



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

INVITATION TO BID

**911 FIBER OPTICS HARDENING PROJECT
HMGP PROJECT 4399-131-R**

THIS BID MAY BE SUBMITTED ELECTRONICALLY THROUGH [BONFIRE](#)

**THOSE BIDDERS WISHING TO SUBMIT A PAPER BID MAY CONTACT THE
[PURCHASING DEPARTMENT](#)**

ITB No. 23-05

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INSTRUCTIONS TO BIDDERS

**Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions**

INTRODUCTION

The Bay County Board of County Commissioners is seeking bids from qualified vendors for the construction of a 911 Fiber Optics Hardening Project. The work shall entail the construction and integration of underground fiberoptic conduit and cable facilities at designated locations to expand and enhance the regional telecommunications network. The work shall be completed in accordance with the Scope of Work shown as **Exhibit 1**.

The project may be reimbursed by the Hazard Mitigation Grant Program (HMGP) **DR-4399-131-R**, as approved by the Florida Division of Emergency Management (FDEM), Federal Emergency Management Agency (FEMA). Funding for the project may be made possible through this grant and is contingent on strict conformance to the guidelines set forth by FDEM and FEMA. Respondents shall comply with the Federal Regulations Contract Requirements shown at **Exhibit 3**.

EXPERIENCE RECORD

Bidder shall complete the form in Attachment 1 and submit with the bid documents. References should be available to be contacted during normal working hours. The County will choose, at its own discretion, references to contact in order to complete the evaluation questionnaire in Attachment 1. In the event that the Bidder has performed work as a prime vendor for the County within the last five years, the County shall attempt to contact one County and one non-County reference. The County will attempt to contact each selected reference by phone. In the event that the contact person cannot be reached, the Bidder shall receive a score of zero (0) for that reference evaluation. The County will not attempt to correct incorrectly supplied information.

Bidders who receive less than a satisfactory evaluation may not be considered a qualified bidder by the County.

PRE-BID MEETING

A Pre-Bid Meeting will be held at **10:00 a.m. (CDT) Thursday, October 27, 2022** in the Purchasing Conference Room, 840 W. 11th Street, Suite 2500, Panama City, FL 32401.

Note: Respondents are not required, but are highly encouraged to attend the Pre-bid meeting to discuss the project details.

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the COUNTY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

BID DEADLINE/DELIVERY

ELECTRONIC or PAPER BIDS for ITB NO: **23-05 911 Fiber Optics Hardening HMGP Project 4399-131-R Re-bid** will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA up until **2:00 pm (CST) Tuesday, November 15, 2022**. Bids will be publicly opened immediately following the deadline. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.

Bids for this solicitation may be submitted either electronically via the County's [Bonfire](#) Web portal **or** by paper, sealed and delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401.

Bidders electing to submit paper bids should submit one (1) original bid package. Bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time.

Each bid shall be valid to Bay County for a period of ninety (90) days after the bid opening. The County will check the bids and notify the selected bidder at the earliest opportunity.

Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

BID DOCUMENTS

Electronic versions of the solicitation documents are available via Purchasing Department's [Bonfire](#) web portal <https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>.

Bid documents, plans, blueprints, or other materials may also be obtained by contacting the Bay County Purchasing Department, purchasing@baycountyfl.gov, 840 West 11th Street, Suite 2500, Panama City, FL 32401, (850) 248-8270.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

POINT OF CONTACT

The County Purchasing Department will be the only point of contact for this ITB. Under no circumstances may a bidder contact any County Commissioner, County Administrator, or County employee concerning this ITB until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Bidders shall submit all questions, in writing, to the Purchasing Department via email Purchasing@baycountyfl.gov, the Bonfire portal, or FAX to (850) 248-8276. All questions shall be submitted no later than **5:00 pm (CST) Monday, November 7, 2022**.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County Bonfire Portal.

It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

BID FORM

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form by the bidder.

No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except for the correction of errors in extension of unit prices in the bids. In such cases, the unit price bid shall not be changed and shall prevail.

BONDS

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. A scanned copy may be submitted with the e-bid. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The County reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, permits, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period

of 90 days after the date for opening and all bids shall be subject to acceptance by the County during this period.

CANCELLATION

The County may cancel this ITB, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest qualified lump sum contract price and is deemed qualified by Bay County, subject to the County's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

RIGHT TO REJECT

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

- a. reject any or all submittals received;
- b. select and award any portion of any or all submittal items;
- c. waive minor informalities and irregularities in the bidder's submittal.

A bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional bids, incomplete bids, indefinite or ambiguous bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one bid for the same work from an individual, bidder or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the bid.

EXECUTION OF AGREEMENT

The successful bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Chief Procurement Officer all required contract documents in form and substance approved by the County. The contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the Bay County Risk Management Office before the successful bidder may proceed with the work.

Neither the Notice of Award nor the execution of the required contract documents by the Contractor create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and

all insurance policies and other required deliverables are provided and approved by the County.

LICENSING

Bidder shall be properly licensed for the appropriate category of work specified in this Invitation to Bid. All bidders are requested to submit any required license(s) with their bids. License(s) must be effective as of the bid opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above may result in the rejection of the bid as nonresponsive.

GENERAL TERMS

Companies that are required to register with the Division of Corporations as a domestic or foreign business entity should provide evidence of their registration.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all bidders should be aware that bids, responses, and proposals are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

WARRANTY

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The successful bidder will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the bidder's response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the successful bidder.

BID PROTEST

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time. If a party intends to initiate such an action, it must electronically notify the Chief Procurement Officer and the County Attorney no later than one business day after notice of the awarding authority's decision.

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County's discretion:

ITB Advertisement	Friday, October 14, 2022
Pre-Bid Meeting	Thursday October 27, 2022
Questions Due Date	Monday November 7, 2022
Bid Deadline	Tuesday, November 15, 2022
Board Meeting for recommended award	Tuesday, December 6, 2022

BID CHECKLIST

The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bids.

The following bid forms may be submitted electronically through the Bonfire Portal. Bidders submitting paper bids may download all documents from the Purchasing Department's web page: <https://www.baycountyfl.gov/Bids.aspx>

- _____ Bid Form
- _____ Addendum Acknowledgement
- _____ Anti-Collusion Clause
- _____ Experience Record
- _____ Conflict of Interest
- _____ Identical Tie Bids/Drug Free Workplace
- _____ Sub-Contractors
- _____ Bid Bond
- _____ Certification Regarding Debarment, Suspension
- _____ Certification Regarding Lobbying

ATTACHMENT 1
SAMPLE CONTRACT 23-05 911 FIBER OPTICS HARDENING
HMGP PROJECT 4399-131-R

This Contract, dated _____ is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Vendor Name, located at Vendor Address, City, State, Zip ("Vendor").

1. Scope of Work

The County desires to hire Vendor to provide all necessary labor, supervision, equipment, and supplies for the construction of a 911 Fiber Optics Hardening project. The work shall entail the construction and integration of underground fiber optic conduit and cable facilities at designated locations with Bay County to expand and enhance the regional telecommunications network.

