECTION 5 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 SCOPE

The scope of this Section consists of providing and maintaining environmental protection during all phases of the installation in compliance with all Federal, State, and local regulations and permit requirements pertaining to the prevention and control of pollution.

1.2 ENVIRONMENTAL PROTECTION PLAN

The Contractor shall be responsible for the preparation and submission of an environmental protection plan. After the contract is awarded and prior to commencement of any work, the Contractor shall meet with the County and discuss the proposed plan. The meeting shall develop mutual understanding relative to details of environmental protection, including the Contractor's plan for erosion and turbidity control, plan for the stock piling and disposal of material, required reports and measures to be taken should the Contractor fail to provide protection in adequate and timely manner. The Contractor shall submit for approval the proposed environmental protection plan not more than 14 days after the meeting.

1.3 PROTECTION of WATER RESOURCES

It is intended that the natural resources outside the limits of permanent work performed under the contract be preserved in their existing condition. The Contractor shall confine all activities to areas defined by the drawings and/or contract documents. The Contractor shall not discharge or permit the discharge into waters of any fuels, oils, bitumen, garbage, sewage, or other materials that may be detrimental to outdoor recreation. All work shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project area. If a violation is noted during construction, all work shall cease until the condition is corrected by the Contractor.

1.4 TURBIDITY CONTROL

The Contractor shall employ adequate silt containment equipment and/or procedures during excavation and construction to control turbidity of the adjacent waters to within the limits required by Federal, State and local laws and/or permit requirements.

The barrier shall remain in place following completion of construction until the quality of the water within the confined area conforms to that of the adjacent water.

1.5 FISH & WILDLIFE RESOURCES

The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor shall not be permitted to significantly disturb native habitat adjacent to the project area that are critical to fish and wildlife except as may be indicated or specified.

END OF SECTION

VI. SECTION 6 – PILES, SIGNAGE AND BUOYS INSTALLATION

PART 1 - GENERAL

1.1 DESCRIPTION

The following technical specifications cover the installation, repair, and removal of piles buoys, and signs involved in this contract. Work under this contract will be limited to the specific markers shown on the attached plans or contract addenda or change orders.

1.2 PRODUCTS

- A. Round Timber Piles; Piles shall be Southern Pine or Douglas Fir and shall conform to ASTM D 25, unused, clean peeled, uniformly tapered, one piece from butt to tip.

Pile Specifications per ASTM D25					
Species	Pile Length [ft]	Butt Diameter* [in.]	Butt Circum. [in.]	Tip Diameter* [in.]	Tip Circum. [in.]
Southern Pine	35	10	31	5.7	18
	40			5.4	17
	35	12	38	8.0	25
	40			7.6	24
Douglas Fir	35	10	31	5.1	16
	40			5.1	16
	35	12	38	6.7	21
	40			6.4	20

* Diameters are approximate. Other lengths not indicated above shall have specifications per ASTM D 25.

- B. Treated Wood Timber Piles: Standard treated wood timber piles shall be at least 10" in diameter unless otherwise indicated. For salt or brackish water applications, the timber piles shall be pressure treated in accordance with AWPAC3 and C18 (Marine piles or dual treatment) with Chromated Copper Arsenate (2.50), and for freshwater applications, the timber piles shall be pressure treated with Chromated Copper Arsenate (0.80), Alkaline Copper Quaternary (0.80), or Ammoniacal Copper Zinc Arsenate (1.0). Preservation for salt or brackish water applications shall be per AWPAC Use Category (UC) Designation 5C.
- C. Timber Framing: Timber framing and support members shall be a minimum of No. 1 Dense or Select Structural per SPIB grading and AWC National Design Specifications.
- D. Treated Crossmen: Either 2" x 4" or 4"x4" wood crossmen shall be treated with Chromated Copper Arsenate (0.60), Alkaline copper quat. (0.60), or Ammoniacal copper zinc arsenate (0.60), and for freshwater applications, the crossmen shall be treated with Chromated Copper Arsenate (0.40), Alkaline copper quat. (0.40), Ammoniacal copper zinc arsenate (0.40), Copper Azole (0.21), or Copper boron azole (0.41)
- E. Pile Caps: All piles shall be capped with plastic pointed black caps.

