

MANATEE COUNTY GOVERNMENT
REQUEST FOR PROPOSAL (RFP) #15-0909JE
PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, pursuant to F.S. 287.055, for Professional Transportation Engineering Services at various locations within Manatee County.

DEADLINE FOR CLARIFICATION REQUESTS: May 15, 2015 at 5:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals will be received until May 29, 2015 at 2:00 P.M. at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important Note: **A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
Jacob Erickson, Contracts Negotiator
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Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: DWW

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

DEADLINE FOR CLARIFICATION REQUESTS: May 15, 2015 at 5:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

Manatee County requires a total of seven copies of your proposal to be submitted in one sealed package. The contents of your sealed package shall include: **One signed Original (marked Original) and Five (5) Copies (each marked Copy) and One (1) Electronic copy.** The electronic copy shall be in a pdf format and submitted on a CD or USB flash drive which is non-returnable. *All seven copies of your proposal shall be identical.*

The entire proposal package shall be submitted in one sealed package addressed from your company (name and address) and clearly marked on the outside "**Sealed Proposal #15-0909JE Transportation Engineering Services**" and addressed to:

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

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.13 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code Chapter 2-26.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this

Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

A.15 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

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

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes

reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment "C" and submit with your proposal.**

A.17 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.19 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

SECTION B: SCOPE OF SERVICES **TRANSPORTATION ENGINEERING**

B.01 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified individuals, corporations, partnerships and other legal entities for selection of an engineering firm to provide Professional Services for Transportation Engineering on an as required County-Wide basis. The County anticipates multiple awards to the RFP.

B.02 REQUIREMENTS

The Consultant shall perform, on an as required basis, all of the services necessary for projects that require engineering services for design and specification, services during bidding, services during construction, record drawings, and permits for construction of various transportation projects incorporated into the Manatee County Capital Improvement Plan (CIP). It is projected that work will include a variety of tasks, special projects and feasibility studies associated with transportation services. Engineering service specialties shall include but are not limited to civil, structural, electrical / instrumentation, environmental and industrial. Other service specialties shall include but are not limited to biological and ecological evaluations, geological and hydrogeological investigations, mapping and surveying, landscape architecture and property acquisition.

As projects are identified, the County will issue Work Assignments to the Consultant(s) to perform the requested services in accordance with the terms and conditions of a negotiated consulting agreement, to be awarded pursuant to this RFP. Projects may be assigned individually or in groups.

B.03 SERVICES TO BE PROVIDED BY CONSULTANT

3.1 ENGINEERING SERVICES:

The Consultant shall:

1. Provide engineering services that include, but are not limited to:
 - A. Civil
 - B. Environmental
 - C. Industrial
 - D. Electrical/Instrumentation
 - E. Hydrogeological
 - F. Structural
 - G. Value Engineering

- H. Biological
 - I. Land Acquisition Services
 - J. Report Preparation
2. Provide other professional services, as required that include, but are not limited to:
- A. Landscape Architecture
 - B. Surveying and Mapping
 - C. Geographic Information Systems
 - D. Quality Control
 - E. Ecological Assessments
 - F. Permitting
 - G. CADD Services
 - H. Environmental monitoring of permit requirements
 - I. Grant/loan/other intergovernmental funding assistance
3. Provide other engineering consulting services as may be required to support County Projects:
- A. Consultation, Investigations and Reports
 - B. Design Services
 - C. Construction Services
 - D. Additional Services
4. Specific tasks related to the aforementioned general work classifications:
- A. Preliminary and Feasibility Investigations, Cost Studies and Economic Comparisons.
 - B. Environmental, Social and Alternate Transportation System Studies.
 - C. Biological Consultations, Bio-Assays, Ecological Impact Evaluations, and Related Environmental Services.
 - D. Project Development and Environmental (PD&E) Studies.
 - E. Public Involvement Programs.

- F. Highway Design - Roadway (Includes Drainage Design).
- G. Highway - Bridges.
- H. Bridge Inspection.
- I. Traffic Engineering and Design.
 - i. Intelligent Transportation Systems (ITS)
 - 1. (See Attachment A for Detailed Scope of Services)
 - ii. Traffic Operations Design
 - iii. Highway Lighting Design
 - iv. Traffic Engineering Studies
- J. Plans Review, Constructability Review, QA/QC.
- K. Design Surveys
- L. Soil Exploration, Material Testing and Foundation.
- M. Construction Engineering Inspection.
 - i. (See Attachment B for Detailed Scope of Services)
- N. Engineering Contract Administration and Management.
- O. Right-of-Way Surveying and Mapping.
- P. Land Acquisition/Land Acquisition Services.
- Q. Transportation Planning.
- R. Landscape Architecture.
- S. Utility Design.
- T. Aerial Photography and Mapping.
- U. Stormwater Engineering Services
 - i. (See Attachment C for Detailed Scope of Services)

3.2 BASIC ENGINEERING SERVICES PHASES

Basic engineering services on projects, where both design and representation of the County during construction are required, are accomplished in distinct and sequential phases, as follows:

1. Conceptual Phase (Studies and Reports)

Ten (10) copies of the Design Memorandum (or) report together with necessary single line diagrams, sketches and other descriptive information.