The Vendor will perform those services in accordance with **Exhibit 1** Scope of Work. The Vendor hereby agrees to provide the following services to the County according to Invitation to Bid (ITB) 23-05 said documents being incorporated into this agreement as if fully set out herein, and the Vendor's response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

The project may be reimbursed by the Hazard Mitigation Grant Program (HMGP) **DR-4399-131-R**, as approved by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). Funding for the project may be made possible through this grant and is contingent on strict conformance to the guidelines set forth by FDEM and FEMA. Vendor shall comply with the Federal Regulations Contract Requirements shown at **Exhibit 3**.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in 520 calendar days. Should the Vendor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$2,811.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the County as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The County shall pay the Vendor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Vendor's pay request/invoice and written approval of same by the County's Designated Representative indicating that services have been rendered

in conformity with this Agreement. The Vendor shall submit pay request/invoice to the County Traffic Engineering Division on a monthly basis for those specific services, as described in this Agreement, ITB 23-05 and the Vendor's proposal cost of \$_____, that were satisfactorily completed during that invoicing period.

4. Payments

Notwithstanding anything to the contrary herein, the County shall pay the Vendor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests/Invoices shall be sworn statements based upon the progress made and submitted to the County Traffic Engineering Division on a monthly basis. Payment by the County to the Vendor of the statement amount shall be made within twenty (20) days after the date on which the payment request or invoice is stamped as received. Five percent (5%) retainage shall be held at the discretion of the County.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Vendor's fee, shall be due and payable within 30 days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Vendor and the County shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Vendor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Vendor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors - The Vendor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors. If there should remain items to be completed, the Vendor and County shall list those items required for completion and the Vendor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The Vendor shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily

completed prior to the total completion of the Project but only upon approval of the County.

Delayed Payments by County - If the County shall fail to pay the Vendor within 20 days after the receipt of an approved payment request from the Vendor, then the Vendor may, upon fourteen (14) additional days advance written notice to the County and the Engineer stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Vendor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

INVOICE REQUIREMENTS: All invoices are required to have the following information included:

- Vendor's name
- Invoice number
- Invoice date
- FEMA Project Number
- Dates of service/activities were provided (mm/dd/yy-mm/dd/yy)
- Site of work
- Details of work provided
- Amount of the invoice

5. Independent Contractor

The Vendor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Vendor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

6. Vendor's Personnel

Vendor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Vendor. The direction of the work of Vendor's employees shall be under the exclusive control of Vendor. If the County objects to the presence or performance of any employee of Vendor, Vendor shall remove such employee from County premises.

7. Cooperation

Vendor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Vendor will cooperate with the County Traffic Engineering Division Manager or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Vendor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the 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, F.S. or as otherwise provided by law.

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 Vendor does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Vendor, or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Vendor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public

records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. “(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

12. County Representative

The County Traffic Engineering Division Manager or a designee has authority to designate the work to be done by Vendor, to inspect such work, and to resolve questions which arise between the parties. The Vendor or the Vendor’s designee will deal with the County’s representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. Laws, Rules and Regulations

General Laws: Vendor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Vendor’s performance of this Contract and the preservation of public health and safety. Upon request by the County, Vendor shall provide proof of such compliance to the County.

Illegal Alien Labor: Vendor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor is in compliance with such laws. Vendor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Vendor shall pay all cost incurred to initiate and sustain the verification programs.

14. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant

under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

15. E-Verify.

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Vendor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees.

Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Vendor acknowledges that upon termination of this agreement by the County for a violation of this section by Vendor, Vendor may not be awarded a public contract for at least one (1) year. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. Insurance

During the term of this Contract, Vendor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 4** to this Contract and incorporated by reference.

17. Bonds

Vendor will secure and post a Public Construction Bond **Exhibit 5** pursuant to Section 255.05 of Florida Statutes. All such bonds shall be issued by a Surety acceptable to the County. The County will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the Vendor to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

18. Hold Harmless and Indemnification

To the extent provided by law, the Vendor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the County's and the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Vendor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Vendor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Vendor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Vendor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The parties understand and agree that such indemnification by the Vendor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Vendor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

19. Duty to Pay Defense Costs and Expenses

The Vendor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Vendor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Vendor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

20. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Traffic Engineering
Attn: Cliff Johnson
840 W. 11th Street
Panama City, FL 32401

For the Vendor:

The Vendor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Vendor's notification of address change is sufficient if sent by email or facsimile.

21. Assignment

Vendor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

22. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

23. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this

Contract shall be in writing and signed by the duly authorized representatives of the parties.

24. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Vendor shall not be construed to waive or limit the full and faithful performance by the Vendor of another of its obligations or of the same obligation in the future.

25. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Vendor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

26. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the Vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the Vendor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all

data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Vendor in performing this contract, whether completed or in process.

Failure of the Vendor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Vendor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Vendor of such non-compliance.

27. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

28. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

29. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this _____ day of _____, 2022.

Executed by:

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

By: _____
Robert Carroll, Chairman

Attest:

Bill Kinsaul, Clerk of Court

Approved as to form

Office of Bay County Attorney

VENDOR

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2022, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

Exhibits:

1. Scope of Work
2. Vendor's Response to ITB 23-05
3. Federal Contract Requirements
4. Insurance Requirements
5. Public Construction Bond Forms

EXHIBIT 1
SCOPE OF WORK

Bay County

SCOPE OF WORK
AND
CONSTRUCTION
CRITERIA
PACKAGE

for

911 Fiber Optics Hardening Project

I. Introduction.

Bay County (County) has issued this solicitation for competitive bids from proposers for the Bay County -CW- 911 Fiber Optics Hardening Project. The purpose of this Scope of Work is to provide protective measures to critical communication facilities throughout Bay County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4399-131-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

It is the County's intent that all Project construction activities be conducted within the existing right-of-way.

Description of Work

The work shall entail the construction and integration of underground fiberoptic conduit and cable facilities at designated locations to expand and enhance the regional telecommunications network.

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide redundant fiber optic connections to critical communication facilities throughout Bay County, Florida, encompassing the following zip codes: 32401, 32402, 32403, 32404, 32405, 32406, 32407, 32408, 32409, 32410, 32411, 32412, 32413, 32417, 32438, 32444 and 32466.

The proposed scope of work shall add redundant fiber optic connections to 93 Bay County facilities and 111 traffic signals by installing fiber optic cabling to close the rings in seven sections of the existing fiber optic network serving 911 radio towers, fire/EMS and other facilities that rely on those sections. The project shall also connect an additional 15 traffic signals and three fire department preemption signals to the County's fiber optic network.

Splicing Diagrams will be provided by Bay County after contract award. For bid purposes, the Contractor shall assume that all fibers, whether active or spare (dark) will be spliced through to the maximum extent.

