



INVITATION TO BID

Date: September 22, 2010

From: Brenda Brillhart, Purchasing Agent
(239) 252-8446 (Telephone)
(239) 252-6697 (FAX)
BrendaBrilhart@colliergov.net (Email)

To: Prospective Vendors

Subject: ITB 10-5507 – Storm Drain Cleaning, Documenting & Repairs

As requested by the Transportation Department, the Collier County Board of County Commissioners Purchasing Department has issued this ITB for the purpose of obtaining fair and competitive responses. Please refer to the Public Notice included in this document for the opening date and time and any applicable pre-ITB conference.

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department E-Procurement website: www.colliergov.net/bid. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

We look forward to your participation in Collier County's competitive procurement process.

cc: Alexander Blanco, Project Manager

Note: All ITB responses submitted manually must be submitted as one original, and one exact duplicate copy, including any required forms.



Invitation to Bid

Index

Public Notice	3
Exhibit I: Scope of Work, Specifications and Response Format.....	4
Exhibit II: General Bid Instructions	5
Exhibit III: Standard Purchase Order Terms and Conditions.....	11
Exhibit IV: Additional ITB Terms and Conditions.....	14
Attachment 1: Vendor Submittal - Vendor's Check List.....	21
Attachment 2: Vendor Submittal - Bid Response Form.....	22
Attachment 3: Vendor Submittal - Insurance and Bonding Requirements.....	24
Attachment 4: Vendor Submittal - Local Vendor Preference Affidavit.....	26
Attachment 5: Vendor Submittal - Immigration Affidavit.....	27
Attachment 6: Vendor Submittal - Vendor's Non-Response Statement	28

Public Notice

Sealed bid responses for **ITB 10-5507 – Storm Drain Cleaning, Documenting & Repairs** will be received electronically or manually only at the Collier County Purchasing Department Director's Office, 3301 Tamiami Trail East, Building "G", Naples, Florida 34112 until **2:30 p.m.** Collier County local time on October 14, 2010. Solicitation responses received after the stated time and date will not be accepted.

ITB 10-5507 Storm Drain Cleaning, Documenting & Repairs

A pre-bid conference will not be held for this solicitation. All questions regarding this ITB must be submitted online on the Collier County Purchasing Department E-Procurement website: www.colliergov.net/bid. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

All solicitation responses must be made on the official ITB response forms included and only available for download from the Collier County Purchasing Department E-Procurement website noted herein. **ITB Documents obtained from sources other than Collier County Purchasing may not be accurate or current.**

Collier County encourages vendors to utilize recycled paper on all manual bid response submittals.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: /s/ Steve Carnell
Steve Carnell, C.P.M.
Purchasing/General Services Director

Publicly posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the lobby of the Purchasing Building on **September 22, 2010.**

Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Road Maintenance Department (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Purchasing Department (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bids from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached.

The Vendor, at a minimum, must achieve the requirements of the Scope of Work and Specifications stated herein.

1. Brief Description of Purchase

Project Location: Collier County

Scope of work: The work typically consists of small projects on an as needed basis:

- The cleaning/flushing of the storm drain pipe, which may include temporary plugging and dewatering of individual storm drain segments;
- Vacuuming of the storm drain pipe and appurtenances (inlet boxes);
- Vacuuming of Continuous Deflection Separation (CDS) Systems;
- Videotaping in DVD format of the segment cleaned when authorized;
- Providing a written report of the condition of the facilities to the County;
- Furnishing all of the associated equipment, labor, and materials required to meet the work objectives.
- This is an on-call annual contract – projects are small and can be located anywhere in Collier County.
- **Anticipated annual budget will be approximately \$250,000 (average job is under \$25,000).**

2. Detailed Scope of Work – See Exhibit A

3. Projected Timetable

Event	Date
Issue Solicitation Notice	September 22, 2010
Last Date for Receipt of Written Questions	October 5, 2010
Addendum Issued	By October 7, 2010
Solicitation Closing Date and Time	October 14, 2010
Evaluation of Submittals	Within 10 days of opening
Board of County Commissioner's Contract Approval Date	November 2010

4. Response Format

- Attachment 1: Vendor's Check List
- Attachment 2: Bid Response Form
- Attachment 3: Insurance and Bonding Requirements
- Attachment 4: Local Vendor Preference Affidavit
- Attachment 5: Immigration Affidavit

Exhibit II: General Bid Instructions

1. Purpose/Objective

As requested by the Collier County departments or divisions identified in Exhibit 1, the Collier County Board of County Commissioners Purchasing Department (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor"

All bids must be submitted on the Bid form furnished by the County noted in Attachments 1, 2, 3, 4, and 5 of this ITB. No bid will be considered unless the Bid form is properly signed. Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

2. Pricing

Vendors must provide unit prices using the unit of measured specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening.

3. Alternate Bid Pricing

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price will be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed will be considered technically non-responsive and will not be considered for award.

4. Equal Product

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found to be equal or similar in quality, standard of performance, design, etc. to the item specified. Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar.

Equal product samples, if required for evaluation, and at no cost to the County, must be submitted with Bid. Unless otherwise directed in the solicitation, the bid will not be considered unless samples are delivered to specified address by bid due date. The County shall be sole judge of equality or similarity, and its decision shall be final in the best interest.

