



MANATEE COUNTY
FLORIDA

May 26, 2015

TO: All Interested Proposers

SUBJECT:

Request for Proposal (RFP) #15-0909JE
Professional Transportation Engineering Services

ADDENDUM No. 1

The following items are issued to add to, modify and clarify the Request for Proposal document. Proposals are to be submitted on **June 5, 2015 at 2:00 P.M.**, in conformance with the additions and revision listed herein.

The deadline to submit all inquiries concerning interpretation, clarification or additional information pertaining to this RFP was May 15, 2015 at 5:00 P.M.

Proposer Note 1: Revised Proposal Date and Time Due

The revised Proposal Date and Time Due is **June 5, 2015 at 2:00 P.M.**

Proposer Note 2: Revised Attachment G – Insurance and Bonding Requirements

A new Attachment G – Insurance and Bonding Requirements is attached to this Addendum No. 1 and shall replace the existing Attachment G – Insurance and Bonding Requirements in the RFP packet.

Proposer Note 3: Response to questions received from proposers through May 15, 2015. No additional questions shall be considered.

1. Section B.02 & 03 – Must the proposing firm and sub consultants be able to perform all services listed in Section B.03, 3.1 **ENGINEERING SERVICES** (pages 8-10)?

Response: No.

2. Do we have to be qualified for the services requested under attachments A, B, C and D. Could we qualify just for B and C?

Response: Please see Question No. 1 above.

FINANCIAL MANAGEMENT – PURCHASING DIVISION
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
PHONE: 941.749.3014 * FAX: 941.749.3034
www.mymanatee.org

3. Does our team (including subconsultants) need to cover all of the engineering services/disciplines listed in the scope of services starting on page 8 of the RFP? Or can our team pick which disciplines we can perform?

Response: Please see Question No. 1 above.

4. In order to be considered by the selection committee do you require that the respondent qualifies for every one of the engineering services mentioned in section B.03, 3.1, such as electrical, instrumentation, Environmental? Could these services be provided by sub-consultants? Do you require that in order to qualify, the respondent includes sub-consultants for each one of the areas they lack expertise?

Response: Please see Question No. 1 above.

5. Who will be on the Selection Committee?

Response: The Selection Committee is to be determined.

6. Please confirm that all 7 (seven) of the required hard copy responses should be bound and that spiral, comb, and 3-ring binders are acceptable forms of binding.

Response: This is confirmed.

7. Is there a page limitation for the Proposal?

Response: There is no finite page limitation for the proposal. The County asks that respondents use their best judgment when preparing their proposal.

8. Can an evaluation rubric be provided so our firm can assess the weight of each of the factors in C.03?

Response: Please refer to Section D.01, "Evaluation Factors," in the RFP.

9. Would the County be able to provide a listing of the successful firms from the previous contract?

Response:
Cardno, TBE
HDR Engineering
Lombardo, Foley, and Kolarik, Inc.
URS Corporation Southern

10. Attachment G includes language whereby the County requests information on successful bidder's insurance deductibles and self-insured retentions. Our firm considers this information proprietary and prefers not to release this information. Can this requirement be waived if our corporate financials are supplied to the County as indication of our financial stability? We would always be 100% responsible for any payment of deductibles and self-insured retentions, and payment of any claims would not be delayed by any such financial responsibilities on our part.

Response: No, please refer to Attachment G "Insurance and Bonding Requirements" attached to this Addendum No. 1.

11. Attachment G, Item g. states that successful bidder may be requested to provide the entire and complete insurance policies. Our firm considers its policies to be proprietary and does not release to outside parties. The insurance certificates provided would show all pertinent coverages. Would the County consider waiving this requirement if our corporate financials are supplied as an indication of our financial stability?

Response: No, please refer to Attachment G "Insurance and Bonding Requirements" attached to this Addendum No. 1.

12. Page 19 of the RFP states "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." On page 20 of the RFP, Section C.03 states that "Tabs are required to identify each item defined in this Section" and are labeled #1-12. Can the County please clarify which section(s) require tabs?

Response: Section C.01 through C.03 require identifying tabs. Within Section C.03, tabs labeled #1-12 are also required to differentiate between the requested information.

13. Page 19 of the RFP requires the firm to include the completed Proposal Signature Form (Attachment A) and the Public Contracting and Environmental Crimes Certification (Attachment C). In the back of the RFP, the Proposal Signature Form is labeled Attachment E, and the Public Contracting and Environmental Crimes Certification is labeled Attachment F. Can the County please confirm that this is correct?