Fiber optic redundancy shall ensure reliable communications to the critical facilities and programs within the County including: Bay County's 911 communication radio tower, sheriff's headquarters, government administration building, judicial and clerk of court, property appraiser, tax collector, facilities division, approximately 20 fire stations/law enforcement offices, four correctional facilities and the Bay County library. Communications with traffic signals shall also enable efficient traffic flow during the evacuation and return of Bay County residents following any disaster. This project shall also add fiber optic redundancy to many non-County owned facilities including Bay District Schools and fire/police departments of Panama City, Lynn Haven, Springfield and Panama City Beach.

The project shall be designed to provide protection against a 156-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

All project components shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Activities

shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations and Estimated Quantities:

ID#	Fiber Section	Estimated Feet	Coordinates	
1	F	24,431	Start	(30.168022, -85.789906)
			End	(30.158743, -85.753270)
2	G	9,602	Start	(30.204317, -85.673714)
			End	(30.218691, -85.662226)
3	K	10,192	Start	(30.285781, -85.622355)
			End	(30.269780, -85.607631)
4	L	4,759	Start	(30.174754, -85.622708)
			End	(30.175146, -85.607646)
5	M	19,166	N	(30.167754, -85.607915)
			W	(30.153216, -85.617113)
			S	(30.145698, -85.599416)
			E	(30.152849, -85.590936)
6	R	26,985	Start	(30.153037, -85.566031)
			End	(30.226265, -85.556966)

Project Notes:

All Fiber is to be 72ct. Fiber.

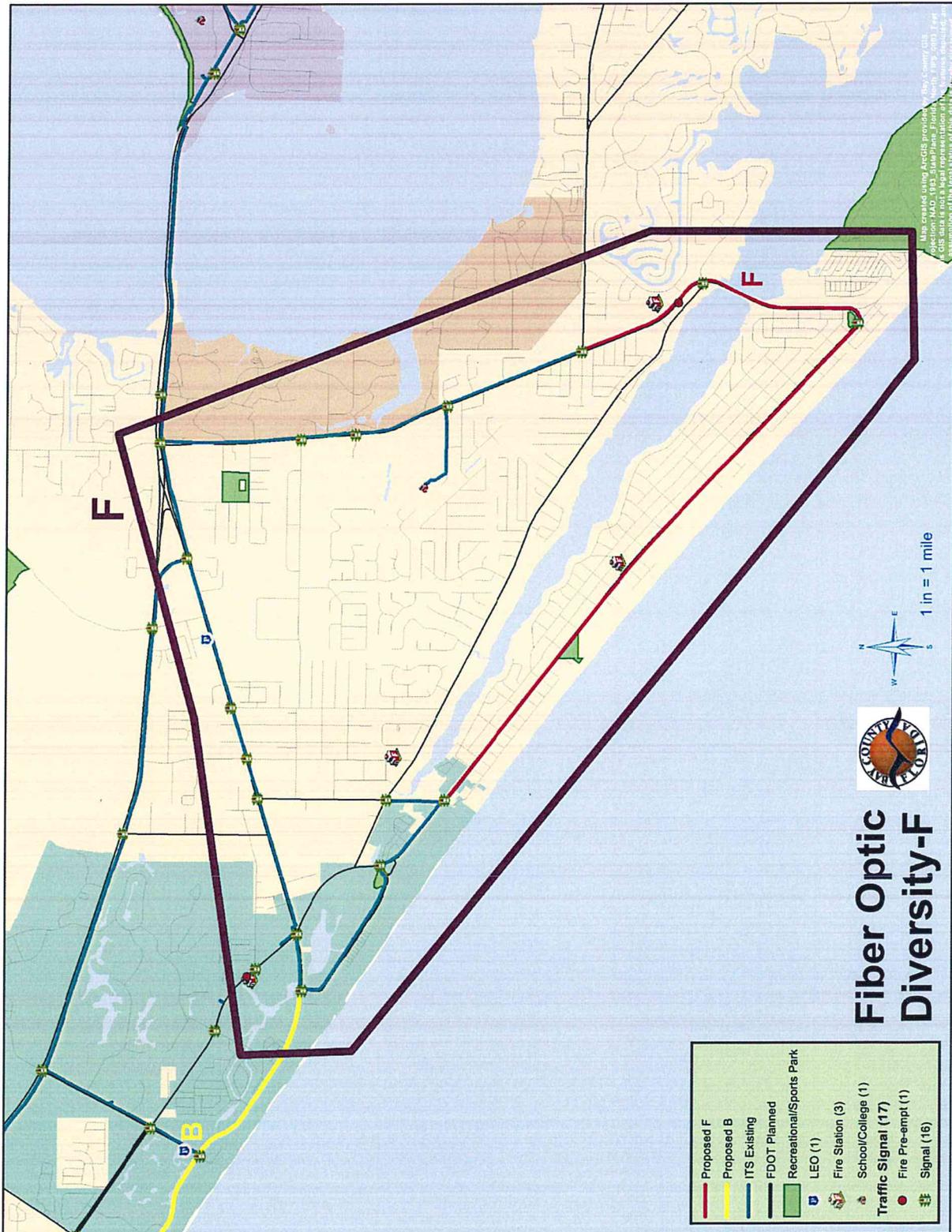
2" HDPE is to be used.

Two ducts at all locations.

