AGREEMENT No. 19-R071301CB

WATER, SEWER, AND BACKFLOW PARTS

between

MANATEE COUNTY
(COUNTY)

and

EMPIRE PIPE ORLANDO, LLC
AGREEMENT FOR WATER, SEWER, AND BACKFLOW PARTS

THIS AGREEMENT is made and entered into as of this ___ day of _____________ 20__, by and between MANATEE COUNTY, a political subdivision of the State of Florida, (“COUNTY”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and EMPIRE PIPE ORLANDO, LLC, a Florida limited liability corporation, (“SUPPLIER”) with offices located at 40 Keyes Court, Sanford, FL 32773, and duly authorized to conduct business in the State of Florida. COUNTY and SUPPLIER are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, SUPPLIER engages in the business of water, sewer, and backflow parts; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain SUPPLIER to provide the goods described in this Agreement; and

WHEREAS, this Agreement is a result of SUPPLIER’s submission of a bid in response to Invitation for Bid No. 19-R071301CB and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

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

ARTICLE 1. SCOPE OF WORK
SUPPLIER agrees to provide the goods as set forth in Exhibit A, Scope of Work, which is attached hereto and made a part hereof.

ARTICLE 2. EXHIBITS INCORPORATED
This Agreement consists of a primary contract and four exhibits, which are as follows:

Exhibit A Scope of Work
Exhibit B Pricing Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance Requirements

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

ARTICLE 3. AGREEMENT TERM
A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through August 6, 2022 unless terminated by
COUNTY pursuant to Article 8, but not to exceed three years for the initial term.

B. COUNTY reserves the right to extend the initial term of three years for an additional two, one-year periods not to exceed a total of five years.

**ARTICLE 4. COMPENSATION**
The quoted pricing specified in Exhibit B shall be pricing for the goods provided and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

The maximum not-to-exceed amount for the provision of goods hereunder shall not exceed [Two Hundred Seventy Thousand Dollars], [$270,000.00].

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

A. COUNTY shall approve of all invoices prior to payment.

B. COUNTY shall have forty-five (45) days from the receipt of a proper invoice seeking payment of the invoice amount

C. COUNTY will notify SUPPLIER that the delivered goods, or any part thereof, is unacceptable, within 20 days of receipt of an invoice and provide SUPPLIER opportunity to cure the deficiency.

D. If an invoice is rejected by the COUNTY and the SUPPLIER submits a corrected invoice which resolves the deficiency, the corrected (proper) invoice will be paid or rejected on the later of:

1. Ten business days after the date the corrected invoice is stamped as received; or
2. If approval by the COUNTY’S governing board is required, the first business day after the next regularly scheduled meeting of the board held after the corrected invoice is stamped as receive.

E. Any dispute between COUNTY and SUPPLIER with regard to the invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 9 of this Agreement.

**ARTICLE 6. RESPONSIBILITIES OF SUPPLIER**

A. SUPPLIER shall perform the work in accordance with the terms and conditions of this Agreement.

B. SUPPLIER shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the goods provided pursuant to this Agreement. SUPPLIER attests to this via an Affidavit of No Conflict, Exhibit C.
C. COUNTY may require in writing that SUPPLIER remove from the provision of goods any of SUPPLIER’S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY’S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to goods covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that SUPPLIER is given written notice thereof.

B. COUNTY shall perform the responsibilities enumerated in this Article at no cost to SUPPLIER.

ARTICLE 8. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to SUPPLIER, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

   a. Failure to provide products that comply with the specifications herein or that fail to meet COUNTY’S performance standards;

   b. Failure to deliver the supplies within the time specified in this Agreement; or

   c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to SUPPLIER, affording SUPPLIER the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of SUPPLIER in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER’S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER’S default of this Agreement. This liability
includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, SUPPLIER shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY’S Notice of Termination and except as otherwise directed by COUNTY, SUPPLIER shall stop work on the date specified;

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 9. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.

A. If a dispute between the COUNTY and SUPPLIER cannot be resolved, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction agreement. the dispute must be resolved as follows:

1. The undisputed portion of an invoice will be paid timely as shown above in Article 5.
2. Proceedings to resolve the dispute will commence no later than 45 days after the date on which the invoice was received and be concluded by final decision not later than 60 days after the date on which the invoice was received.
3. If the dispute is resolved in favor of the COUNTY, then interest charges shall begin to accrue 15 days after the dispute is resolved.
4. If the dispute is resolved in favor of the SUPPLIER, then interest shall begin to accrue as of the original date the payment became due.