Prior to commencement of the Preliminary Design Phase for a project, the Consultant may be required to submit to the County for approval, a Design Memorandum (or Report) which shall include, but not limited to, the following information:

- A. Recommendations regarding the advisability of undertaking the project
- B. Design parameters and criteria
- C. Engineering constraints and limitations
- D. Traffic studies
- E. Highway Lighting Plan
- F. ITS Design Plans
- G. Soil exploration, material testing and foundation evaluations
- H. Alternatives evaluation (concept design)
- I. Bridge inspection
- J. Stormwater modeling/conceptual drainage design
- K. Pre-application meetings with regulatory agencies
- L. Investigations and analyses of probable construction, right-of-way and engineering costs
- M. Projected scheduling
- N. Evaluation of utility impacts
- O. Funding sources and applications for revenues to funding agencies
- P. Project selection studies
- Q. CADD support services

- R. Assist the County in the preparation of proceedings and conducting public workshops and hearings
- S. Based on the needs of a particular project, the Consultant shall serve as the County's professional Engineering representative for projects designed under this Scope of Services.

2. Preliminary Design Phase (0-30% Complete)

Based on the approved Design Memorandum (or Report), Consultant shall establish the general size and scope of the project, and its location on the site. The Preliminary Design Services may include, but not be limited to, the following tasks:

- A. Design Survey, right-of-way surveys, easements
- B. Soil exploration, material testing and foundation evaluations
- C. Aerial Photography and Mapping
- D. Coordination with utility companies
- E. Definition of utility locations
- F. Possible environmental impacts and mitigation alternatives
- G. Coordination with the approving and regulatory agencies
- H. Preliminary cross sections
- I. Evaluate maintenance of traffic requirements
- J. Preliminary designs for bridges and potential conflicts
- K. "Best Management Practices" alternatives evaluation
- L. Preparation of technical specifications
- M. Preliminary designs for special crossings and identity of potential conflicts
- N. Preparation of plan and profile sheets
- O. Definition of existing right-of-way and easements
- P. Acquisition of right-of-way and easements
- Q. Public education and information programs
- R. Landscape architecture concept plans

- S. Highway Lighting Plans
- T. ITS Design Plans
- U. Pavement design
- V. Design criteria
- W. Typical section(s)

Deliverables:

- Four (4) sets of preliminary plans and details
- Two (2) copies of the geotechnical report
- Two (2) copies of the design calculations
- Two (2) copies of correspondence with regulatory agencies
- Two (2) copies of correspondence with power company
- Two (2) copies of correspondence with utility companies
- Two (2) copies of environmental monitoring plan proposals

3. Intermediate Design Phase (30-75% Complete)

Following County review and concurrence of Preliminary Design Phase deliverables, the Consultant shall, based on input from the County and regulatory agencies, continue preparation of the bid plans, technical specifications and estimates for bidding and construction.

The Consultant shall include in the bid documents, the measurement and payment section and schedule of bid items specifically for the project, including an opinion of probable costs. All right-of-way and easement requirements shall be finalized.

Design services shall include, but not be limited to, the following tasks:

- A. Completed drainage design, including stormwater collection, conveyance, retention, detention, treatment and outfall facilities design
- B. Drainage map
- C. Permit applications, as required
- D. Completed mitigation plan
- E. Completed roadway design including typical section sheets, alignment sheets, plan/profile sheets and cross sections
- F. Preliminary technical specifications
- G. Completed right-of-way and easement mapping
- H. Preliminary utility relocation plan

- I. Preliminary maintenance of traffic, traffic control plans and construction phasing plans
- J. Preliminary signing and pavement marking sheets
- K. Preliminary signalization
- L. Preliminary highway lighting plans
- M. Preliminary ITS design plans
- N. Conduct public workshops or hearings
- O. Preliminary bridge plans
- P. Preliminary landscape architecture plans
- Q. Acquisition of right-of-way and easements

Deliverables:

- Four (4) sets of intermediate design phase plans and details
- Four (4) copies of draft technical specifications
- Four (4) copies of probable construction costs
- Four (4) copies of permit applications
- Two (2) copies of correspondence with regulatory agencies
- Two (2) copies of correspondence with power company
- Two (2) copies of correspondence with utility companies
- Two (2) copies of any pertinent reports prepared in this phase

4. Final Design Phase (75-100% Complete)

Following review of 75% deliverables, the Consultant shall finalize the bid documents (plans, technical specifications, estimate and front-end documents) for bidding and construction based on input from County and regulatory agencies. Permit applications and supporting documentation shall be prepared and submitted prior to the 100% completion stage. The Consultant shall finalize the coordination efforts with the utility companies and regulatory agencies in this phase.

The Consultant shall complete the measurement and payment section and schedule of bid items specifically for the project, and update and revise the probable construction cost estimate. All construction details, bridges and other construction requirements shall be finalized and readied to let for construction bidding by the County.