5. Discounts

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

6. Exceptions

Vendors taking exception to any part or section of these specifications shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS." Failure to indicate any exceptions to the specifications shall be interpreted as the Vendors intent to fully comply with the specifications as written. The County, at its sole discretion, shall determine if the exceptions are material in nature, and if the Vendor's exceptions may be declared grounds for rejection of bid proposal.

7. Addenda

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. Additionally, all addendums are posted on the Collier County Purchasing Department E-Procurement website: www.colliergov.net/bid. Before submitting a bid response, please make sure that you have read all, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

8. Bid Submission

All electronic bids shall be submitted online via the Collier County Purchasing Department e-procurement website: www.colliergov.net/bid.

All paper bids shall be submitted to the County Purchasing Director, Collier County Government Complex, Purchasing Building "G", Naples, FL 34112, by the date and time as stated in the Legal Notice. The County assumes no responsibility for bid responses received after the due date and time, or at any office or location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather or any other reason. Late bid responses shall be returned unopened, and shall not be considered for award.

Vendors must submit **two (2) paper copies with one copy clearly labeled "Master," and one (1) compact disks (CD's) with a copy of the proposal on each CD in Word, Excel or PDF.** List the Solicitation Number and Title on the outside of the box or envelope. All bids sent by courier service **must** have the bid number and title on the **outside** of the courier packet.

Vendors who wish to receive copies of bids after the bid opening may view and download same from the Collier County Purchasing Department Internet bid site.

9. Questions

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Purchasing Agent before the bid opening date. Direct questions related to this ITB only to the Collier County Purchasing Department Internet website: www.colliergov.net/bid. Questions will not be answered after the date noted on the ITB.

Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department E-Procurement website. For general questions, please call the referenced Purchasing Agent identified in the Public Notice.

10. Protests

Any actual or prospective respondent to an Invitation to Bid, who has a serious and legitimate issue with the ITB shall file a written protest with the Purchasing Director prior to the opening of the bid or the due date for acceptance of bid. All such protests must be filed with the Purchasing Director no later than 11:00 a.m. Collier County time on the advertised date for the opening of the bid or the acceptance date for the Request for Proposals.

11. Award Criteria

ITB award criteria is as follows:

- All questions on the Bid document shall be answered as to price(s), time requirements, and required document submissions.
- Award shall be based upon the responses to all questions on the Bid Response Page(s).
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- Prices will be read in public exactly as input on the electronic bid response form or written on the manually submitted Bid Response Page(s) at the time of the bid opening; however, should an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Mathematical miscalculations may be corrected by the County to reflect the proper response.
- The County's Purchasing Department reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- It is the intent of Collier County to award to the lowest, qualified and responsive vendor(s) in accordance with the Method of Source Selection denoted in the terms and conditions in Exhibit II on the basis of:
 - One Awardee and determined by Total Cost,
 - If Bid cannot be awarded as noted herein, the Collier County Board of County Commissioners shall make an award that best suits the needs and is in the interest of Collier County.
 - The contract will be in the form of a standard County contract and then Purchase Order driven.

12. Rejection and Waiver

The County reserves the right to reject any and all bids, to waive defects in the form of bid, also to select the bid that best meets the requirements of the County. Vendors whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements denoted may be rejected as non-responsive. Bids that do not meet all necessary requirements of this solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive.

13. Local Vendor Preference (LVP)

The County is using the Competitive Sealed Quotation methodology of source selection for this procurement, as authorized by Ordinance Number 87-25, and Collier County Resolution Number 2008-181 establishing and adopting the Collier County Purchasing Policy.

The Collier County Board of County Commissioners has adopted a Local Preference "Right to Match" policy to enhance the opportunities of local businesses to receive awards of Collier County purchases.

A "local business" is defined as a business that has a valid Business Tax Receipt, formerly known as an Occupational License issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County quote or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their quote or proposal to be eligible for consideration as a "local business" under this section.

When a qualified and responsive non-local business submits the lowest price quote, and the quote submitted by one or more qualified and responsive local businesses is within ten percent (10%) of the price submitted by the non-local business, then the local business with the apparent lowest quote offer (i.e. the lowest local vendor) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive vendor. In such instances, staff shall first verify if the lowest non-local vendor and the lowest local vendor are in fact qualified and responsive vendors.

Next, the Purchasing Department shall determine if the lowest local vendor meets the requirements of Section 287.087 F.S.

If the lowest local vendor meets the requirements of 287.087, F.S., the Purchasing Department shall invite the lowest local vendor to submit a matching offer to the Purchasing Department which shall be submitted within five (5) business days thereafter. If the lowest local vendor submits an offer that fully matches the lowest quote from the lowest non-local vendor tendered previously, then award shall be made to the local vendor. If the lowest local vendor declines or is unable to match the lowest non local quote price(s), then award will be made to the lowest overall qualified and responsive vendor. If the lowest local vendor does not meet the requirement of Section 287.087 F.S. and the lowest non-local vendor does, award will be made to the vendor that meets the requirements of the referenced state law.

Vendor must complete and submit with its quote response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation. **Failure on the part of a Vendor to submit this Affidavit with their quote response will preclude said Vendor from being considered for local preference under this solicitation.**

A Vendor who misrepresents the Local Preference status of its firm in a quote submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.

The County may, as it deems necessary, conduct discussions with any of the competing vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

14. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- In exceptional cases, the Purchasing Department may waive the requirement.

Vendors are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their employees assigned to the contract at the time of enrollment in E-Verify. Additionally, vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

If the vendor is already enrolled in E-Verify, they must use E-Verify within thirty (30) calendar days of contract award to verify employment eligibility of their employees assigned to the contract.