B. SUPPLIER agrees it must exhaust all dispute resolution procedures set forth in Manatee County’s Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 10. COMPLIANCE WITH LAWS

All goods provided by SUPPLIER pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. SUPPLIER shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.
ARTICLE 11. NON-DISCRIMINATION
SUPPLIER shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. SUPPLIER shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. SUPPLIER shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate SUPPLIER’S performance. Such materials shall also be made available to COUNTY upon request for monitoring purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or SUPPLIER made by any local, state or federal agency. To the extent such materials are in the possession of a third party, SUPPLIER must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. SUPPLIER shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. SUPPLIER shall obtain any licenses required to provide the Scope of Work and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by SUPPLIER. SUPPLIER shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 13. PUBLIC RECORDS
Pursuant to Florida Statutes §119.0701, to the extent SUPPLIER is providing goods on behalf of COUNTY, SUPPLIER shall:
A. Keep and maintain public records that would ordinarily be required by COUNTY to provide the goods.

B. Upon request from COUNTY’S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to provide the goods. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of this Agreement, SUPPLIER 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 SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845  
Email: Debbie.Scaccianoce@mymanatee.org

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

ARTICLE 14. INDEMNIFICATION
Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in
connection therewith and the payment of all related fees and costs, including attorneys’ fees, incurred by the indemnified party in connection with the indemnifying party’s activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY
Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 16. INSURANCE

A. SUPPLIER shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as Exhibit D, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit D shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY’S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of this Agreement in the amounts and types of coverage as required by Exhibit D, including coverage for all products delivered under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by SUPPLIER and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 17. SOLICITATION OF AGREEMENT
SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for SUPPLIER, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
ARTICLE 18. ASSIGNMENT AND SUBCONTRACTING
SUPPLIER shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event SUPPLIER asserts it is necessary to utilize the services of third parties to perform any work under this Agreement, SUPPLIER shall first obtain prior written approval of COUNTY.

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

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

ARTICLE 19. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT
SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for SUPPLIER, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. LIABILITY FOR NEGLIGENCE
To the fullest extent allowed by law, the individuals performing work pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, SUPPLIER shall likewise be liable for negligent acts or omissions in the performance of the work pursuant to this Agreement.

ARTICLE 21. NOTICES
All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Fiscal Services Division/Utilities Department
Attn: Michelle Balais
4520 66th Street West
Bradenton, FL 34210
Phone: (941) 792-8811, ext. 5429
Email: michelle.balais@mymanatee.org
ARTICLE 22. RELATIONSHIP OF PARTIES
The relationship of SUPPLIER to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to SUPPLIER or any of the officers, employees, personnel, agents, or sub-contractors of SUPPLIER any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods to SUPPLIER in connection with this Agreement or for debts or claims accruing to such parties. SUPPLIER shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 23. NO CONFLICT
By accepting award of this Agreement, SUPPLIER, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties required hereunder.

ARTICLE 24. ETHICAL CONSIDERATIONS
SUPPLIER recognizes that in rendering the work pursuant to the provisions of this Agreement, SUPPLIER is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition SUPPLIER shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the work. SUPPLIER shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of work rendered to COUNTY.

ARTICLE 25. PUBLIC ENTITY CRIMES
SUPPLIER has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY’S requirement that SUPPLIER comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 26. TAXES
COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, SUPPLIER is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect SUPPLIER’S normal tax liability.

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

ARTICLE 27. FORCE MAJEURE
Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

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

ARTICLE 28. GOVERNING LAW, JURISDICTION AND VENUE
This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 29. ATTORNEY FEES
In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 30. PATENT AND COPYRIGHT RESPONSIBILITY
Any material or design specified by SUPPLIER or supplied by SUPPLIER pursuant to this Agreement shall not knowingly infringe any patent or copyright, and SUPPLIER shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by SUPPLIER in the provision of water, sewer, and backflow parts.

ARTICLE 31. AMENDMENTS
This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 32. SEVERABILITY
It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.
ARTICLE 33. LEGAL REFERENCES
All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 34. HEADINGS, CONSTRUCTION
The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 35. TIME
For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 36. AUTHORITY TO EXECUTE
Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

EMPIRE PIPE ORLANDO, LLC

By: ________________________________
   Kelly Carr
   Office Manager
   Print Name & Title of Above Signer

Date: 8/8/19

MANATEE COUNTY, a political subdivision of the State of Florida

By: ________________________________
   Theresa Webb, M.A., CPPO, CPPB, CPSM,
   C.P.M., Procurement Official.