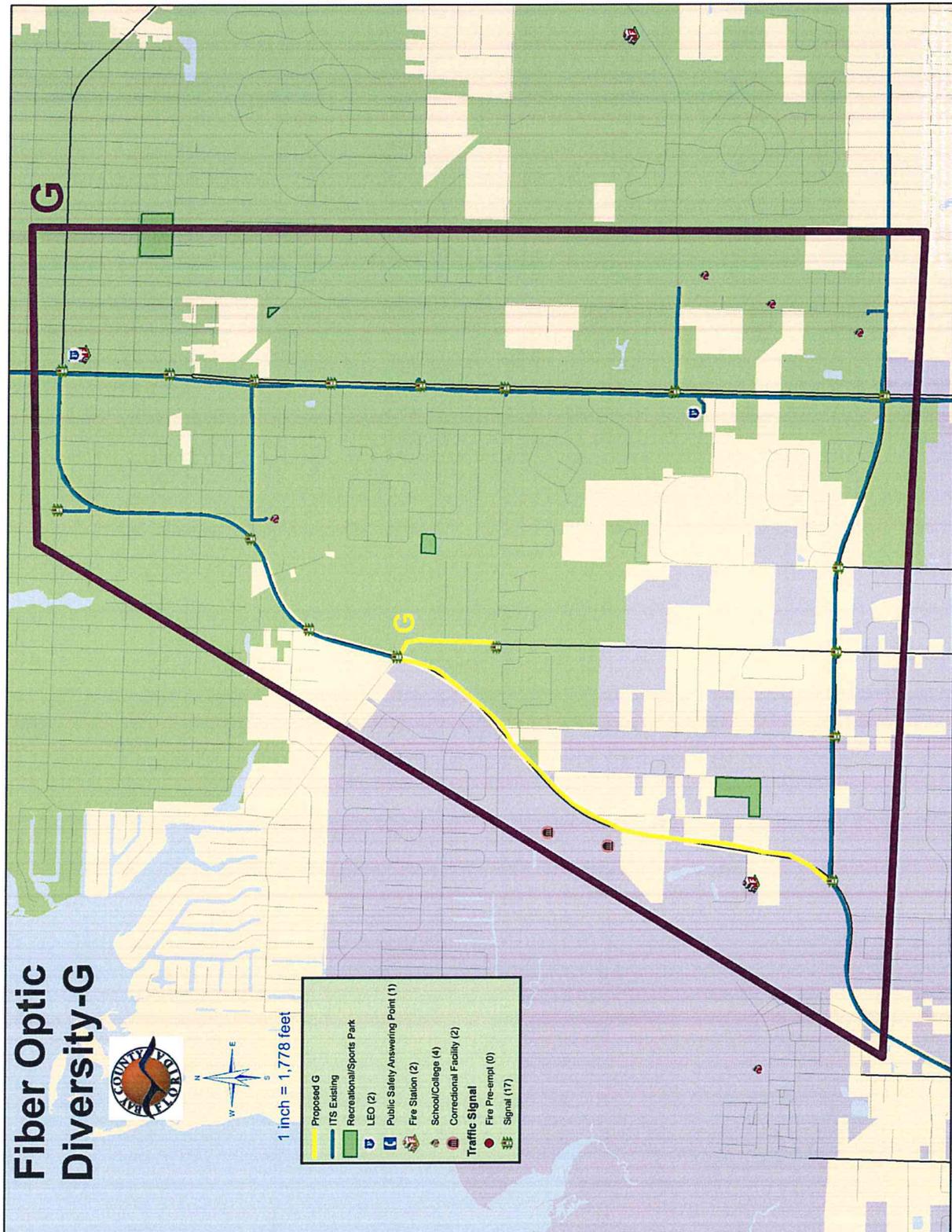
No permit fees will be waived for this project. Include all permits and fees in bid price.

There is an existing duct across the Grand Lagoon Bridge that can be utilized for this project.