The final design phase shall include, but not be limited to, the following tasks:

- A. Final roadway and bridge plans
- B. Final drainage design and plans
- C. Final utility relocation plans
- D. Final construction phasing and traffic control plans
- E. Final signing and pavement marking plans
- F. Final signalization plans
- G. Final highway lighting plans
- H. Final ITS design plans
- I. Final landscape/irrigation plans
- J. Final technical specifications
- K. Field utility requirements
- L. Field testing requirements
- M. Bid assistance
- N. Final set of bid documents

Deliverables

- All required regulatory permits.
- Seven (7) sets of final plans including bridges
- Seven (7) copies of final technical specifications and front end documents.
- Two (2) copies of the geotechnical report.
- Two (2) copies of the final design calculations.
- Two (2) copies of correspondence with regulatory agencies.
- Two (2) copies of correspondence with the power company.
- Two (2) copies of correspondence with utility companies.
- Two (2) copies of mitigation maintenance plans and requirements.
- Two (2) copies of environmental monitoring plans with quality centered/quality assurance procedures.
- Two (2) copies of the updated and revised probable construction cost estimate.
- Clear title to any and all land acquired by the Consultant.

5. Bidding Phase:

The Consultant shall provide the following services during the bidding phase:

- A. Participate in pre-bid conferences and assist in the preparation of addenda as necessary
- B. Assist in securing bids, tabulation and analyses of bid results, and furnishing recommendations on the award of construction contracts.

6. Construction Phase:

The Consultant shall provide the following services during construction:

- C. Participate in pre-construction conferences after award of construction contracts.
- D. Check detailed construction drawings and shop drawings submitted by the Contractor or Contractors for compliance with design concepts and approve if in conformance with the design of the project and information provided in the technical specifications.
- E. Review maintenance and operating instructions, schedules, guarantees and certificates of inspection provided by the Contractor as required by the contract documents. Provide a copy of all approved submittals to the County.
- F. Provide the County or notification of defects or deficiencies of work by the contractor which does not conform to the contract documents.
- G. Prepare a written notice describing any apparent non-conforming permanent work, make recommendations to the County, and request the Contractor to carry out the acceptable corrective measures, if authorized to do so by the County.
- H. Issue instructions from the County to the contractor, announcing necessary interpretations and clarifications of contract documents. Review requirements by contractor or County and prepare required change orders.
- I. Make a final inspection and report on completion of the project, including recommendations concerning final payments to contractors and release of retained percentages, if any. Prepare certification of construction completion for County acceptance.
- J. Should the County require more extensive representation at the project site during constructing, the Consultant may be required to furnish resident project services. Project representation may require one or more full-time or part-time project representatives, depending upon the requirements of the project. The extent of resident project services will be clearly defined in the engineering Work Assignment.

- K. The project representative shall observe the work of the contractor, prepare daily observation reports, identify the location of work installed that significantly differ from the location shown on the plans, communicate with the Consultant, Contractor and the County staff and shall work under the direction of the Consultant's construction engineer.
 - L. Review the contractors' applications for progress payments and recommend issuance of such payments by the County. Such recommendations of payment will constitute a representation to the County that work has progressed to the point indicated and that, to the best knowledge, information and belief of the Consultant, the quality of the work is in substantial accordance with the contract documents.
 - M. Respond to project representative complaints and maintain a record of complaints and action taken. Coordinate with County personnel, as required.
 - N. Prepare and furnish to the County a final set of reproducible certified record drawings from data provided by the contract and the project representative. Any and all information gathered by the Consultant shall be field verified and a set of certified record drawings shall be submitted to the County. The Consultant shall be responsible for supplying the County certified record drawings to all state agencies.
 - O. In coordination with the County, provide contractor with interpretations and clarifications of the contract documents, as required.
7. Additional Services:
- a. Conduct frequent project site visits and prepare punch list of items to be corrected or completed at substantial and final completion stages of the work.
 - b. Conduct project site visit 45 to 60 days prior to the end of the one year warranty period and prepare a punch list of items under warranty provided by the construction contract to be corrected by the warranty expiration date.
 - c. Prepare special change orders requested by the County.
 - d. Provide engineering services to County in cases of acts or omissions of contractor or any other persons at the project site or otherwise performing any of the work of the project.
 - e. Provide engineering services in situations where construction means, methods, techniques, sequences or procedures selected by the contractor are remiss, or for any safety precautions and programs incidental to the work of contractors or for any failure of the contractor to comply with any laws, ordinances, rules or regulations applicable to the construction work or for any failure of the contractor to perform the construction work in accordance with the contract documents.

- f. Provide professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the construction contract.
 - g. Provide additional services as required, after the termination of the construction phase.
 - h. Provide additional services in connection with the project not otherwise provided in the resulting agreement.
 - i. Serve as expert witness for County in any litigation or other proceeding involving the project.
 - j. Review and recommend approval of contractor's maintenance of traffic plans.
 - k. Assume responsibility for the adequacy of design prepared by others under contract to the Consultant.
 - l. The Consultant may be required to provide additional services in connection with the project not otherwise provided in the resulting agreement. Following are some additional services that may be required of the Consultant:
 - a. Serve as expert witness for the County in any litigation or other proceeding involving the project.
 - b. Prepare applications and supporting documents for government grants, or for other related services resulting from requirements of governmental agencies exercising administrative jurisdiction over the project as a result of fiscal participation.
 - c. Assist the County in the preparation of documents which may be required for approval by governmental authorities who have jurisdiction over design criteria applicable to the project.
8. All work performed under this Request for Proposal shall comply with the Architectural / Engineering Guidelines (Attachment D).