Date: ________________________________
EXHIBIT A
SCOPE OF WORK

C.01 BACKGROUND INFORMATION
Manatee County (County) is requesting Bids from qualified firms for the provision of water and sewer materials and accessories including no lead brass water, sewer, and backflow products for the Manatee County Utilities Department.

The Manatee County Utilities Department currently inventories an estimated 2,700 water, sewer, and backflow products and accessories. The County is seeking to establish a strategic business partnership with multiple bidders to supply water, sewer, backflow products, and related parts and accessories to the Manatee County Utilities Warehouse and Utilities Maintenance locations within the County.

The primary goal of the Agreement is to obtain expedited acquisition of water and sewer materials and accessories. Therefore, Successful Bidder’s delivery responsiveness under the terms of this Agreement is critical.

C.02 SCOPE
Successful Bidder (hereinafter in this Scope referred to as Supplier) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver water, sewer, backflow products, and related parts and accessories that will meet the requirements of the County.

Multiple awards shall be made to the lowest responsive, responsible Bidder(s) on each individual item. Awards shall be to the Primary (lowest responsive, responsible Bidder) and a Secondary (second lowest responsive, responsible Bidder) per item.

The agreement resulting from the acceptance of a bid shall be made by issuing a zero-dollar blanket purchase order(s) and be bound by the terms and conditions of the purchase order and the specifications of this Invitation for Bid. Release orders shall be issued on an “as required” basis.

It is the intent of the County to place orders with the lowest priced responsive, responsible Bidder who can provide the products at the time needed. However, the County reserves the right to place orders with other Bidders in the event of an urgent, immediate need and the availability of the products requested cannot be met by the lowest price Successful Bidder at the time of need.

C.03 GENERAL REQUIREMENTS
Supplier shall provide the following requirements:

A. Furnish and deliver requested materials within three business days to the Manatee County Utilities Warehouse.
B. As instructed by the County, deliver large project orders to the project site or to a Utilities Maintenance location within Manatee County.
C. Provide same day delivery for emergency orders.
D. Provide a 24/7 contact name and phone number who can be contacted for assistance for after-hours emergencies.
E. Keep the minimum agreed upon inventory in stock at its warehousing facility for each item awarded.
F. Meet with the Utilities warehouse staff to review Supplier stocking levels on a monthly basis and make adjustments to minimize stock

**C.04 DELIVERY AND LEAD-TIME REQUIREMENTS**

Supplier shall:

A. Make all deliveries to the Utilities Warehouse Facility unless otherwise instructed by the County.
B. Upon request by the County, make deliveries on holidays and weekends.
C. Deliver orders based on the lead-time provided in Exhibit B, Pricing Form. For any deliveries that cannot be completed based on the lead-time provided, contact the Utilities representative within 24-hours from receipt of the order and provide a delivery date. NOTE: The County reserves the right to cancel an order that cannot be delivered in the specified delivery time.
D. Make all deliveries between the hours of 9:00 A.M. and 2:30 P.M., Monday through Friday, excluding County holidays, to the location identified in the release order unless otherwise agreed to by the County.
E. Provide at least 24-hour notice to the County for all large shipments, i.e., truckloads requiring material handling equipment.
F. Not make drop shipments unless otherwise agreed to by the County.
G. Provide a separate delivery ticket for each delivery and obtain the signature of an authorized County representative on each.
H. Provide at least one copy of the delivery ticket with pricing with the County representative receiving each delivery.
I. Conditions for First Priority Service
   i. Supplier shall, in conditions when a local emergency has been declared by the County or regional authority or when national supply allocations occur, grant the County delivery on a “first priority” basis for water and sewer material and accessories.
   ii. Supplier shall furnish the County with a twenty-four (24) hour, seven days a week phone number(s) and contact name upon award of this Agreement.

**C.05 TECHNICAL SPECIFICATIONS**

Supplier shall deliver goods in accordance with the Technical Specifications in the Approved Products List included in the Agreement as Exhibit 3.

A. WATER AND SEWER MATERIALS AND ACCESSORIES

All materials delivered by Supplier shall comply with the County published Utility Specifications Standards. See Utilities’ Approved Products Listing for the current specifications for each of the following groups:

- GROUP A - PVC FITTINGS AND PIPE- SCHEDULE 40 AND SCHEDULE 80
- GROUP B - PVC C900 PIPE & PARTS (4” AND ABOVE)
- GROUP C - PVC PIPE & FITTINGS - GRAVITY SEWER (SDR 26)
- GROUP D – HDPE PIPE AND FITTINGS (DR-11)
- GROUP E – MISC. WATER & SEWER VALVES & ACCESSORIES
- GROUP F - DUCTILE IRON PIPE, FITTINGS, & ACCESSORIES
- GROUP G – METER & VALVE BOXES & RELATED ACCESSORIES
B. NO LEAD BRASS PARTS
All materials delivered by Supplier shall comply with the County published Utility Specifications Standards (available upon request, Manatee County Utilities) per Public Law 111-380, (January 4, 2011 S.3874, 111 Congress, “Reduction of Lead in Drinking Water Act”).