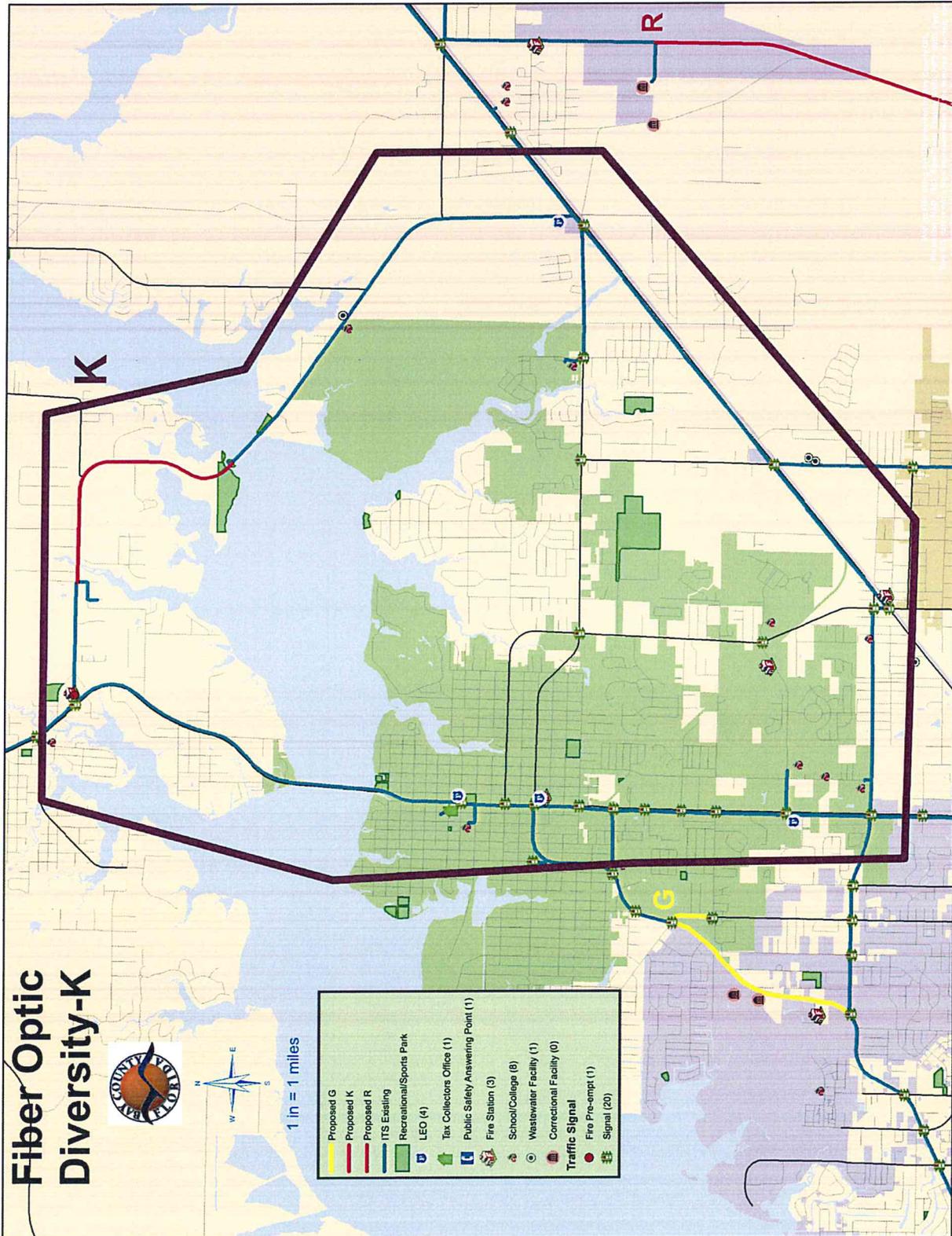
Project Maps



CW-911 FIBER OPTIC HARDENING



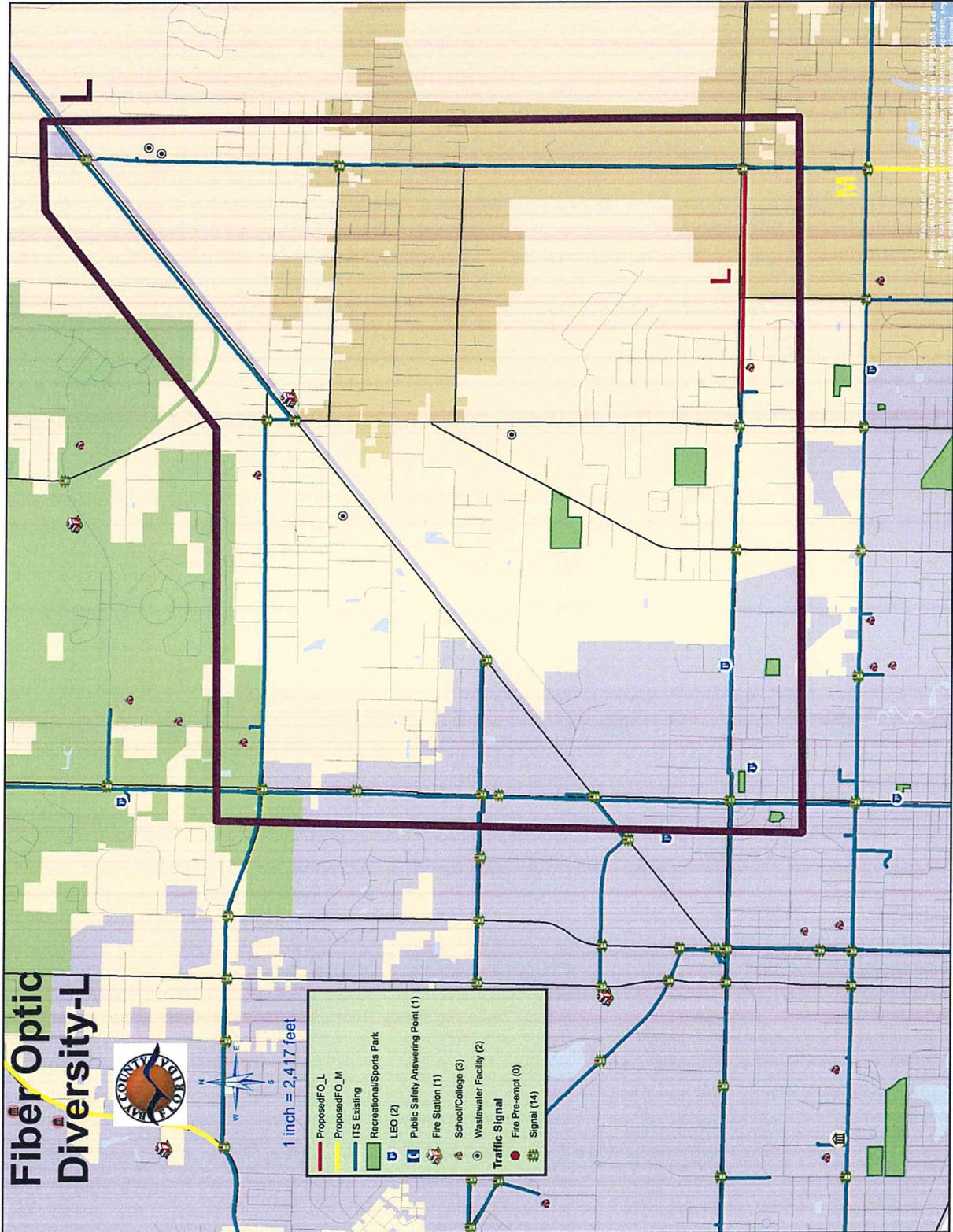
CW-911 FIBER OPTIC HARDENING



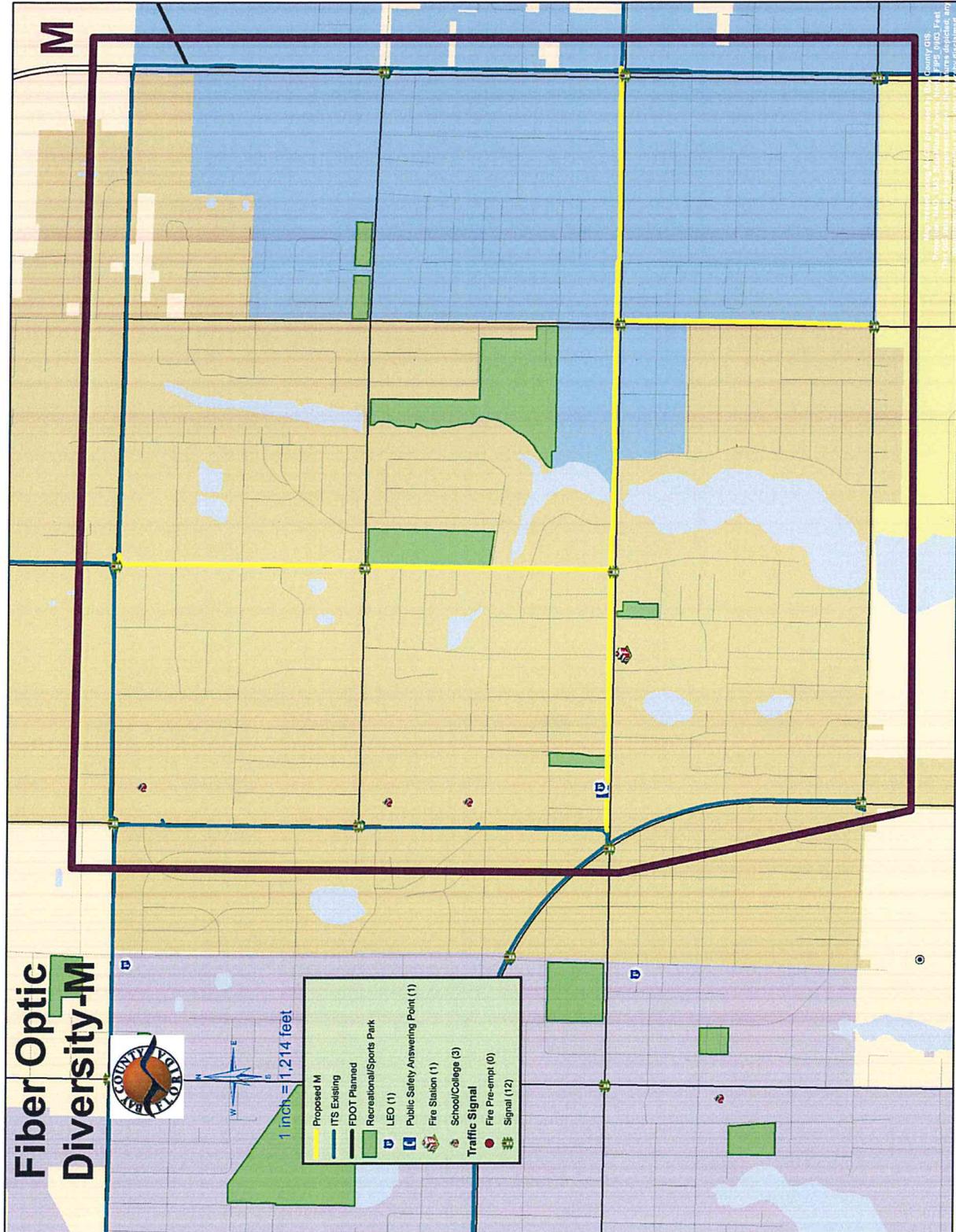
CW-911 FIBER OPTIC HARDENING



DR-4399 HURRICANE MICHAEL
 BAY COUNTY HAZARD MITIGATION GRANT APPLICATION



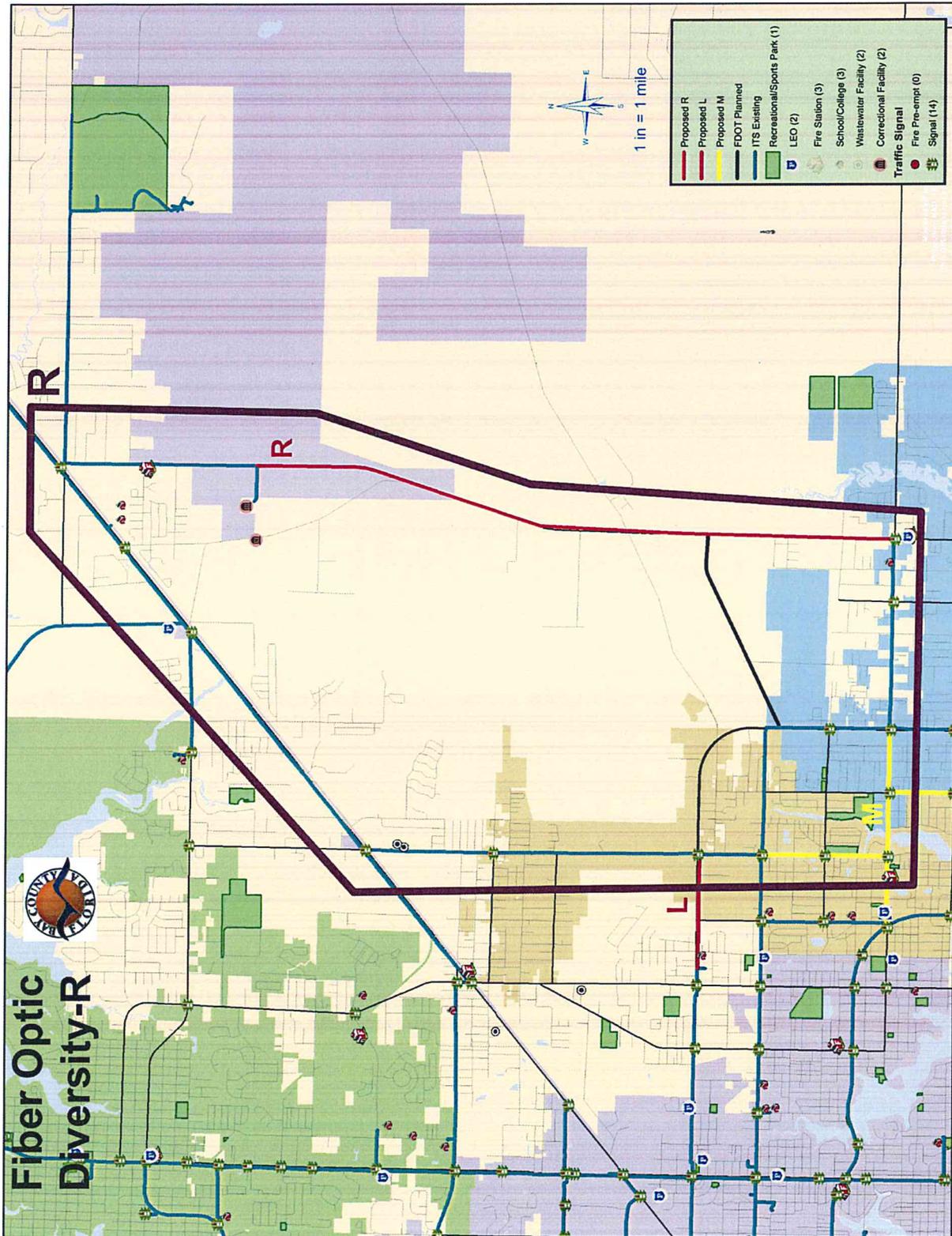
CW-911 FIBER OPTIC HARDENING



CW-911 FIBER OPTIC HARDENING



DR-4399 HURRICANE MICHAEL
 BAY COUNTY HAZARD MITIGATION GRANT APPLICATION



CW-911 FIBER OPTIC HARDENING

A. Contractor Responsibility

The Contractor shall be responsible for all work tasks necessary to complete the work, including but not limited to, preparation of all documentation related to the acquisition of all permits not acquired by the County, preparation of any and all information required to modify permits acquired by the County if necessary, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Contract Documents. While the project is intended to be constructed within the existing right-of-way, the Contractor shall provide all utility coordination activities.

The Contractor shall be responsible for compliance with the Construction Criteria and other Contract Documents which set forth requirements regarding construction, integration, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities, and the public. Optical Time Domain Reflectometer (OTDR) Attenuation Testing shall be in accordance with FDOT specifications, with the additional stipulation that such testing be bidirectional.

The Contractor shall examine the Contract Documents and the site(s) of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered prior to, or during the construction phase of the Project will be given to the County's Project Manager.

The Contractor shall demonstrate good project management practices while working on this Project. These include communication with the County and others as necessary, management of time and resources, and documentation.

B. County Responsibility

The County will provide contract administration, management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews of all work associated with construction of the improvements. The County will provide Project specific information and/or functions as outlined in this document.

II. Project Requirements and Provisions for Work.

A. Governing Regulations:

The services performed by the Contractor shall be in compliance with all applicable Manuals and Guidelines including FDOT, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition (including updates) of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Florida Department of Transportation at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and FDOT Standard Plans with applicable Interim Revisions. The Contractor shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II &

III), Special Provisions and Supplemental Specifications, FDOT Standard Plans and applicable Interim Revisions in effect at the time the bid price proposals are due to the County. The Contractor shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation Design Manual (FDM)