- F. Fabrication: Field-Applied Wood Preservative: Treat field cuts, holes, and other penetrations in accordance with AWPA M4.
- G. Panel sizes: Sign panels will typically be 3' x 4', 4' x 6' or 5' x 7'. Waterway marker signs will be provided by the County, if the signs are furnished by the Contractor the following specifications apply. The County will provide the Contractor with sign graphics and a list to ensure accuracy in sign sizes and numbers of each sign ordered. The Contractor will verify that signs have been delivered in good condition and contain the following lettering: Black block 1" lettering stating the permit number shall appear on the lower left and the rule/ordinance number shall appear on the lower right. If needed, the verbiage "Manatee Zone" or "Boating Safety Zone" shall be black block 3" lettering. Regulatory lettering (example: Slow Speed Minimum Wake, Idle Speed No Wake, and Resume Normal Safe Operation) shall be black block lettering and centered within sign panel. Unless specifically requested, the verbiage "Manatee Zone" or "Boating Safety Zone" shall not appear on signs stating "Resume Normal Safe Operation".
- H. Private Aids to Navigation (channel markers/day beacons): Signs will be provided by the County, if the signs are furnished by the Contractor the following specifications apply. Red and green channel markers will meet or exceed the U. S. Coast Guard requirements found in Title 33, Code of Federal Regulations and will be used to mark a channel on navigable waters. The contractor shall not impact the reflective surfaces or numbers of the day beacons when drilling mounting holes. Private Aids to Navigation panels are typically manufactured in the following sizes:
- Red channel markers: 36" isoceles triangle
 - Green channel markers: 24" x 24" square
- I. 13" Diameter x 62" or 13" Diameter x 80" High Buoys: Buoys will be provided by the County, if the buoys are furnished by the Contractor the following specifications apply. Buoys shall be 9" diameter spar buoys equipped with a stainless eye and a 3" wide reflective high intensity orange band around both the top and bottom. The Contractor will verify that buoys have been delivered in good condition, are the correct size, and contain the correct lettering, permit, and rule numbers, as identified on the waterway marker plans.

1.3 MANUFACTURER'S RECOMMENDATIONS

- A. Except as otherwise approved by the County Project Manager, comply with manufacturer's recommendations on product handling, storage and protection.

1.4 TRANSPORTATION AND HANDLING

- A. The Contractor shall be responsible for the transportation of all materials and equipment furnished under this contract whether furnished by the Contractor or the County. Unless otherwise noted, the Contractor shall also be responsible for loading, receiving and off-loading at the site all material and equipment installed under this Contract, whether furnished by the Contractor or the County.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

- C. Maintain packaged materials with labels and packaging intact until the time of use.
- D. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the County.
- E. The County Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to the County Project Manager as to manufacturer, grade quality, and other pertinent information.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- G. Handling, storage and field fabrication, including treating of cut ends, shall be in accordance with AWP A M4.

1.5 STORAGE

- A. The Contractor shall be responsible for the proper storage of all materials, supplies, and equipment to be installed under this Contract. Materials stored on site but not adequately protected will not be included in estimates for payment. Except for materials stored within designated and approved storage sheds, vans, or trailers, the Contractor shall not bring onto nor store in any manner at the site any materials and equipment which will not be incorporated into the permanent Work within seven (7) days from the delivery date. The Contractor shall be responsible for arranging and paying for the use of property off the site for storage of materials and equipment as may be required.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the County Project Manager and at no additional cost to the County.
- B. Additional time required to secure replacements and to make repairs will not be considered by the County Project Manager to justify an extension in Contract Time of Completion.

PART 2 – EXECUTION

2.1 INSTALLATION

- A. Pile Driving Equipment: Pile-driving equipment shall be of a size and type to deliver consistently effective dynamic energy suitable for the type and capacity of the piles to be driving and the material into which they are to be driven.
- B. Pile Driving: Piles shall be carefully handled with no sudden dropping, breaking of outer fibers, bruising, or penetration of the surface with tools. Bolt holes shall be bored 1/8" larger than the diameter of the bolt. Punching or drilling holes will be allowed when necessary to permit piles to pass through those strata and reach

required penetration. Blasting of holes for the piles is not permitted. The Contractor shall drive all piles continuously and without voluntary interruption. After driving and back-driving, the Contractor shall cut piles at the cutoff grade line, and the surplus material shall be removed from the work site. Any piles requiring excessive bending in order to frame properly shall be withdrawn and re-driven to the proper batter. Driving batter piles vertically and then pulling them into position is not permitted. Piles shall not be installed by excavating then backfilling and compacting. Minor adjustment (less than 3° to vertical) is allowed after pile installation; however, the Contractor is fully responsible to ensure soil has settled around the pile so that no listing will occur. Piles damaged, not located in the proper location, or driven out of alignment shall be withdrawn and replaced by new piles or shall be cut off at the mud-line and additional piles installed as directed, all without additional cost to the County.