Following this initial period they must initiate verification of all new hires of the Vendor and of all employees newly assigned to the contract within three (3) business days of their date of hire or date of assignment to the contract.

Vendors shall be required to provide the Collier County Purchasing Department an executed affidavit vowing they shall comply with the E-Verify Program for each service/project. The affidavit is attached to the solicitation documents. If the bidder/Vendor does not comply, they may be deemed non-responsive.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, that any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

15. Lobbying

All firms are hereby placed on NOTICE that the County Commission does not wish to be lobbied either individually or collectively about a project for which a firm has submitted a bid. Firms and their agents are not to contact members of the County Commission for such purposes as meetings of introduction, luncheons, dinners, etc. During the bidding process, from bid opening to final Board approval, no firm or its agent shall contact any other employee of Collier County with the exception of the Purchasing Department.

16. Certificate of Authority to Conduct Business in the State of Florida (FI Statute 607.1501)

In order to be considered for award, firms submitting a response to this solicitation shall be required to provide a certificate of authority from the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 (www.sunbiz.org/search.html). A copy of the document shall be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

17. General Information

When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County. Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall ask vendors to submit certification that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes. Should all vendors provide said certification, the County will give local vendor preference.

18. Bid Award Process

Award of contract will be made by the Board of County Commissioners in public session. Awards pertaining to the Collier County Airport Authority will generally be made by that agency's approval Board.

Award shall be made in a manner consistent with the County's Purchasing Policy. Award recommendations will be posted outside the offices of the Purchasing Department as well as on the Collier County Purchasing Department website on Wednesdays and Thursdays prior to the County Commission meetings.

Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Purchasing Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Purchasing Director.

Exhibit III: Standard Purchase Order Terms and Conditions

1. Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. Acceptance and Confirmation

This Purchase Order (**including all documents attached to or referenced therein**) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. Inspection

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. Shipping and Invoices

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of

delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights.

VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on

the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Exhibit IV: Additional ITB Terms and Conditions

1. Contract Term

The contract term, if an award(s) is/are made is intended to be one (1) year with three (3) one (1) year renewal options. Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Purchasing Director. Price adjustments are dependent upon budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

2. Additional Items and/or Services

During the contract term, Collier County reserves the right to add related items and/or services upon negotiation of a satisfactory price by the Project Manager and Vendor.

3. Conflict of Interest

Vendor shall provide a list of any businesses and/or organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the County as a conflict of interest. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

4. Vendor Performance Evaluation

Collier County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of agreement.

5. Use of Subcontractors

Bidders on any service related project, including construction, must be qualified and directly responsible for 51% or more of the solicitation amount for said work.

6. Deductions for Non-Performance

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

7. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

8. Environmental Health and Safety

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer. All electrical installations shall be labeled with appropriate NFPA 70E arc flash boundary and PPE Protective labels.

9. Standards of Conduct

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

10. Licenses

The Vendor is required to possess the correct professional and other licenses, and any other authorizations necessary to perform the required work pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of all the required licenses must be submitted with the bid response indicating that the entity bidding, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the ITB documents. Failure on the part of any vendor to supply this documentation with their bid response may be grounds for deeming vendor non-responsive.** A Vendor with an office within Collier County is required to have an occupational license.

All State Certified contractors must complete a registration form and submit a \$45.00 fee. After registering, the license/registration will need to be renewed thereafter to remain "Active" and able to pull permits or call in inspections within Collier County. State License renewals are based according to the expiration date indicated on the State License.

Questions regarding professional licenses should be directed to Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required Business Tax Receipt (formerly known as Occupational Licenses) should be directed to the Tax Collector's Office at (239) 252-2477.

11. Protection of Property

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

12. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

13. Invoice and Payments

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners
Attn: Accounts Payable
Building F, 7th Floor
3301 Tamiami Trail E
Naples FL 34112

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

Collier County cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests shall be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices must be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

14. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Attachment 3 of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The "Certificate Holder" should read as follows:

Collier County Board of County Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Attachment 3, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by

Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

15. Maintenance of Traffic Policy

For all projects that are conducted within a Collier County Right-of-Way, the Vendor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS) on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through the Risk Management and/or Purchasing Departments and are available on-line at colliergov.net/purchasing.

The Vendor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice of Award.

16. Debris

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

17. Direct Material Purchase

The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials" and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation.

Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

- Required quantities of material.
- Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable
- Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

18. Grant Compliance

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

19. Equipment

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. Vendor shall supply a list of equipment and an hourly rate for each. Hourly rates will commence once equipment arrives at the service site.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site. The County reserves the right to request and obtain documentation of the Vendor's cost, and to withhold payments until documentation is provided.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.

All equipment must be new and of current manufacture in production at the time of ITB opening, and carry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.

20. Storage Tank Installation and Closure Requirements

An underground 62-761, Florida Administrative Code (F.A.C.) or aboveground 62-762, F.A.C. regulated tank requires notification to the '**County**' prior to installation or closure of the tank. The Pollution Control Department (239-252-2502) via contract GC-690 with the Florida Department of Environmental Protection (FDEP) is the County (local program) for the purposes of these rules.