<http://www.fdot.gov/roadway/FDM/>
2. Florida Department of Transportation Specifications Package Preparation Procedure
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
3. Florida Department of Transportation Standard Plans for Road and Bridge Construction
<http://www.fdot.gov/design/standardplans/>
4. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)
<http://www.fdot.gov/roadway/FDM/>
5. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
6. Florida Department of Transportation Surveying Procedure 550-030-101
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
7. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
http://www.fdot.gov/geospatial/doc_pubs.shtm
8. Florida Department of Transportation Drainage Manual
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
9. Florida Department of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
10. Florida Department of Transportation Structures Manual
<http://www.fdot.gov/structures/DocsandPubs.shtm>
11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
12. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110
13. MUTCD – 2009 (with Revision Numbers 1 and 2 incorporated, dated May 2012)
<http://mutcd.fhwa.dot.gov/>
14. Safe Mobility for Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>

15. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
17. Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/di sclaimer.shtm>
18. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
<http://www.fdot.gov/materials/administration/resources/library/publications/materi alsmanual/documents/v1-section32-clean.pdf>
19. Florida Department of Transportation Design Bulletins and Update Memos
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
20. Florida Department of Transportation Utility Accommodation Manual
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.p df?sfvrsn=d97fd3dd_0
21. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
22. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Pavement Type Selection Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
25. Florida Department of Transportation Right of Way Manual
<http://www.fdot.gov/rightofway/Documents.shtm>
26. Florida Department of Transportation Traffic Engineering Manual
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
27. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm
28. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
29. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116
30. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17

31. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
32. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
33. Florida Department of Transportation Driveway Information Guide
<http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf>
34. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
35. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
36. Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>

B. Geotechnical Services:

1. **General Conditions:**

Not Applicable.