END SECTION B

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.03**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D: Selection.

C.01 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment C).

C.02 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED

To qualify for any consideration, the Proposer(s) must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services required in this RFP, which includes at a minimum, registration as a Professional Engineer authorized to conduct business in the state of Florida.

Proposals may be presented by a single business entity, a joint venture, or partnership.

Prior to any consideration of the responses to the criteria in this Request for Proposal, Proposers are to document in their Proposals they have the following experience:

MINIMUM EXPERIENCE TO BE CONSIDERED

Proposers shall have substantial, current and verifiable experience in performing or overseeing the performance of the services described within the scope of services set forth herein including experience in the inspection of Bridge Structures in accordance with the National Bridge Inspection Standard. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications for those areas the entity intends to perform.

If subconsultants are to be used in your proposal given to meet the minimum qualifications detail the business entities, description of the service provided, and responses in the same level of detail and tabbed order as instructed in this Request for Proposal for the Proposer.

To validate experience, expertise and capabilities, Proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

MINIMUM EXPERIENCE TO BE CONSIDERED (Continued)

- a. Name and location of the Client and the project, the year of performance and the date the project was fully operational and accepted. The specific details of the project including the components and subconsultants utilized.

Specify the name, title and telephone number for the Clients contract manager for the project;

- b. Names of your firm's staff and their direct involvement in the project;
- c. Names and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and
- d. Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered by the evaluation committee.

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)

Note: Tabs are required to identify each item defined in this Section.

- C.03.1 Provide a description of each Proposers' **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service enumerated in this Request for Proposal.
- C.03.2 **Location:** Identify the office location responsible for this proposed project and the office location of the staff that will be assigned to this proposed project if different.
- C.03.3 **Ability of the Professional Personnel:** Identify the qualifications and experience of the principal(s) of the firm, its key personnel and sub-consultants who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name
- Title
- Professional credentials
- Area of expertise, individual's roles and duties in providing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel.

- C.03.4 **Recent, Current, and Projected Workload:** List all projects handled by your firm during the past three (3) years and identify the volume of work previously awarded by Manatee County.
- C.03.5 **Past Performance:** Provide **relevant** past project experience of the Proposer and sub-consultants with projects that indicate proficiency in similar work.
- C.03.6 **Project Approach:** Provide a narrative describing your understanding of the scope of services and your approach in the performance of the services outlined in this RFP.
- C.03.7 **Federally-Funded / Federal-Aid Projects:** State the firm's understanding and experience relating to federally funded / federal-aid projects. The Professional Engineering Services to be provided under this procurement relates to Transportation Engineering, Construction Engineering Inspection (CEI), Stormwater Engineering and ITS Construction Projects of all types, including those subject to the requirements of Federal Aid for Highways. The work to be provided by the selected Professional / Consultant(s) includes services with required elements of federal-aid projects.
- C.03.8 Disclose **any ownership interest in other entities** involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- C.03.9 Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.
- C.03.10 **Local Office.** Gaining maximum economic impact is paramount. Proposer(s) should therefore describe whether the managing office will be located within the County, explain the direct economic benefit to Manatee County to be realized by selecting Proposer(s), and detail what plans and policies will be adopted to help ensure County citizens receive preferential consideration for employment, and vendors located within the County will be used as suppliers of goods and services needed to perform the scope of services.
- C.03.11 **Certified Minority Business Enterprise:** State if your firm is a certified Minority Business Enterprise and, if so, provide a copy of that certification.
- C.03.12 **Provide authorization for a Manatee County auditor and/or financial analysts to have access to your financial records at the primary location of the business entity** explained in response to item C.03.6, or such other location as may be agreed, for the purposes of verifying your financial representations,

review and assessment of the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations to the County as proposed in this proposal to Manatee County. The County's audit and /or financial analyst agents will report their findings in a summary report to the Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.

END SECTION C

SECTION D: SELECTION

D.01 EVALUATION FACTORS

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied will be: (1) the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner possible, (2) the legal, technical and financial capabilities of Proposer(s), and (3) the experience of Proposer(s).

These evaluation factors shall determine the successful proposal.

D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

D.03 PRELIMINARY RANKING

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

D.04 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

D.05 SELECTION FOR NEGOTIATION

The evaluation committee will make a recommendation to the County Administrator as to the proposer which the County should enter into negotiations. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer will be invited to enter negotiations led by the Purchasing Division.

D.06 AWARD

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Purchasing Code and Procurement Procedures).

END SECTION D

SECTION E: NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- d. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

E.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

END SECTION E

ATTACHMENT A
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)
SCOPE OF SERVICES

SCOPE OF SERVICES

Manatee County Public Works Department (“County”) seeks Consultant services to provide a range of study, planning, design, integration, diagnostic, operations, management, review, evaluation, and engineering services, including technical and administrative tasks for Intelligent Transportation System (ITS) projects for the County. Services are expected in all areas of ITS, including, but not limited to: ITS planning, ITS architecture, ITS design, ITS integration, ITS diagnostics, and ITS operations.