Regulated tanks require notification to the '**County**' local program **30 days** prior to installation and again **48 hours** prior to commencement of the installation. Closure activities require a **10 day** notification and then a **48 hour** notification prior to commencement. The notification is to allow for scheduling of the inspections pertaining to the installation / closure activities. A series of inspections will be scheduled based upon system design after discussing the project with the Vendor / Project Manager. Specifics on applicability, exemptions and requirements for regulated pollutant storage tank systems can be found in 62-761, F.A.C. and 62-762, F.A.C. or contact the Pollution Control Department with your questions. Please note that equipment must be listed on the FDEP approved equipment list and will be verified at inspection along with installation and testing procedures. The approved equipment list is constantly updated and can be found at the FDEP Storage Tank Regulation website along with rules, forms and other applicable information.

21. 62-761.300 Applicability

- 1) General Requirements:
 - a) Underground storage tank systems: The requirements of this Chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of UST systems with individual storage tank capacities greater than 110 gallons that contain or contained:
 - i) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984
 - ii) Pollutants or hazardous substances after December 10, 1990; or
 - iii) Regulated substances in unmaintained storage tank systems.
 - b) This rule is applicable to non-residential facilities. Under 40 C.F.R. 280, residential tanks greater than 1100 gallons containing motor fuels are subject to Federal UST rules (advisory information only-not required by this Chapter).

22. 62-762.301, F.A.C. Applicability

- 1) General Requirements:
 - a) Aboveground storage tank systems: The requirements of this chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of aboveground stationary storage tank systems with individual storage tank capacities greater than 550 gallons that contain or contained: Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984
 - (1) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984;
 - (2) Pollutants after March 12, 1991; or
 - (3) Pollutants in unmaintained storage tank systems.
 - b) Aboveground compression vessels and hazardous substance storage tank systems: Owners and operators of compression vessels and hazardous substance storage tanks with capacities of greater than 110 gallons containing hazardous substances are only required to comply with subsections 62-762.401(1)-(2), F.A.C.
 - c) Aboveground mineral acid storage tank systems: Owners and operators of facilities, or owners and operators of aboveground mineral acid storage tank systems with capacities of greater than 110 gallons containing mineral acids are only required to comply with Rule 62-762.891, F.A.C.

23. Definitions

62-761.200(11) and 62-762.201(16), F.A.C.: "**County**" means a locally administered program under contract with the Department to perform compliance verification activities at facilities with storage tank systems.

62-761.200(48) and 62-762.201(62), F.A.C.: "**Pollutants**" includes any "product" as defined in Section 377.19(11), F.S., pesticides, ammonia, chlorine and derivatives thereof, excluding liquefied petroleum gas.

62-761.200(51) and 62-762.201(65), F.A.C.: "**Product**" as defined in Section 377.19(11), F.S., means any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, uncracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casing head gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

62-761(73) and 62-762(84), F.A.C.: "**Vehicular fuel**" means a petroleum product used to fuel motor vehicles, including aircraft, watercraft and vehicles used on and off roads and rails.

Attachment 1: Vendor Submittal - Vendor's Check List

IMPORTANT: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and return with bid.

Vendor should check off each of the following items as the necessary action is completed:

1. The Bid has been signed. ✓
2. The Bid prices offered have been reviewed. ✓
3. The price extensions and totals have been checked. ✓
4. The payment terms have been indicated. ✓
5. Any required drawings, descriptive literature, etc. have been included. NA
6. Any delivery information required is included. ✓
7. If required, the amount of bid bond has been checked, and the bid bond or cashiers check has been included. NA
8. Addendum have been signed and included, if applicable. ✓
9. Affidavit for Claiming Status as a Local Business, if applicable. ✓
10. Immigration Affidavit. ✓
11. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB. ✓ ✓ ✓ ✓
12. The mailing envelope must be addressed to:
Purchasing Director
Collier County Government Center
Purchasing Building
3301 East Tamiami Trail
Naples, Florida 34112
13. The mailing envelope must be sealed and marked with:
 - **ITB 10-5507 – Storm Drain Cleaning, Documenting & Repairs**
 - **Opening Date**
14. The bid will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid cannot be considered.)

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Company Name

Signature & Title

Date

Attachment 2: Vendor Submittal - Bid Response Form

FROM: _____

Board of County Commissioners
Collier County Government Center
Naples, Florida 34112

RE: ITB 10-5507 – Storm Drain Cleaning, Documenting & Repairs

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this Bid is accepted, to contract, either by a County issued purchase order or formal contract, to comply with the requirements in full in accordance with the terms, conditions and specifications denoted herein, according to the following unit prices:

***** SEE FOLLOWING PAGES *****

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: _____% _____ Days; Net ___ Days

Bid Response Form is electronic. Please input your prices online.

Note: If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages. The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Purchasing Director for approval within fifteen (15) days after being notified of an award.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2010 in the County of _____, in the State of _____.

Firm's Complete Legal Name _____

Address _____

City, State, Zip _____

Florida Certificate of Authority Document Number _____

Federal Tax Identification Number _____

Telephone Number _____

FAX Number _____

- Check one of the following:
- Sole Proprietorship
 - Corp or P.A. State of _____
 - Limited Partnership
 - General Partnership

Signature / Title _____

Type Name of Signature _____

Date _____

Additional Contact Information

Send Payments To: (REQUIRED ONLY if different from above)

Firm's Complete Legal Name _____

Address _____

City, State, Zip _____

Contact Name _____

Telephone Number _____

FAX Number _____

Email Address _____

6. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
7. Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
8. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County.
9. **Thirty (30) Days Cancellation Notice** required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____



Attachment 4
Vendor Submittal – Local Vendor Preference
Affidavit

ITB 10-5507 – Storm Drain Cleaning, Documenting & Repairs

(Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business

- Collier County
Lee County

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy;

A "local business" is defined as a business that has a valid occupational license issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County bid or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers): _____

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Address in Collier or Lee County: _____

Signature: _____ Title: _____

STATE OF FLORIDA

COLLIER COUNTY LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20_____.