All brass fittings 2” and under wetted by potable water shall be “No Lead” certified and carry the “NL” designation on the casting.

All brass parts for potable water shall be in accordance with the Safe Drinking Water Act restricting products in contact with drinking water to a 0.25% maximum lead content in the base material for all wetted components using a surface based averaging formula.

See Utilities’ Approved Products Listing for the current specifications for each of the following groups:

- GROUP J - MISCELLANEOUS BRASS
- GROUP K - BRASS SERVICE LINE FITTINGS AND ACCESSORIES
- GROUP L - BACKFLOW PREVENTION DEVICES

C.06 QUANTITIES
The County reserves the right to add or delete items as required.

C.07 PRICES/PRICING FORM
Pricing shall be shown for each item in Attachment H. The Microsoft Excel file has hidden columns with data for County use. Hidden Column “i” is used for calculating the Three-Year Estimated Usage in Column J.

Data must be entered into the following columns for each item quoted:
- Column L, Manufacturer OR Column U, Alternate Manufacturer
- Column O, Foreign OR Column P, Domestic
- Column Q, Lead Time (in number of Working Days, excluding weekend and holidays)
- Column R, Standard Pack Quantity
- Column S, Price OR Column W, Alternate Part Price

Please enter data, if available, into the following columns for each item quoted:
- Column M, Manufacturer Part Number (associated with Column L), OR Column V, Alternate Manufacturer Part Number (associated with Column U)
- Column N, Manufacturer Part Description

C.08 RENEWAL
Written notice of intention not to renew must be submitted by the Supplier at least 120 days prior to the expiration of an Agreement period.
The County shall provide the Supplier with a written notice of intent to renew no sooner than 90 days prior to the expiration of an Agreement period.

**C.09 PRICE ESCALATION/DE-ESCALATION**

Suppliers fees for water and sewer materials and accessories including no lead brass water, sewer, and backflow products and other related materials and accessories shall remain firm for a minimum of one (1) year after execution of the Agreement. Requested price changes may be submitted annually, at least ninety (90) days prior to the expiration of the Agreement term. Documentation supporting any increases or decreases in pricing shall be submitted to the County for review and approval.

Any escalation or de-escalation in pricing will be based on change in the most recent 12-month period for the applicable Bureau of Labor Statistics Index (e.g., WPU1015021 Metals and metal products, Pressure pipe & fittings, cast iron; WPU07210604 Rubber and plastic products, Plastic pipe fittings and unions). Price changes on foreign products due to tariffs will be evaluated on a case-by-case basis when such tariff is implemented.

**END OF EXHIBIT A**
EXHIBIT B, PRICING SCHEDULE

A. FEES
Supplier pricing for water, sewer, and backflow parts shall be as shown on the following Pricing Page and shall remain firm for a minimum of one year after execution of the Agreement.

B. ESCALATION/DE-ESCALATION
Any escalation or de-escalation in pricing thereafter will be based on changes in the most recent 12-month period per the Bureau of Labor Statistics Plastics pipe fittings and unions Index number WPU07210604 for Groups A, C, and D; Plastics pipe Index number WPU07210603 for Group B; Pressure and soil pipe & fittings, cast iron Index number WPU101502 for Groups E, G, H, J, K, and L; Pressure pipe & fittings, ductile iron Index number WPU10150211 for Group F; Steel pipe and tube, alloy Index number WPU10170673 for Group I, and Steel pipe and tube, stainless steel Index number WPU10170674 for Group M. No more than one price increase is allowed in a 12-month period.
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<th>Group</th>
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EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Seminole

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Sean Siebert, as [INSERT TITLE] W.CosT Terr. Manager of [INSERT SUPPLIER NAME] Empire Pipe Orlando, with full authority to bind (hereinafter "SUPPLIER"), who being first duly sworn, deposes and says that SUPPLIER:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require SUPPLIER 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. 19-2071301CB for Empire Pipe Orlando.

DATED this 8th day of August, 2019.

Signature

The foregoing instrument was sworn to and acknowledged before me this 8th day of August, 2019, by Sean Siebert, as W.CosT Terr. Manager of Empire Pipe Orlando. He/she is personally known to me or has produced as identification.