The Consultant shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Scope of Services to County standards and procedures. The Consultant shall minimize, to the maximum extent possible, the County’s need to apply its own resources to assignments authorized by the County.

The County shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this scope will be assigned during the term of this resulting agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

The Consultant will be primarily tasked with providing support for the County through work assignments issued by the County on an as-required basis.

The Consultant is to provide the County with professional services for conducting all work related to the County ITS Program. The analysis and conceptual recommendations produced by the Consultant will provide valuable input into the development of ITS projects to be included in the County’s Capital Improvement Program.

The Consultant shall demonstrate good project management practices while working on this project. These include communication with the County and others as necessary, management of time and resources, and documentation of work efforts. The Consultant shall set up and maintain a contract file in accordance with County procedures throughout the length of the contract. It shall be the Consultant’s responsibility to utilize engineering judgment, best practices, and County principles during the execution of the work commissioned under this contract.

The County will provide contract administration, management services, and technical reviews of all work associated with Work Assignments, as assigned. The County will provide job-specific information and/or functions as outlined in the Work Assignment.

The below list of tasks provides a brief description of the services required. There may be other services required of the Consultant to complete task assignments. In those situations, the Consultant shall demonstrate, to the County’s satisfaction, the qualifications to perform the specified services using its own forces, a previously designated sub-consultant already under contract, or obtaining the services of a new sub-consultant who is pre-qualified with the County. Each service listed may be modified as the individual tasks are assigned. The Consultant may be required to provide any one or more of the following engineering services or elements described

herein, as required by the County, and as applicable for a particular Work Assignment, including but not limited to:

ITS PLANNING, RESEARCH AND STUDY SUPPORT SERVICES

- A. Prepare ITS conceptual deployment studies to guide development of projects, which may include, but not be limited to the following services:
 - i. Coordinate with FDOT, MPOs and local units of government as directed regarding projects and interrelated ITS work; and
 - ii. Develop ITS Conceptual Designs for projects.
- B. Provide signalization warrant / justification reports, traffic counts with turning movements and pedestrian activity, and other traffic studies as required by the County.
- C. Provide assistance with developing and maintaining an ITS Strategic Plan for the County that is in conformance and is compatible with Statewide ITS Architecture (SITSA) and Regional ITS Architecture (RITSA).

ITS PROJECT MANAGEMENT SUPPORT SERVICES

- A. Provide individuals to perform project management services including planning, scheduling, directing and controlling project activities from concept development through the completion of the installation of a project.
- B. Prepare Memorandum(s) of Understanding (MOUs) for ITS Projects that require agreements with other agencies.
- C. Develop Scopes of Service for ITS projects within the County.
- D. Advise and consult with the County and provide expert ITS advice on ITS related issues.
- E. Prepare agendas, meeting minutes, and action item lists for ITS project meetings.
- F. Meet with the County to discuss any Work Assignments issued to confirm that both the County and the Consultant are in agreement on the type of work and the level of involvement required

ITS DESIGN SUPPORT SERVICES

- A. Design and prepare plans for any ITS project. Prepare Special Provisions required for the construction of ITS projects. Prepare a complete specifications package for ITS projects, including applicable Technical Special Provisions and/or Modified Special Provisions (based on FDOT procedures) for all items and areas of work. This includes approval by the

County. Prepare Technical Special Provisions for ITS equipment within ITS projects and/or roadway projects being designed that modify or extend the limits of existing ITS infrastructure through new construction projects.

- B. Design of ITS devices and/or infrastructure that are included as part of roadway projects. This includes services related to the design of support structures for the ITS devices.
- C. Research and provide Right of Way (ROW) information that may be incorporated into the base plan preparation for ITS projects.
- D. Prepare permit application(s) as required for submittal to other agencies by the County including forms and sketches. Provide assistance, reviews, comments, or other work as necessary to coordinate permitting for ITS projects.
- E. Provide assistance with Construction, Engineering, and Inspection (CEI) for ITS projects. Services may include, but are not limited to:
 - i. Plans Update;
 - ii. Engineering Assistance;
 - iii. Review of Shop Drawings, Submittal Data and RFIs;
 - iv. Inspection Services;
 - v. Review of Test Procedures;
 - vi. Review of Field and Central Testing; and
 - vii. Documenting Acceptance Testing Results and Configuration of all Devices, Equipment, and Hardware Installed by Contractors.

ITS INTEGRATION, OPERATIONS and MAINTENANCE SUPPORT SERVICES

- A. Provide signalization timing analysis and the development of signal timings for coordinated systems, including implementing and fine tuning the traffic patterns in the field. This may also require the development and implementation of County approved clearance intervals and pedestrian timings.
- B. Develop Concept of Operations (CONOPS) Plans and Systems Engineering Management Plans (SEMP) pursuant to the FHWA and FDOT requirements for ITS Projects within the County.
- C. Provide ITS training to County staff or others as determined by the County.
- D. Develop bid documents to procure contract services for operating the ITS within the County.
- E. Assist in establishing maintenance procedures for the various ITS to be deployed within the County.