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)



ITB 10-5507 – Storm Drain Cleaning, Documenting & Repairs

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Failure to include this Affidavit with proposal will delay in the consideration and reviewing of vendor's proposals and could result in the vendor's proposal being deemed non-responsive.

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to abide by Collier County Employment Eligibility Verification System requirements regarding this solicitation.

Company Name _____

Print Name _____ Title _____
Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2010, by

_____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature _____

Printed Name of Notary Public _____

Notary Commission Number/Expiration _____

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. Collier County reserves the right, at any time, to request supporting documentation as evidence of the vendor's compliance with this sworn affidavit.

Attachment 6: Vendor Submittal - Vendor's Non-Response Statement

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons why prospective Vendors did not wish to respond to this ITB.

If your firm is not responding to this ITB, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email or fax to the Purchasing Agent listed on the first page or mail to: Collier County Purchasing Department, 3301 Tamiami Trail East, Naples, Florida 34112.

We are not responding to this ITB for the following reason(s):

ITB 10-5507 – Storm Drain Cleaning, Documenting & Repairs

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s):

Firm's Complete Legal Name _____

Address _____

City, State, Zip _____

Telephone Number _____

FAX Number _____

Signature / Title _____

Type Name of Signature _____ Date: _____

EXHIBIT A – SCOPE OF SERVICES

The work typically consists of:

- The cleaning/flushing of the storm drain pipe, which may include temporary plugging and dewatering of individual storm drain segments;
- Vacuuming of the storm drain pipe and appurtenances (inlet boxes);
- Vacuuming of Continuous Deflection Separation (CDS) Systems;
- Videotaping in DVD format of the segment cleaned when authorized;
- Providing a written report of the condition of the facilities to the County;
- Furnishing all of the associated equipment, labor, and materials required to meet the work objectives.
- Providing quote for repairs within five (5) working days.

The length of pipe and box culverts, the number of inlet boxes and CDS Systems along with the job duration all will vary. It should be anticipated that the majority of work to clean/flush the pipe will be on short job increments of approximately 30', 50' to 100' in length with the job duration to be two (2), four (4), eight (8) to sixteen (16) hours pending permits and MOT setup. Video recording would be performed on the older culverts which are believed to be in poor condition or have failed.

The Contractor shall be fully responsible for the performance and for the completion of all work under this Contract as set forth in these special provisions and as directed by Collier County or its designee (Project Manager). The Contractor will incorporate the necessary provisions into the overall Bid Unit Price to complete the specified work under the conditions existing in the storm drain pipe and box culverts.

Coordination with Collier County and other parties involved is required regarding provisions for the location specifics of each work site, traffic control signage, purchasing/acquiring water and identification of the nearest sediment disposal site.

AUTHORITY OF THE PROJECT MANAGER: The Contractor will perform all work to the satisfaction to the Project Manager. The Project Manager will manage all questions, difficulties, and disputes, of whatever nature, that may arise relative to the interpretation of the plans, prosecution, and fulfillment of this Contract. Also, to the character, quality, amount, and value of any work done, and materials furnished..

ACCESS OR STAGING TO PROJECT WORK AREA: Access to the work site may be limited or restricted. It will be the Contractor's responsibility to inspect the work site prior to the NTP issuance to ensure there will be no ingress and egress issues. In addition, should access to an offsite staging area be necessary other than indicated on the plans or as discussed, the Contractor must be granted and the fee owner must provide written authorization. A copy of the authorization letter must be provided to the Project Manager for the Project file. Any and all related costs to gain access to or for staging purposes for the work site shall be included in the Bid.

CLEANING OF STORM DRAIN PIPES, INLET BOXES, AND BOX CULVERTS: The work specified consists of the removal and disposal of sediment, silt, debris, vegetation, soil, rock or any type of blockage including temporary dewatering plugs left behind or restriction inside a storm drain pipe, inlet box, Continuous Deflection Separation (CDS) Systems or equivalent or box culvert to restore maximum drainage capacity.

The storm drain pipe segments may be required to be de-watered with the stormwater discharge being towards a downstream segment of the storm drain system. Jet rodding and vacuum cleaning of the storm drain pipes in preparation for videotaping of the cleaned storm facilities will be required.

Storm drain pipe sizes and segments will vary. Collier County reserves the right to specify actual footages and/or cubic feet of boxes or CDS system(s) as may be required during this contract period, but does not guarantee any minimum or maximum to be ordered during the period specified.

GENERAL REQUIREMENTS: The Contractor shall clean the storm drain pipe, inlet box, box culvert or CDS system so that the drainage capacity is one hundred percent (100%) of the existing capacity of the pipe, box culvert or CDS system. All activities shall be performed meeting the requirements of Federal, State and local environmental standards and laws. Erosion and water pollution control shall be accomplished, meeting the requirements of Section 104 of the Standard Specifications for Road and Bridge Construction and revisions thereto (current at the time of Contract award). When water is present, the storm drain pipe or box culvert shall be de-watered to facilitate cleaning. Cleaning shall be done in a manner not to damage the storm drain pipe, inlet boxes, box culvert, CDS system or surrounding area.