If the contract allows or engineer approves, the contractor may use water jets for pile installation. Use enough jets with enough water volume and nozzle pressure to freely erode material next to the pile without affecting lateral stability of the completed pile.

Pilings shall penetrate at least 8 feet of sand and/or shell, or at least 10 feet or more of mud, as appropriate to support the marker. If rock is encountered, predrilling of the pile hole and /or a pile shoe may be required. If any auguring or punching method is deemed necessary to install piling into rock or hard substrate, the method must first be approved by the County. If these methods require grouting, the materials and methodology must also be approved by the County. Pilings shall not be connected, or joined together to lengthen.

Assemblies not completed at the end of each work day must be marked and made visible to day and nighttime waterway traffic. However, no more than two (2) pile assemblies (single or double) may be left unfinished at the end of each work day.

- C. Pile Caps: Unless otherwise indicated, marker installations identified in the Work Plan, whether new or modified, are required to be capped with plastic pointed black caps attached with a minimum of four (4) 1.5" stainless steel screws (or County pre-approved equivalent) and be even with the top edge of the sign to \pm 6". The cap shall fit the pile naturally without having to modify the pile cap in any fashion to forcefully fit the pile diameter (e.g. splitting a cap to fit a larger diameter pile than the cap was designed to fit).
- D. Reflective Tape on Piles: The Contractor shall supply two (2) 6" wide bands of 3M High Intensity white reflective tape with pressure sensitive backing and place them around each pile with a minimum of a 1" lap (the entire 6" width of the tape), with the first band installed 6" from the bottom of the sign and the second band 8" below the bottom of the first band. If the tape is delaminated, cracked, checked, weathered, or abraded so as to have a brittle or roughened surface, it must be replaced. If any tape is to be applied to existing piles, the old tape shall be completely removed, appropriately disposed of and replaced with new reflective tape. For wood piles, all tape shall be firmly secured with a minimum of four (4) stainless steel staples at least 3/8" in length.
- E. Pile Wrap: The Contractor shall wrap the piles with a UV resistant PVC heat shrink wrap by Shoreline Plastics or equivalent to ensure a seamless and

watertight application. The wrap shall protect the piling from marine organisms, UV damage, and wear and tear. The UV wrap shall begin 8 feet from the bottom of the piling for a minimum of 15 feet. Longer sections of UV wrap may be required and will be determined by water depth.

- F. Signs: The Contractor shall not impact the message area or reflective surfaces of the sign when drilling holes in the signs, or split the ends of the 2" x 4" or 4" x 4" crossmen timbers on the backs of signs. The Contractor will replace, at its own expense, any signs that it damages during the delivery and installation process.
- G. Double Pile Signs 4'x6' and 5'x7': All installations of 4' x 6' and 5' x 7' signs shall be mounted on two 10" diameter (or larger) standard treated timber pilings. Signs shall be drilled and fastened by penetration of each post by two (2) type 304 5/8" stainless steel through bolts, which must not extend more than 1" or less than 1/2" beyond type 304 stainless steel hex-nut, stainless steel lock washers, and stainless steel flat washers. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed. Timber 4" x 4" crossmen shall be installed at the top on the back of all signs and 2" x 4" crossmen at the bottom of the sign, so that the sign will be slanted out, all in accordance with the waterway marker plan details. For sign installations that are double faced (front and back), the through bolt must extend from front to back sign, through crossmen and pilings. Sign shall be drilled and fastened to crossmen with 3/8" stainless steel lag bolts, stainless steel lock washers, and stainless steel flat washers adjacent to the four corners of the sign, as shown on the double pile sign detail. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed.
- H. Single Pile Sign 3'x4': All installations of 3' x 4' signs shall be mounted on one 10" diameter (or larger) standard treated timber piling. Signs shall be drilled and fastened by penetration of the post by two (2) type 304 stainless steel 3/4" through bolts, which must not extend more than 1" or less than 1/2" beyond type 304 stainless steel hex-nut, stainless steel lock washer, and stainless steel flat washer. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed. Timber 4" x 4" crossmen shall be installed at the top on the back of all signs and 2" x 4" crossmen at the bottom of the sign, so that the sign will be slanted out, all in accordance with the plan details. For sign installations that are double faced (front and back), the through bolt must extend from front to back sign, through crossmen and piling. Sign shall be drilled and fastened to crossmen with 3/8" stainless steel lag bolts, stainless steel lock washers, and stainless steel flat washers adjacent to the four corners of the sign, as shown on the single pile sign detail. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed.
- I. Channel Marker Sign (SG1 and TR-1): All installations of 3' x 3' and 2' x 2' channel marker signs shall be mounted on one 10" diameter (or larger) standard treated timber piling. Signs shall be drilled and fastened by penetration of the post by two (2) type 304 stainless steel 5/8" through bolts, which must not extend more than 1" or less than 1/2" beyond type 304 stainless steel hex-nut, stainless steel lock washer, and stainless steel flat washer. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners

shall be vandal proofed. Timber 4" x 4" crossmen shall be installed at the top on the back of all signs and 2" x 4" crossmen at the bottom of the sign, so that the sign will be slanted out, all in accordance with the plan details. For sign installations that are double faced (front and back), the through bolt must extend from front to back sign, through crossmen and piling. Sign shall be drilled and fastened to crossmen with 3/8" stainless steel lag bolts, stainless steel lock washers, and stainless steel flat washers adjacent to the four corners of the sign, as shown on the single pile sign detail. A nylon flat washer will be placed between stainless steel fasteners and aluminum signs to prevent bi-metallic corrosion. All fasteners shall be vandal proofed.

- J. Traditional Buoy Mooring System: The mooring line shall consist of 5/16" stainless anchor chain connecting to the anchor point and the buoy eye. A 5/16" bolt shackle shall be used at both the buoy and the anchor point. The length of the chain should be twice of the water depth (MLLW) plus 2 ft (normal tidal fluctuation MHWL-MLLW). All stainless steel shall be grade 304.
- L. Soft Bottom Anchor System: A 36"x36"x10" (WxWxH) concrete block with a minimum dry weight 1100 pounds shall be embedded into the seabed with a depth of 20 inches. The block bail shall be fabricated from carbon steel and the tensile strength of the concrete shall be 3000 psi minimum. Locally dredge or excavate to allow for anchor block installation. After installation of the anchor block the dredge or excavate shall be refilled and flush with mudline.
- M. Hard Bottom Anchor System: Four 36"x36"x10" (WxWxH) concrete blocks (minimum dry weight 1100 pounds each) or equivalent shall be placed on the hard bottom. The concrete blocks shall be chained together in series to provide sufficient lateral resistance.
- N. Subaqueous Utilities: The Contractor shall be responsible for locating all subaqueous utilities within the project area. In the event the utilities are damaged, the Contractor shall restore to match existing conditions and notify the County and pertinent utility company immediately.

2.2 MAINTENANCE

Damaged or Displaced Piles: Piles that are cracked, split, or otherwise damaged beyond repair must be removed and replaced with new piles in accordance with these specifications, unless otherwise directed in Work Plan. Piles that have been moved from vertical position and are not damaged must be straightened to an upright position. A pile that remains loose after straightening may indicate that the portion of the pile located beneath the water surface has been damaged or decayed and will require removal and/or replacement. Any damage observed on a pile that was to be straightened to an upright position shall be reported in the Marker Records.

Pile Removal: Steel, timber, composite or concrete piles shall be removed by the Contractor at the locations indicated in the Work Plan. Wood piles are typically 10" diameter, and composite piles are typically 8" – 10" in diameter. If they exist, steel and concrete pile diameters will be obtained by County and described in the Work Plan, however, it can be assumed they have been drilled or jetted into the bottom. The Contractor shall make every effort to remove each pile in it's entirely by pulling or using a jet pump. Should the Contractor be unable to remove a pile, it may be cut, but the cut must occur at or below the mud line. If removal by cutting is required,

the Contractor shall record the location and certify that the pile was cut at or below the mud line.