C. Environmental Permits:

1. **Storm Water and Surface Water:**

None anticipated.

2. **Environmental Permits:**

None anticipated.

D. Railroad Coordination

If applicable, the County will conduct the required contract negotiations and coordination with the railroad company. All required Railroad Reimbursement Agreements will be between Bayline Railroad (a subsidiary of Genesee & Wyoming Railroad) and the County. Copies of the approved Agreements will be made available to the Contractor. The Contractor must comply with the terms of these agreements. The Contractor must make the necessary arrangements with Bayline Railroad prior to encroachments into the railroad rights-of-way.

The Contractor will provide at its expense the cost of any liability insurance and permitting fees that may be required by the railroad company in association with the work, as well as the cost for prescribed protective services (i.e. watchman or flagging services).

E. Survey

None anticipated.

F. Verification of Existing Conditions:

The Contractor shall be responsible for verification of existing conditions, including research of all existing FDOT or County records and other information.

By execution of the contract, the Contractor specifically acknowledges and agrees that the Contractor is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the work to be conducted by the Contractor and that any information is being provided merely to assist the Contractor in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

G. Submittals:

1. Component Submittals:

None anticipated.

2. Phase Submittals:

None anticipated.

3. Requirements to Begin Construction:

Notice to Proceed will be issued to the Contractor.

4. As-Built Set:

Submit for review by County prior to project acceptance

5. Milestones:

Not Applicable.

5. Railroad Submittals:

None Anticipated

H. Project Schedule:

The Contractor shall submit a Schedule. The Contractor's Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and County observed Holidays) review time for the County's review of any submittals. Review time will not begin until submittals are deemed complete by the County.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values, and those listed below:

- Anticipated Award Date
- Kickoff meeting with the County
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals
- Submittal Reviews by the County and/or FDOT, as applicable
- Materials Quality Tracking
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Permit Submittals and Acquisition
- Procurement of Materials
- Maintenance of Traffic Plan
- Lane Closure Analysis (if applicable)
- Erosion Control
- Holidays and Special Events (non-work days)
- Additional Construction Milestones as determined by the Contractor
- Optical Time Domain Reflectometer (OTDR) Testing
- As-Built Documentation
- Final Completion Date for All Work

I. Key Personnel/Staffing:

The Contractor's work shall be performed and directed by key personnel identified at the Project Kickoff Meeting.

J. Partner/Teaming Arrangement:

Partner/Teaming Arrangements of the Contractor shall be as identified at the Project Kickoff Meeting.

K. Meetings and Progress Reporting:

The Contractor shall anticipate and remain available for periodic meetings with County and other agency personnel as required for resolution of construction issues. These meetings may include:

- County technical issue resolution
- Local government agency coordination
- Maintenance of Traffic Workshop
- Permit agency coordination
- Other meetings as determined necessary

During construction, the Contractor shall meet with the County's Project Manager on a weekly basis, and provide a one-week look-ahead for activities to be performed during the coming week.

The Contractor shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

L. Quality Management Plan (QMP):

1. Design:

Not applicable.

2. Construction:

The Contractor shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

M. Schedule of Values:

The Contractor is responsible for submitting estimates requesting payment. Estimates requesting payment will be based on the completion or percentage of completion of tasks as defined in the Schedule of Values. The Contractor must submit the Schedule of Values to the County for approval. The Schedule of Values shall include line items for project closeout activities and documentation such as Integration, Inspection and Acceptance Testing, and other documentation required by the Contract Documents. No estimates requesting payment shall be submitted prior to County approval of the Schedule of Values.

Upon receipt of the estimate requesting payment, the County's Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. Final payment will be made upon final acceptance by the County of the Project.

N. Computer Automation:

Not Applicable.

O. Construction Engineering and Inspection:

The County is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering services through use of inhouse or contracted personnel.

P. Testing:

At its option, the County or its representative will perform verification and resolution sampling and testing activities at both on site, as well as off site locations, in accordance with the latest Specifications.

Q. Adjoining Construction Projects:

The Contractor shall be responsible for coordinating all construction activities with other construction projects that are impacted by or impact the Project. This includes projects under

the jurisdiction of local governments, FDOT, other regional and state agencies, or private entities.

III. Construction Criteria.

A. General:

All construction work completed under the Contract shall be in accordance with the United States Standard Measures.

B. Utility Coordination:

The Contractor shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be referred to as the Utility Coordination Manager (UCM), and the Contractor shall notify the County in writing of any change in the identity of the UCM.

The Contractor's UCM shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations
3. Reviewing proposed utility permit application packages and providing comments based on the compatibility of the permit.
4. Scheduling and conducting utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all drawings, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
6. Identifying, preparing, reviewing and facilitating any agreement required for any utility work needed through final approval and execution. The UCM shall also be responsible for monitoring and reporting the performance of all involved parties under said agreement.
7. Preparing, reviewing, approving, signing, and coordinating the implementation of and submitting to the County for review, any Utility Work Schedules.
8. Resolving utility conflicts.
9. Obtaining and maintaining all appropriate "Sunshine 811" tickets as they apply to utility relocation work.
10. Providing periodic Project updates to the County Project Manager and/or FDOT Utility Office as applicable.
11. Coordination with the County on any issues that arise concerning reimbursement of County-approved utility work between the County and the utility.

Any relocation agreements, drawings, work schedules and permit applications are to be forwarded to the County and FDOT as applicable for review by the County's Project Manager and FDOT District Three Utility Office (DUO), as applicable.

C. Documentation, Calculations, and Computations:

Not applicable.

D. Specifications Development by Contractor:

Not Applicable.

E. Shop Drawings:

As applicable, the Contractor shall be responsible for the preparation of any Shop Drawings for submission to the County. Shop Drawings shall be in conformance with FDOT's Design Manual (FDM). Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review. Shop Drawings shall bear the stamp and signature of the Contractor's Engineer of Record (EOR), and/or Specialty Engineer, as appropriate. The County shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Contractor. The County's procedural review of Shop Drawings is to assure that the Contractor's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the Contract Documents. The County's review is not meant to be a complete and detailed review, but the County reserves the right to perform a more detailed review, as necessary. Upon review of the Shop Drawing, the County will initial, date, and stamp the drawing "Released for Construction" or "Released for Construction as Noted".