Access to the storm drain pipe, inlet box or box culvert may require temporary removal of fence, signs, guardrail, grates or manhole covers. They shall be replaced according to Collier County standards at the completion of the cleaning operation or each day, as appropriate for safety. No undermined areas shall be allowed at in fall or outfall ends of the pipe or box culvert. Any disturbed areas shall be re-sodded after regrading. Needed repairs to the storm drain pipes or box culverts identified during the cleaning operation shall be brought to the attention of the Project Manager. All sediment, silt, and debris removed in the cleaning operations shall be disposed of by the Contractor in areas meeting Federal, State and local rules and regulations. Contaminated soils (sewage, solvents, etc.) or suspected contaminated soils shall be reported to the County Project Manager immediately for investigation. Quotes for repair work may be requested and shall be submitted within five (5) working days.

DE-WATERING: When de-watering is required, the costs will be based on an hourly fee as shown in the Unit Price. Time log of time start and time completed of the de-watering shall be kept and submitted as back-up with the invoicing.

DOCUMENTS AND REPORTS: All video tapes/discs shall be of the two (2) hour DVD/Windows/Word format with each being professionally labeled showing the Collier County's name, the lines recorded on the tape/disc, the date of viewing, and the name of the Contractor.

Detailed one (1) page summaries with a sketch or map drawn to scale shall also be prepared for each storm drain pipe line segment observed during the data review, presenting the Project Manager with a synopsis of the general line segment condition and the relative severity of observed defects. The reports shall also document any cross-connects with sanitary sewer lines and any contaminated soils or hazardous substances encountered. These summaries shall also be included in all field report copies immediately before each associated report to further assist Collier County in understanding and using the results of the viewed project. Direct submittal of copies of the superintendent's logs without his secondary review and summary pages shall not be acceptable. Photographs taken from the video monitor for remote TV observations shall also be presented in the same manner as described in above.

Collier County desires photos of all significant defects observed during remote observation task; however, it is understood that it may not be possible to obtain clear, still photos from the monitor for inspections in large-diameter lines where manual observations are not performed.

Original video tapes/discs for the project shall be forwarded to Collier County with final report submittals and shall become the property of Collier County. Additional copies of the video tapes/discs, if required, shall be made by the Contractor on professional duplication equipment.

Two (2) complete copies of the final project reports shall be submitted to Collier County within forty-five (45) days of completion of all field activities and within the stated time of completion for the project. One (1) of the two (2) copies shall contain the original photos as required above.

An overall summary narrative shall be provided in each County report describing the overall conditions found in each associated storm drain line segment grouping. Detailed summary tables shall also be compiled showing those storm drain lines where major and significant defects were located to assist the Project Manager in subsequent project review.

GENERAL SITE CONDITIONS CARE: Due care shall be taken of all existing landscaping. The Contractor may be required to perform necessary site pruning on any existing plant's foliage which will interfere with the equipment or work area to limit total removal and/or replacement of the landscape material. The Contractor shall be responsible for replacement at the Contractor's costs unless otherwise approved by the Project Manager.

EQUIPMENT SUGGESTED:

The Contractor for this project should make four (4) basic methods of internal storm drain pipe observation available.

1. Conventional color observation cameras specifically designed for use in storm drain pipe line observation work and mounted on conventional skids.
2. Conventional color observation cameras specifically designed for use in storm drain pipe line inspection work mounted on floating skids or rafts.
3. Special industrial grade color observation cameras, contained in waterproof housings and carried manually through the storm drain pipe during observation work.
4. Special industrial grade color observation cameras, contained in waterproof housing, and mounted on floating skids or rafts.

The Contractor may be required to submit sample video recordings from recently completed projects demonstrating the picture quality obtained with each available inspection system for storm drain pipe diameters ranging from twelve inch (12") to seventy-two inch (72"). The intent is to insure that the best possible picture quality is made available to Collier County.

In all cases, the complete video system (cameras, lens, lighting, cables, monitors and recorders) shall be capable of providing a picture quality acceptable to the Project Manager, and if unsatisfactory, the equipment shall be removed and no payment will be made for unsatisfactory product.

As with manual observations, accurate and continuous footage readings shall be superimposed on the video recording for each storm drain line observed by remote methods. Also shown shall be the date of the observation and a three-digit number designation for each manhole or inlet box in the line segment taped.

DAILY LOGS: The Contractor shall complete and submit to the Project Manager on a weekly basis a Daily Log documenting the Contractor's activities at the Project site such as:

- Soil or weather conditions which adversely affect the work;
- Daily job site hours of operation;
- Number of Contractor's and Sub-Contractor's personnel present and working at the project site;
- Equipment on the project site;
- Work description being performed;

- Materials received;
- List of visitors;
- Any problems that might impact either the cost or quality of the work or the time of performance.
- Location of any temporary plugs (inflatable or brick and mortar).

METHOD OF OPERATION FOR VIDEO TAPING: All videotaping observation will be done on clean, dry lines when authorized. The storm drain pipes are to be checked for cleanliness by the Project Manager and the Contractor before the start of videotaping observation procedures.

Dirty lines or structures identified after cleaning by the Contractor determined to be unacceptable by the Project Manager shall be re-cleaned to the satisfaction of the Project Manager, within the time specified at no additional cost to Collier County and re-inspected by the Project Manager and Contractor, before the start of the videotaping observation.