Cleaning Of Signs: Signs that are soiled with fecal matter, marine residue, mold, mud, or other matter will be cleaned to bring them back into compliance with uniform waterway marker standards. The Contractor shall use methods that will not damage existing reflective sign panels, tape, fasteners, piles, or other sign elements. Any chemicals, soaps, or other materials must be free of phosphates, ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye. Cleaners must also be biodegradable and must be safe for the marine environment in accordance with Florida Department of Environmental Protection Rules and Regulations. The Contractor shall submit all Material Safety Data Sheets (MSDS) to the County for approval prior to use of any chemicals or soaps. If pressure washing systems are used, the Contractor shall protect reflective coverings, tape or other elements that could be damaged or become dislodged during cleaning. The Contractor should avoid the use of abrasive cleaners that could damage the finish of sign panels. Any damage caused by cleaning methods employed by the Contractor shall be repaired at no cost to the County.

Cleaning Of Buoys: Buoys that are soiled with fecal matter, marine residue, mold, mud, or laden with marine life will be cleaned to bring them back into compliance with uniform waterway marker standards. The Contractor shall use methods that will not damage materials, fasteners, or other marker elements. Any chemicals, soaps, or other materials must be free of phosphates, ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye. Cleaners must also be biodegradable and must be safe for the marine environment in accordance with Florida Department of Environmental Protection Rules and Regulations. The Contractor shall submit all Material Safety Data Sheets (MSDS) to the county for approval prior to use of any chemicals or soaps. If pressure washing systems are used, the Contractor shall protect reflective coverings, tape, or other elements that could be damaged or become dislodged during cleaning. The Contractor should avoid the use of abrasive cleaners that could damage the finish of sign panels. Any damage caused by cleaning methods employed by the Contractor shall be repaired at no cost to the County.

Annual/Semi-Annual/Bi-Annual Inspection: At the discretion of the County, a request for the Contractor to establish an inspection schedule for each marker owned and/or managed by County within a given geographic area. This may include any or all markers under management of County, such as private aids to navigation, piles, sign panels, buoys, and mooring / anchor system. "Inspection" includes a thorough check of all marker hardware (assessing for wear, checking the buoy connection to the down line or chain, and replacing hardware, as needed) and performing basic maintenance according to the specifications identified in the Work Plan. The Contractor shall complete and submit Marker Records which identify the results of the inspection and all work performed to help County determine future needs for marker replacement.

2.3 TESTING AND QUALITY ASSURANCE

A. Test Piles

1. The Contract Drawings indicate the required type of piling and the minimum penetration.
2. Test piles shall be ordered and driven at the request of the County. A County representative must be provided due notice for scheduled testing and must

be present during execution for acceptance. Safe bearing and shear strength capacities of the test piles will be determined by methods herein specified.

3. The Contractor will take the necessary measures to ensure that test samples are gathered and stored with care to maintain sample integrity and avoid damage or loss of usefulness.
4. Based on test pile data and behavior and the subsurface exploration data, the County may acquire a professional opinion of a Design Engineer for the penetration required. The Design engineer may also determine the required penetration based upon settlement criteria or any other factors which in the opinion of the Design Engineer are applicable to the work. Submit the final data to the County for evaluation.

B. Drive pile Capacity

1. The ultimate pile capacity will be determined by the Design Engineer under direction of the County. Drive piles with approved driving equipment to the ordered length or other lengths necessary to obtain the required ultimate pile capacity. Jetting, predrilling or other methods to facilitate pile penetration shall not be used unless specifically permitted by the Design Engineer.
2. Penetration per blow may be measured either during initial driving or during re-driving following a set period of time as determined by the Design Engineer.
3. Practical Refusal: Practical refusal will be determined by the Design Engineer, and will be a condition where the blow count exceeds either two times the number of blows required in 1 foot or three times the number of blows required in 3 inches to achieve the required bearing value, not to exceed 5 blows per inch. Piles reaching practical refusal shall not be driven further.

C. Pile Load Tests for Piles under Axial and Lateral Loading

D. Anchor pulling Tests

1. In order to confirm the anchor pulling out capacity, a load test shall be carried out for selected both the soft bottom (embedded concrete block anchor) and hard bottom (concrete block placing over the hard bottom) under normal tidal conditions.
2. The load test shall be in the order of 1.25 times the design load, which is approximate 900 pounds. The shape of the mooring line shall be maintained approximately scope 2:1 during the load test. The loading duration should be at least 1 minutes.
3. A load test report should be prepared by the Contractor and submitted to County for approval.