- F. Develop bid documents to procure contract services to maintain the ITS deployed by the County and to maintain the supporting communications networks necessary to control these deployed systems.
- G. Provide installation, configuration, system integration, inspection, maintenance, repair, and/or replacement of devices and equipment (hardware and software) utilized in any of the County's ITS deployments. This work will include, but not be limited to, integration of computers, servers, software, Ethernet devices, various communication devices, dynamic message signs (DMS), closed-circuit television (CCTV) cameras, detectors, and signal controllers.

ITS COMMUNICATION and NETWORK SUPPORT SERVICES

- A. Develop or review ITS project requirements and hardware configuration analyses, including system architecture, interfaces, communications, equipment, devices, and computers to assure consistency and compatibility with existing and proposed equipment within the Sarasota – Manatee Regional Transportation Management Center (RTMC).
- B. Review and/or develop acceptance testing procedures, and perform and/or observe testing of all types of ITS devices throughout all phases of ITS projects or the applicable phases of roadway construction projects.
- C. Provide assistance and support for County staff in the procurement and management of ITS equipment and devices, including software.
- D. Conduct system diagnostics and testing of ITS devices and communications equipment and document the results.
- E. Provide software support and/or maintenance including the development of web sites and/or customized ITS software needed for ITS applications
- F. Assist in managing the County's ITS infrastructure and IP addresses. The Consultant may be required to input and maintain these records within the database system.

ATTACHMENT B
CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES

SCOPE OF SERVICES

This section describes the various work items that may be required of the Consultant as it related to construction engineering inspection (CEI) for transportation, stormwater and ITS construction projects of all types, including those subject to the requirements of Federal Aid for Highways.

- 1.1 The Consultant shall be responsible for obtaining all manuals, guides, standards and procedures required to complete the work. The most recent editions of any publications shall be used.
- 1.2 The work to be provided by the selected Consultant(s) includes not only the traditional CEI services associated with projects but also those required elements of federal-aid projects. The following list of duties for the selected CEI Consultant(s) is descriptive but not exhaustive:
 - A. Monitor erosion control
 - B. Inspect construction
 - C. Observe and inspect the repair of traffic control devises, including signs and signals
 - D. Monitor maintenance of traffic operations
 - E. Control and coordinate geotechnical testing of material and construction quality (This duty assumes that the selected Professional / Consultant manages the work of a separate geotechnical firm conducting geotechnical testing of material and construction quality)
 - F. Document and report the project
 - G. Attend project meetings, meetings with permitting and oversight agencies
 - H. Provide quantity tracking and documentation for the purpose of verifying pay applications. Supporting documentation is to be maintained by the Consultant and turned over to the County at project closeout for any necessary record retention
 - I. Monitor contractor safety programs
 - J. Advise the County of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor or contract documents and any corrective action to be taken. On the basis of on-site observations, the Consultant shall endeavor to guard the County against defects and deficiencies in the work. The Consultant does not have control over nor

charge of and should not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. The Consultant shall not have control over or charge any acts of omissions of the Contractor, subcontractors, or their agents or employees, or any other persons performing portions of the construction.

- K. During construction, the Consultant may be requested by the County to review Contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
- L. Consultant shall assist the County with the interpretation of the plans, specification and contract provisions and shall consult with the County when an interpretation involves complex issues or may impact the cost and duration of performing work.
- M. Prior to any modifications to the construction plans or specifications. Consultant shall assist the County with analyzing proposed changes to the plans, specifications or contract.
- N. Consultant shall assist the County with monitoring the project to the extent necessary to determine whether construction activities violate the requirements of the permits and if so determined, notify the Contractor of any violations or potential violations and require him to immediately resolve the problem. The County is to be notified of all violations, prior to Contractor being notified.
- O. The Consultant shall request, receive, review, reject and/or approve shop drawings, product data and test results to be submitted by the Contractor for all pertinent items needed in construction. Consultant shall review the submittals to determine satisfactory compliance with the project plans and specifications, noting his approval or stipulations. Consultant shall determine the acceptability, subject to County approval, of substitute materials and equipment proposed by the Contractor and receive and review (for general content as required by the specifications) maintenance operating instructions, schedules, guarantees and certificates of inspection, which are to be assembled by the Contractor in accordance with the Contract.
- P. Ensure compliance with all federal-aid contract requirements (e.g., EEO, DBE, and Davis-Bacon wage rates).
- Q. Timely provide all required records, reports, certifications, and other information or documentation for federal reporting compliance by the County and the contractors and Consultants it employees for the work.

- R. Conduct necessary interviews, reports, certifications, reviews, inspections, and other activities required for compliance with all remaining federal obligations of the County.
- S. Create, manage, and report all noncompliance information processes required by the FDOT LAP, FHWA Federal Aid to Highways, and U.S. DOT programs.

ATTACHMENT C

STORMWATER ENGINEERING SCOPE OF SERVICES

SCOPE OF SERVICES

The Consultant is to provide Professional Services for Stormwater Engineering. Projects may include design, permitting evaluation, land acquisition, and any other services required to complete projects related to the County Stormwater system, to include construction and/or maintenance of ponds, conveyance, canal dredging, etc. Project size may vary and existing base and storm drainage will be used wherever possible. Projects shall be designed in accordance with Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and U.S. Army Corps of Engineers, Southwest Florida Water Management District (SWFWMD) and Manatee County rules and regulations.