De-watering as required will be done by the Contractor and will be paid in accordance with the contract. Temporary plugs used to block the storm sewer for dewatering purposes must be removed prior to rainfall events at no additional cost to the County. The Contractor will be held accountable for any and all damages due to flooding caused by blocking of the storm drain pipe system if not removed in a timely manor.

The video equipment used for the observation shall be specifically designed and constructed for such task. Lighting for the camera shall be suitable to allow for a clear picture of the entire periphery of the storm drain pipe. The camera shall be operative in one hundred percent (100%) humidity conditions. The cameras, monitors, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Project Manager, and if unsatisfactory, equipment will be removed, with no payment being made for an unsatisfactory product result.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the pipe's condition. In no case should the camera be pulled at a speed greater than thirty feet (30') per minute. Manual winches, power winches, TV cable, and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions shall be used to move the camera through the storm drain. If during the operation the camera will not pass through the entire manhole section or drain pipe segment, the Contractor shall set up the equipment so that the viewing can be performed from the opposite manhole. If the camera fails to pass through the entire manhole section or drain pipe segment a second time, the task shall be considered complete and no additional viewing will be required.

When manually operated winches are being used to pull the camera through the line, telephones or other suitable means of communication shall be set up between the two manholes or inlet boxes of the section being viewed, to insure good communications between members of the crew.

MISCELLANEOUS RESPONSIBILITIES: The Contractor shall make every effort to protect existing facilities. It shall be the Contractor's responsibility to notify in writing the Project Manager of any construction problems or additional project needs. Should additional costs be involved which are not covered within the Contract Unit Costs, a Unit Cost shall be agreed upon, a Modification to the Purchase Order completed by the Contractor and Project Manager prior to performing additional services.

The Contractor shall communicate frequently with the Project Manager and provide a working schedule after the Notice To Proceed (NTP) has been issued. The written schedule is required to be kept current with the progress of the work. Should the schedule be changed, it shall be immediately up-dated.

The Contractor shall provide all materials, labor, equipment, mobilization/ demobilization, any other necessary effort, element and/or component(s) needed to complete the work in its entirety per plans and/or as instructed by the Project Manager and at the Unit Pricing submitted.

PLUG INSTALLATION AND REMOVAL: When a plug is required the costs shall include a weekly rental, all materials and labor to install and remove the plug for the various pipe sizes.

PRECONSTRUCTION VIDEO: When work is authorized, it is recommended that the Contractor's provide a preconstruction video tape in DVD format documenting the condition of the Project area prior to commencement of any work. This video tape should capture pre-project conditions of all private property adjacent to the proposed project area and public property in the r/w with the intent to document all existing conditions for use in resolving any post-project private or public property alleged damage claims. The video is to be submitted to the Project Manager prior to construction commencement for the Project file at no additional costs.

PROJECT SCHEDULE AND TIME PERIOD: After issuance of the "Notice to Proceed", the Contractor shall prepare and submit to the Project Manager the Project's schedule. If required, the schedule of the work's progress shall be frequently updated and provided to the Project Manager. Micro Soft Project Format is recommended.

The Project shall commence upon receipt of a "Notice to Proceed" letter from the Project Manager and will remain in effect until Final Completion and submission of all the Project closeout documents. Notification of Substantial Completion, Final Completion, and any Claims shall be done in written letter format. Electronic transmission via E-mail is not an acceptable notification form.

Should the Contractor see that additional days will be required a Time Extension Letter will be prepared by the Project Manager or a Modification to the Purchase Order shall be approved.

OBSERVATION RECORDS: Printed records of the locations shall be kept by the Contractor. The records must clearly indicate the culvert size, length of the segment, sump depth within the inlet box, storm drain pipe inverts at each end, and type of storm drain, unusual conditions such as the encroachment of roots, bad or failed storm drain joint connections, broken drain pipe, and other discernable features will be recorded, and a copy of such records will be supplied to the Project Manager.

PROJECT SITE LOCATION: The Contractor will be provided by the Project Manager approved location/segment plans. Both will meet at the site prior to work authorization to review the existing conditions and verify what work is to be accomplished.

REPAIRS OF STORM DRAINS PIPES: Repairs of storm drain pipes will typically be performed by Collier County.

RESPONSE TIMES: On a twenty-four (24) hour basis, the Contractor may be required to travel to the site immediately to meet with the Project Manager, law enforcement or emergency personnel to resolve an emergency. The Contractor shall respond to a telephone, beeper, or radio call within one (1) hour. There shall be no additional charge for these responses. If awarded vendor cannot perform these services, it may be cause for termination. **Awarded vendor must have staffed office ready to respond within one hundred (100) miles of Naples, Florida.**

SANITARY FACILITIES: If the duration of the work is estimated to extend beyond five (5) days, the Contractor shall provide and have serviced portable toilet(s) within the work site area limits as approved by the Project Manager. Each toilet shall be located no further apart within the work area than one-quarter (1/4) mile.

SEDIMENT STORAGE & TESTING: Sediment removed from the storm drain pipe system may be taken to a Collier County specified facility for storage and drying. Permanent disposal or reuse of the storm drain sediments will be determined by Collier County. Sediment sampling and soil testing may be required for FDEP Priority Pollutants if requested by Collier County to determine whether the sediments can be reused on other County projects or should be disposed in the appropriate landfill. There shall be no additional costs for this testing.