END OF SECTION

VII. SECTION 7 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed Work to the County.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the County Project Manager, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Substantial Completion:
 - 1. When Contractor considers the entire work ready for its intended use, Contractor shall notify County Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that County Project Manager issue a Certificate of Substantial Completion.
 - 2. Within a reasonable time after receipt of the request, the County Project Manager will inspect to determine status of completion.
 - 3. Should the County Project Manager determine that the Work is not substantially complete:
 - a. The County Project Manager promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the County Project Manager when ready for re-inspection.
 - c. The County Project Manager will re-inspect the Work.
 - 4. When the County Project Manager concurs that the Work is substantially complete:
 - a. The County Project Manager will prepare a "Certificate of Substantial Completion", accompanied by the Contractor's list of items to be completed or corrected, as verified by the County Project Manager.
 - b. The County Project Manager will submit the Certificate to the County and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

- B. Final Completion:
1. Verify that the Work is complete.
 2. Certify that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required, and are operational.
 - e. Work is completed and ready for final inspection.
 3. The County Project Manager will make an inspection to verify status of completion.
 4. When the County Project Manager determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
1. Daily Construction and Installation Reports
 2. Warranties
 3. Spare parts and materials extra stock.
 4. Evidence of payment and release of liens.

END OF SECTION



wood.

Mooring System Buoy and Anchor Detail

NO.	BY	DATE	DESCRIPTION
1	GWC	3.13.18	REVISED DETAILS FROM THE FLORIDA UNIFORM WATERWAY MARKER PLAN
2	GWC	4.19.18	REVISED NOTES BASED ON DESIGN ANALYSIS
3	GWC	8.10.18	REVISED DETAILS BASED ON COMMENTS FROM CLIENT
4	GWC	5.25.21	REVISED DETAILS BASED ON COMMENTS FROM CLIENT

Email: alan.laihipp@mymanatee.org

1 OF 1

EXHIBIT 5 QUOTE FORM**ITQ 21-R076570JH****BOATING SAFETY BUOY SERVICES**

DESCRIPTION	UNIT	UNIT PRICE
Buoy Inventory	Per Event	
Buoy Inspection	Per Event	
Bouy Removal 20+	Each	
Bouy Removal 19 or Less	Each	
Removal of Derelict Anchors & Mooring Line and Disposal	Each	
Bouy Installation 20+	Each	
Buoy installation 19 or less	Each	
After Hours Labor Rate	Hour	
Miscellaneous Buoy Work	Hour	
Inspection Result Report / Documentation	Each	

Schedule of Reimbursable & Additional Charges

County will reimburse the Contractor for the following:

- A. Markup over Cost for materials & equipment as directed by the County Markup %:
- B. Supply Bouy Anchoring Materials (Excluding Body) (Receipt to be furnished) Markup %:
- C. Actual direct costs of subcontractors approved by the County, plus an administrative fee of 5%
- E. Subcontractor List (Name of company):

Bidder Name: _____

Authorized Signature: _____

ATTACHMENTS

Bidder must complete and return all Attachments with its Quote

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
ITQ NO. 21-R076570JH

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:
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
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official Date

ATTACHMENT B, BID SIGNATURE FORM

ITQ NO. 21-R076570JH

The undersigned represents that:

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

Print or type Bidder's information below:

Signature of Authorized Official / Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Name of Bidder: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Website URL: _____

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

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

ITQ NO. 21-R076570JH

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V, MANATEE COUNTY
PROCUREMENT CODE

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

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (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 County
that it has not:

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

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

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

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

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

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

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

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature of Bidder's Authorized Official]

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] _____

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 STATEMENT

ITQ NO. 21-R076570JH

THE UNDERSIGNED has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: _____ Date: _____

Signature (Authorized Official):

Printed Name/Title:

Insurance Agency:

Agent Name: _____ Agent Phone: _____

Return this signed statement with your Quote.

Exhibit/Attachment No. E AFFIDAVIT OF NO CONFLICT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared

_____ [Insert Name], as

_____ [Insert Title] of

_____ [Insert Company Name],

with full authority to bind, (hereinafter referred to as Company) who being first duly sworn,

deposes and says that Company:

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

Dated this _____ day of _____, 20____.

Signature of Affiant

The foregoing instrument was sworn to and acknowledged before me this _____ day of

_____, 20____, by _____, as _____

of _____. He / she is personally known to me or has produced _____

_____ as identification.

Notary Public, State of Florida at Large

Commission No. _____

ATTACHMENT F, DRUG FREE WORK-PLACE CERTIFICATION

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

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

for _____ 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 work place no later than five (5) days after such a conviction.

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

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

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

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

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