F. As-Built Documentation

As-Built documentation produced by the Contractor shall consist of electronic point file data in an industry-standard format specified by the County addressing the requirements of the Bay County GIS Division. In addition to any special requirements specified by the County, data shall consist of the following: Coordinates: Lat/ Long; Projection: NAD_1983_StatePlane Florida North; Software format: GPS Export Files – Comma-Separated Values (CSV) or ESRI Shapefile. As a minimum, submit coordinate data for traffic control devices, pull and splice boxes/vaults/enclosures, hubs, conduit duct banks, access points, and utility demarcation points, as well as conduit and cable at 100-foot intervals including all changes in direction.

Submit final as-built fiber optic splicing diagrams detailing all cable splices, terminations, equipment port assignments, and optical circuit path names within the communication network, as applicable. Include cable manufacturer, type, strand count, and cable sequential reading at each pull box entrance/exit, each side of the splice enclosure, and at patch panel terminations.

Optical Time Domain Reflectometer (OTDR) Bidirectional Attenuation Testing Results shall be including among as-built documentation provided by the Contractor.

G. Transportation Management Plan:

The Contractor must develop and implement a Transportation Management Plan (Maintenance of Traffic Plan) for review and approval by the County. The Contractor shall produce a Lane Closure Analysis in accordance with FDOT's Design Manual (FDM) requirements should any lane closures be proposed outside the hours of 6:00 AM to 9:00 AM, and 4:30 PM to 6:30 PM on weekdays. The Lane Closure Analysis documentation bearing the stamp and signature of a

registered professional engineer shall be submitted to the County (and/or FDOT if on a state road) for review and approval. In addition, the Contractor shall consult with the County and FDOT to develop a list of special events for review and approval by the County during which no lane closures shall be allowed.

EXHIBIT 2
VENDOR'S RESPONSE TO ITB 23-05
(to be inserted upon contract award)

EXHIBIT 3 FEDERAL REGULATIONS CONTRACT REQUIREMENTS

FEDERAL EMERGENCY MANAGEMENT AGENCY

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1)The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2)The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3)The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

FEDERAL CONTRACT PROVISIONS

- 1. Conflict of Interest** - This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's company or its affiliates.
- 2. Discriminatory Vendors** – (1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract. (2) Contractor shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not: 1) Submit a bid on an agreement to provide any goods or services to a public entity; 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work; 3)Submit bids on leases of real property to a public

entity; or 4) Be awarded or perform work as a consultant under an agreement with any public entity; or transact business with any public entity.

3. **Lobbying** - No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

4. **Record Retention** – A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request. B. In the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims
5. **Diversity** – All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying

under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

- 6. Applicable Laws** - The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Consortium. The contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 7. Administrative, Contractual, or Legal Remedies** - Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.
- 8. Patents and Data** - No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.
- 9. Clean Air Act and Federal Water Pollution Control Act** - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the Consortium member and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 10. Suspension and Debarment** (1) This contract is a covered transaction for purposes of 2 C.F.R.pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier

covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.” (5) The Contractor’s debarment and suspension status will be validated by the County at the System for Award Management at www.sam.gov and the State of Florida at: https://www.dms.myflorida.com/business_operations/state_purchasing/vendors_or_information/convicted_suspended_discriminatory_complaints_vendor_lists

- 11. Reporting** - The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.
- 12. Access to Records** – (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.”
- 13. Energy Efficiency Standards** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 14. DHS Seal, Logo, and Flags** - “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”
- 15. No Obligation by Federal Government** - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

17. Recovered Materials –

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (IV) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

18. Discriminatory Vendors List: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases 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.

19. Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(c) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

20. Equal Opportunity Clauses

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be

imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21. Contract Work Hours And Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 CFR Part 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

22. Rights To Inventions Made Under A Contract Or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

23. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

24. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology of any system;

(IV) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

25. Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**EXHIBIT 4
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Vendor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Vendor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Vendor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Vendor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Vendor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims that arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Vendor shall purchase and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Vendor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the employees of the subcontractor. The Vendor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Vendor. The Vendor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

g. **INDEMNITY AND INSURANCE- GENERAL AND AUTOMOBILE LIABILITY**

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability of the Insurance Services Office with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least **\$1,000,000 per occurrence and \$5,000,000 annual general aggregate**, inclusive of amounts provided by an umbrella or excess policy, for the services to be rendered in accordance with this Agreement.

The Vendor shall purchase and maintain Commercial Automobile Liability Insurance with limits of at least **\$1,000,000 per occurrence**.

Additionally, the Vendor and subcontractor/consultant/sub-consultant shall cause Bay County Board of Commissioners and FDOT to be an additional insured party on the policies, and shall provide Bay County Board of Commissioners and FDOT certificates of insurance documenting that the required insurance coverage is in place and in effect.

When the contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with FDOT and the County as an additional insured on the Commercial General Liability policy/ies.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Vendor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County and FDOT shall be notified in writing within 10 days of any cancellation, notice of cancellation, renewal or proposed change to any policy or coverage described herein. The Certificate Holders are to be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401, and Fl. Department of Transportation (FDOT), 1074 US 90, Chipley, Florida 32428. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to these addresses. Each Certificate will address the service being rendered to the County and FDOT by the Vendor. **The County and FDOT shall be named as an Additional Insured, Primary and Non-Contributory for General Liability with Waiver of subrogation included with respects to General Liability. When the contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with FDOT as an additional insured on the Commercial General Liability policy/ies.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Vendor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Vendor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Vendor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Vendor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of _____ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Vendor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of _____ is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Vendor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability

coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Vendor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Vendor shall provide for the County an owners protective liability insurance policy (preferably through the Vendor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Vendor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Vendor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all Vendors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Vendor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

**Vendor's Equipment Coverage**

Vendor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Vendor. All risks coverage is preferred. The contract may declare self-insurance for Vendor equipment.

**Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

**Fidelity/Dishonesty Coverage for Employer (Vendor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Vendor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

**Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Vendor's employees resulting in loss to the County.

**Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

**Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Vendor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

**Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Vendor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

**Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

**Watercraft Liability Coverage**

Because the Vendor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property

damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage Because the Vendor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage The Workers Compensation policy is to be endorsed to include Jones Act coverage for exposures which may arise from this agreement or contract.

**EXHIBIT 5
PUBLIC CONSTRUCTION BOND**

Bond No. _____ (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to the Bay County Board of County Commissioner, Bay County, FL, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

**NOTICE OF CONTEST OF CLAIM
AGAINST PAYMENT BOND**

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated _____, _____, and served on the undersigned on _____, _____, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

Vendor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of Vendor) on the job of Bay County Board of County Commissioners, for improvements to the following described project:

_____ (Project Name)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Vendor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$_____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of Vendor) on the job of Bay County Board of County Commissioners for improvements to the following described project:

_____ (Project Name)

Vendor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____