SITE MAINTENANCE: The work site areas shall be kept clean and neatly maintained during the progression of the work. Any debris on the roadway shall be swept daily or as directed by the Project Manager. The disposal of all debris and project litter must be at a proper landfill or disposal site. All disposal fees, tipping or charges are to be included in the Bid Schedule Unit Price. Upon completion, leftover materials are to be collected, hauled away, and disposed of by the Contractor leaving the work site in a restored order.

SITE PROTECTION: Improved landscape areas containing landscaping, irrigation systems and mailboxes shall be noted and maintained wherever possible. If removed or destroyed during the accomplishment of the work, the Contractor shall replace or restore to the original condition or better as part of Project completion. The cost of these items shall be considered incidental to the Project unless discussed and addressed with the Project Manager prior to Project commencement. The Contractor shall make every effort to preserve stakes/laths, monuments, bench marks, and other control points. A Florida Registered P.S.M. is responsible for the replacement of any & all survey control or boundary corners damaged or destroyed during construction at the Contractor's expense.

STORM DRAIN PIPE SIZES: Indicated in Bid Schedule are expected storm drain pipe sizes and are for the purpose of Bid Unit Price submission. Collier County reserves the right to adjust/utilize such sizing as may be required for the various anticipated sites during this Contract.

UTILITY CONFLICTS: Utility locates may be conducted prior to commencement of work. Soft digging, pot holing and/or any commonly approved method at the Contractor's discretion may be used to locate existing utilities. In the event that utility conflict(s) arise, the Contractor will be principally responsible for coordinating with the pertinent utility company/companies in order to resolve such conflict(s). Any and all costs associated with utility conflict(s) would be incidental and should be included in the pricing provided in the Bid Response Form. The Project Manager may make exceptions pending justifications by the Contractor.

VIDEO TAPE RECORDINGS: Video tape recordings will be selective and therefore not all storm drain pipe segments will be required to be videotaped. When authorized, the purpose of tape recording shall be to supply a visual and audio record of the storm drains problem area segment(s). Videotaped recording playbacks shall be in the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Title to the tape shall become the property of Collier County. The Contractor shall have all video tapes for each storm drain segment accessible for review by the Project Manager.

The cleaned storm drain pipes will be videotaped in DVD format to document and enable evaluation of the existing storm drain conditions. Two (2) copies of the video tape along with written observation reports will be provided to the County. If pipe damage is significant, the pipe cleaning will have to be terminated at the heavily damaged area to avoid causing further damage by additional soil settlement into the storm drain system.

WATER SUPPLY: The Contractor shall supply his own water for cleaning/flushing of the storm drain pipe and or box culvert. It may be necessary to have an account with the Collier County Public Utilities Division for a temporary 2" water meter with an approved and inspected RPZ device as a source for the storm drain pipe cleaning process.

PAYMENT: Payment shall be for the Unit Cost linear feet of storm drain pipe cleaned, observed and accepted for the various storm drain pipe sizes. Payment shall be for the Unit Cost for box culverts and/or CDS system(s) will be for Cubic Foot of material removed. Payment shall be for full compensation for services furnishing:

- Equipment
- Tools
- Labor

- Mobilization/demobilization
- Dewatering
- Plug installation and removal
- Cleaning/flushing
- Videotaping
- Photos
- On-site material transport & disposal
- Maintenance of traffic erosion
- Clean-up
- Disposal/tipping fee charges
- Water pollution control
- Water meter and water supply shall be included in the Unit Pricing
- And all other incidentals necessary for satisfactory performance of the work including the cost of temporary removal and subsequent replacement of fence, signs, guardrail, grates or manhole covers and removal of inlet lids/grates and the cleaning of the inlet boxes.

Unless otherwise noted, these above services are considered incidental to the contract and shall not be paid separately, but shall be included in the Contract Unit Price per linear feet of storm drain pipe and/or box culverts observed and accepted. The Contractor will accept the compensation as provided in this Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Purchase Order also for:

- All loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance;
- All other costs incurred under the provisions of Division I of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 2000 Edition or latest revision thereof.



Email: BrendaBrilhart@colliergov.net
Telephone: (239) 252-8446
FAX: (239) 252-6697

ADDENDUM #1

Memorandum

Date: October 7, 2010
From: Brenda Brillhart, Purchasing Agent
To: Interested Bidders
Subject: Addendum # 1
ITB 10-5507 – Storm Drain Cleaning, Documenting & Repairs

The following clarifications are issued as an addendum identifying the following change for the referenced solicitation:

ADD: *The following definitions:*

Cleaning refers to the removal of enough material to ensure that at least ninety-five (95%) of the pipe capacity is restored.

Light Cleaning refers to the removal of $\frac{1}{4}$ diameter or less of sediment or debris from a section of the pipe. This item will be billed, at a minimum in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Medium Cleaning refers to the removal of between $\frac{1}{4}$ to $\frac{1}{2}$ diameter of sediment or debris from a section of pipe. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Heavy Cleaning is defined as the removal of greater than $\frac{1}{2}$ diameter of sediment or debris from a section of pipe. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification

that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Specialty Cleaning, such as the removal of masonry plugs, calcite/concrete deposits, roots or the use of special equipment such as bucket machines will be priced in addition to Light, Medium or Heavy Cleaning as described above. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning.

Specialty Cleaning will only be charged for the footage for which the service was required and for which written approval was authorized by the Project Manager. The contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

If you require additional information please post a question on the Online Bidding site or contact me using the above contact information.

c: Alexander Blanco, Project Manager

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature)

Date

(Name of Firm)