The Consultant shall perform all the services specified in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The Consultant's services include the necessary civil, structural, mechanical, electrical, architectural and other engineering services. The following generally describes the "Scope of Services" that will be the successful proposer's responsibility.

PRELIMINARY STUDIES / LAYOUTS AND COST ESTIMATES

- A. Provide services to establish the general size and scope of the project, and its location. Perform a field review of existing conditions, collecting, interpreting and reporting information, together with drawing conclusions and making recommendations. Consult with the County to clarify and define the project requirements, review of available data and discussions of general scheduling. Participate in meetings and conferences with approving and regulatory agencies and with affected utilities.
- B. Advise the County of any need for field information to be furnished by the County or obtained from other sources. These special information requirements may include, e.g., reconnaissance surveys, geotechnical information and hydrological data; laboratory tests, zoning, deed and other land-use restriction information; and environmental assessment statements.
- C. Provide the County general economic analyses of the project requirements applicable to various alternatives.
- D. Prepare reports containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits. The report should include any problems involved and alternative solutions available and state Consultant's findings and recommendations with opinions of probable costs of the project.

DESIGN DEVELOPMENT

- A. The Consultant shall prepare from the approved preliminary studies the design development documents. These shall consist of drawings and other documents to fix and describe the size and character of the project. It will address the systems, material and other appropriate essentials. The design development documents shall be submitted to the County for approval. The Consultant shall provide the County with a further statement of probable construction costs.

DRAWINGS AND SPECIFICATIONS

- A. The Consultant shall prepare from the approved preliminary studies the design development documents, for approval by the County, working drawings and specifications setting forth in detail the requirements for construction of the entire project, including the necessary bidding information.
- B. The Consultant shall fully complete the construction drawings and specification in time to enable commencement of construction of the project by the date specified in the resulting agreement.
- C. The Consultant shall advise the County of any adjustments to previous statements of probable construction costs indicated by changes in requirements or general market conditions. The Consultant shall assist the County in obtaining permits and approval of governmental agencies having jurisdiction over the project.
- D. The Consultant shall furnish the County, after acceptance of the completed project by the County, as-built tracings suitable for reproduction, showing all changes made during the construction process (as-built drawings) based on marked up prints, drawings and other data furnished by the Contractor.

CONSTRUCTION SERVICES

- A. The Consultant shall assist in the administration of the construction contract and shall provide the following other services during the construction phase:
 - i. Resident Project Services, as required
 - ii. Provide protection for the County against defects and deficiencies in the work of the contractor

ATTACHMENT D
ARCHITECTURAL / ENGINEERING GUIDELINES

This Architect / Engineer Guideline is the result of a collaborated effort of the Manatee County Purchasing Division and the Project Managers from the Property Management Department and the Public Works Department. The objective of the Guideline is to provide guidance for professional services consultants retained by Manatee County to ensure consistency and to reduce or eliminate delay in meeting Manatee County requirements as it pertains to preparing bid solicitation documents.

SOLICITATION DOCUMENT REQUIREMENTS

Architect / Engineer shall provide:

1. Scope of Work

Narrative description of the project and the County's purpose and goals which defines in understandable terms the work to be provided by the contractor. It is the work product to be delivered, the work to be performed, and/or the results to be achieved.

2. Project Specifications

- a. Name: "Technical Specifications"
- b. Cover Page to include: Project title, document author and contact information, name of all consultants, an area for the architect/engineer seal, date of the last effective revision.
- c. Information to be provided in a sequential outline, numeric or alpha. Sections and paragraphs numbering system shall be consistent throughout the document.
- d. Industry Standard Divisions – Table of Contents to identify Section title, page number, and any attachments
- e. Specification Section numbering shall be in accordance with the applicable Industry Standard Division numbering.
- f. Page numbering of entire document in sequential order (document footer, centered).
- g. Measurement and Payment Section shall be included. Provide descriptive information of each Bid Item, including the unit of measure and estimated quantity. Item description numbering shall match Bid Item numbering on the Bid Form.
 - i. May include Bid Item for Contract Contingency – this Bid Item requires the County approval. When included the following language is to be used: "Payment for all Work under this Bid Item shall be made only at the County's discretion. The Bidder shall enter the dollar amount for Contract Contingency based on the percentage of the total base bid. The total contract award shall include Contract Contingency." (Note: The County will determine percentage amount.)

h. Plans

i. Date, Sign, and Seal.

i. Manufacturer and Or Equal Designations

- i. List product specification to be used for evaluation and determination for acceptability of product. Provide the pertinent specification for determining equal to named product (not only the product and/or manufacturer's name).
- ii. Describe requirements and product substitution procedures, i.e., prior to bid opening, after bid award, when specified product is no longer available.

3. Bid Form

- a. Unit price bidding is the County's preferred method. The Bid Form will include an itemized list and estimated quantities according to the specifications. Each Bid Item shall be defined in the Measurement and Payment Section.
- b. Alternates or Options shall be well-defined in the bid specifications with clear instructions for preparing the bid submittal.
- c. Editable Bid Form (EXCEL) document to be provided to Purchasing.