Notary Public, State of Florida
Commission No. GG 1001692

Kelly Carr
Notary Public, State of Florida at Large
Expires 08/30/2021

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EXHIBIT D, INSURANCE REQUIREMENTS

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

- **Automobile Liability Insurance Required Limits**
  Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:
  
  - $1,000,000 Combined Single Limit; OR
  - $500,000 Bodily Injury and $500,000 Property Damage
  - $10,000 Personal Injury Protection (No Fault)
  - $500,000 Hired, Non-Owned Liability
  - $10,000 Medical Payments

_this policy shall contain severability of interests’ provisions._

- **Commercial General Liability Insurance Required Limits** (per Occurrence form only; claims-made form is not acceptable)
  Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:
  
  - $1,000,000 Single Limit Per Occurrence
  - $2,000,000 Aggregate
  - $1,000,000 Products/Completed Operations Aggregate
  - $1,000,000 Personal and Advertising Injury Liability
  - $50,000 Fire Damage Liability
  - $10,000 Medical Expense, and
  - $1,000,000, Third Party Property Damage
  - $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

_this policy shall contain severability of interests’ provisions._

- **Employer’s Liability Insurance**
  Coverage limits of not less than:
  
  - $100,000 Each Accident
  - $500,000 Disease Each Employee
  - $500,000 Disease Policy Limit
Worker’s Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer’s Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements.

NOTE: Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

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

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

Un-Manned Aircraft Liability Insurance (Drone)
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

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

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

- 100% of the completed value of such addition(s), building(s), or structure(s)
Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

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

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

Builder’s Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:
**Pollution Liability**
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

**Asbestos Liability (If handling within scope of Contract)**
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

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

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

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

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

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

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

- $1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

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

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

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

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

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

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

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

☐ Other [Specify]

BOND REQUIREMENTS
☐ 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.
INSURANCE REQUIREMENTS

I. 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.

II. General Insurance Provisions Applicable To All Policies

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

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

c. The project’s solicitation number and title shall be listed on each certificate.
d. 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.

e. 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.

f. 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.

g. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.

h. 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.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER’s deductible or self-insured retention and to require that it be reduced or eliminated.

III. 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.

IV. The enclosed Hold Harmless Agreement shall be signed by the SUPPLIER and shall become a part of the contract.

V. 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.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. 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.

[Remainder of page intentionally left blank]
SUPPLIER'S INSURANCE STATEMENT

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

Supplier Name: Empire Pipe Orlando  Date: 8/8/19
Authorized Signature: Janet Chappeil
Print Name/Title: Janet Chappeil - Corp Sec -
Insurance Agency: JH Berry Risk Services LLC
Agent Name: Jason Martinez  Agent Phone: 205-206-7764
Surety Agency: American Southern Insurance Company
Surety Name:  Surety Phone: 404-266-9593

Please return this completed and signed statement with your Agreement.
### Certificate of Liability Insurance

**Date:** 8/9/2019

**Producer:** JH Berry Risk Services, LLC
2552 18th Street South
Suite 200
Homewood AL 35209

**Insured:** Empire Pipe and Supply Company, Inc; Empire Pipe Holdings Inc; Empire Pipe Orlando LLC; Iron City Holdings LLC
2301 Alton Road
Birmingham AL 35210

**Insurers:**
- National Fire Insurance Co of Hartford
- Continental Insurance Company
- AlaComp
- ACE American Insurance Company
- Employers Assurance Company

**Certificate Number:** CL1971604362

**Issue Date:** 7/15/2019
**Expiration Date:** 7/15/2020

**Coverages:***

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
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<tr>
<td>B</td>
<td>Umbrella Liability</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Workers Compensation</td>
<td></td>
</tr>
</tbody>
</table>

**Limitations:**

- **Each Occurrence:**
  - Damage to others: $1,000,000
  - Medical Expenses: $500,000
  - Personal and Advertising Injury: $1,000,000
  - General Aggregate: $2,000,000
  - Products - Commodity Aggregate: $2,000,000

- **Combined Single Limit:** $1,000,000
- **Bodily Injury:** $5,000
- **Property Damage:** $5,000,000
- **Uninsured Motorist Combined Single:** $1,000,000

**Description of Operations / Locations / Vehicles:**

- **Workers Compensation:**
  - Employer:
    - N/A
  - Employee:
    - E.I.I. Each Accident: $1,000,000
    - E.I.I. Disease: $1,000,000

**Certificate Holder:**

Manatee County, a political subdivision of the State of Florida
PO Box 1000
Bradenton, FL 34206

**Authorized Representative:**

Jason Martinez/RLM

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