4. Opinion of Probable Construction Cost

- a. Approximation of the probable cost of the project.
- b. Itemized, identifiable component values; matches Bid Form items.
- c. Provided on Consultant's letterhead.

5. Project Completion Schedule

- a. Total number of days for the completion of the project, including substantial completion and final completion.
- b. Include mobilization and long lead time materials.
- c. Breakdown showing computation of days and scheduled activity dependencies (i.e., permitting issues, access restrictions, etc.).

6. Liquidated Damages – Recommendations

- a. Provide computation of Liquidated Damages.
- b. Use of Florida Department of Transportation (FDOT) chart is acceptable, County approval is required.

7. Specialty Insurance – Recommendations

- a. List insurance requirements not generally included in standard liability coverage, i.e., maritime, hazardous, environmental, railroad coverage.
- b. The County will determine payment and performance bond requirements.

8. Permits

- a. Name and/or provide a copy of the applicable project permits for inclusion in the solicitation document.
- b. When applicable, fee for all County permits shall be provided (in accordance with Florida Statute 218.80). Include information on Bid Form and Measurement and Payment Sections.

9. General Requirements

- a. File name to be no more than 15 characters.
- b. Name used to identify objects shall be consistent throughout the document.
- c. Manatee County shall be known as “Owner.”
- d. Design Consultant shall be known as “Architect” or “Engineer,” whichever is applicable.
- e. Hard copy and electronic copy to be provided to Purchasing. Electronic files are to combine document Sections into one file. Plans are to be combined into one file.
- f. If applicable, review County (provided) terms and conditions for conflicts with Consultant’s.
- g. Refer to the attached General Conditions of the Construction Agreement Definitions to ensure consistency in direction and terminology with the County’s Form of Construction Agreement.

BIDDING PHASE BID REQUIREMENTS

1. Addenda – Changes to the bid document

- a. The Consultant will attend any scheduled Bid Information Conference (meeting with the prospective bidders and County representatives) to describe the scope of the project, respond to questions, and note information/questions to be included in Addendum. The Purchasing Division is the designated communicator for any and all information relating to the bid solicitation.
- b. Questions relating to the bid solicitation will be received in Purchasing and relayed to the Consultant.

- c. Consultant will formulate responses to prospective bidder's questions on Consultant's letterhead in an itemized form of Question and Response.
 - d. Consultant will transmit the responses to the County Project Manager and Purchasing for review and approval.
 - e. Purchasing will distribute the approved Addendum.
2. Bid Opening
- a. Consultant is required to attend the Bid Opening.
 - b. Bid submittals will be provided to the Consultant for evaluation and comment.
3. Bid Tabulation, if applicable
- a. Consultant to complete a tabulation of all bid submittals. Tabulation items shall match the Bid Form items.
 - b. Review multiplication/extension totals. Notation shall be made on tabulation of any discrepancies.
4. Bid Evaluation, if applicable
- a. Consultant shall examine each bid submittal for responsiveness to the bid requirements and for irregularities, including Unbalanced Bidding, Front Loading of bid pricing, and contacting references of the apparent low bidder(s).
 - b. Provide letter of recommendation for award. If low bid is not recommended, include detailed justification for not recommending award.

CONSTRUCTION PHASE (applicable as identified in accompanying work assignment)

- 1. Consultant to attend Pre-Construction Meeting.
- 2. Review, for approval, Shop Drawings, Operations' Manual.
- 3. Visit the project site on a periodic basis at appropriate stages of work.
- 4. Provide responses and clarification to Request for Inquiries, to plans and/or specifications.
- 5. Attend monthly project progress meetings.
- 6. Review, for approval, Payment Requests.
- 7. Review, for approval, Field Directives.
- 8. Develop Punch List.
- 9. Review, for approval, Final close-out documents (Substantial Completion, Final Reconciliation forms).

ATTACHMENT E

**PROPOSAL SIGNATURE FORM
RFP #15-0909JE
PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES**

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

Name of Proposer	Telephone Number
Street Address	
Email Address	Web Address
Print Name & Title of Authorized Officer	Signature of Authorized Officer
Date Signed	
Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____

ATTACHMENT F

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING CODE

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

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

_____ For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200____ by _____.

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

_____ My commission expires _____ Notary
Public Signature

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT G

INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>1,000,000</u> single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. <input checked="" type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.</p>

Insurance / Bond Type	Required Limits
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input checked="" type="checkbox"/> Professional Liability \$ <u>1,000,000</u> per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input checked="" type="checkbox"/> Project Professional Liability \$ <u>1,000,000</u> per occurrence</p> <p>g. <input checked="" type="checkbox"/> Property Insurance \$ <u>1,000,000</u></p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
6. <input checked="" type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input checked="" type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount.

Reviewed by Risk:

D.F.

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder 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 successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, 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 successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, 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 successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner 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.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 15-1058-DS, Southeast Water Reclamation Facility (SEWRF) Septage / Grease Receiving Station
For any and all work performed on behalf of Manatee County.**
 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Donna M. Stevens, Contract Specialist**

BONDING REQUIREMENTS

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

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

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

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

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

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

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

BIDDER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.