Response: This is confirmed. Section C.01 shall include the Proposal Signature Form (Attachment E), the Public Contracting and Environmental Crimes Certification (Attachment F) and the Proposer's Insurance Statement (Attachment G).

14. Pages 42 and 43 of the RFP include Attachment G – Insurance and Bonding Requirements, where numbers 6 and 7 state that “the successful bidder within 10 calendar days from the date of notice intent to award shall secure a bid bond for 5% of the total amount of the bid and a payment and performance bond for 100% of the award amount.” Do these bonding requirements apply to this contract since no pricing is required to be submitted with our proposal?

Response: A revised Attachment G – Insurance Requirements is included in this Addendum No. 1.

15. Page 48 of the RFP includes the “Bidder’s Insurance Statement”. Where should this be included in our proposal?

Response: A revised Attachment G – Insurance Requirements is included in this Addendum No. 1. The “Proposer’s Insurance Statement” shall be included in Section C.01 – Administrative Proposal.

16. Page 19 of the RFP, Section C.02 states “To validate experience, expertise and capabilities, Proposers shall provide the following details for each of the Proposer(s)’ relevant past performance of similar projects”, then proceeds to list criteria for letters A through D. Where should we include this information in our proposal?

Response: This information should be included within Section C.02 of the Proposal.

17. What is the expected contract duration?

Response: One year with four possible one year renewals.

18. How many projects do you want to see in Item C.03.5?

Response: This shall be at the discretion of each respondent.

19. Section C.02 – Under MINIMUM EXPERIENCE TO BE CONSIDERED, Items A-D, is this a list of what must be identified on C.03.5 Past Performance? In other words, the past project experience (C.03.5) must include C.02, Items A-D?

Response: Section C.02, Items A-D shall provide the Evaluation Committee with an overview of the relevant projects to ensure the respondent is qualified, while Section C.03.5 shall go into further detail regarding the relevant projects.

20. Section C.02.C & D – Do you want all outside agencies involved, i.e. utility firms and/or permitting agencies?

Response: This is not necessary.

21. C.03.12 -- What information do you wish to see? Do you mean ...primary location of the business entity explained in response to item C.03.10, not C.03.6, Project Approach?

Response: The respondent shall provide authorization for a Manatee County auditor and/or financial analysts to have access to financial records at the primary location of the business entity explained in response to item C.03.8 (ownership interest in other entities).

22. Regarding usage of subconsultants, on page 19 of the RFP it states that, "If subconsultants are to be used in your proposal given to meet 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." Please clarify if the County would like for subconsultants to provide detailed descriptions in C.02 Minimum Qualifications only, or if subconsultants are expected to complete C.03.1-C.03.12 separately from the Prime's responses to this tab.

Response: Sub-consultants shall provide a brief company overview, a list of involved key personnel, relevant past project experience, and an abbreviated project approach. These qualifications shall be included in Section C.02 of the Prime's proposal.

23. The subject RFP is for transportation engineering services; however Section B: Scope of Services includes 'Electrical/Instrumentation' and 'Industrial' engineering services. Can you provide some clarification as to what is expected relative to transportation engineering for these 2 categories?

Response: Section B is intended to cover any discipline or service that may be related to or needed on a transportation engineering project, Intelligent Transportation Systems project, Construction Engineering and Inspection project, and Stormwater Engineering project.

24. Also in C.02 under minimum experience, you mention "experience in the inspection of bridge structures". Is that required?

Response: This is required.

25. C.03.4 –Workload –Do subconsultants need to provide a listing of projects they have handled for the past 3 years?

Response: Sub-consultants shall provide a brief company overview, a list of involved key personnel, relevant past project experience, and an abbreviated project approach. These qualifications shall be included in Section C.02 of the Prime's proposal.

26. C.03.12 – Do the subconsultants need to provide authorization for a Manatee County audit of their financial records or just the prime?

Response: Sub-consultants shall provide a brief company overview, a list of involved key personnel, relevant past project experience, and an abbreviated project approach. These qualifications shall be included in Section C.02 of the Prime's proposal.

27. Can you elaborate on or provide examples of the type of work that could be performed under this contract for the “industrial” and the “hydrogeological” disciplines outlined in B.03.1.1?

Response: Section B is intended to cover any discipline or service that may be related to or needed on a transportation engineering project, Intelligent Transportation Systems project, Construction Engineering and Inspection project, and Stormwater Engineering project. All projects listed in the County Capital Improvement Project (CIP) could be included in the Scope of Services.

28. On page 19 of the RFP, Section C.02: for the minimum qualifications to be considered, do we need to include a project per discipline in this section?

Response: This is at the discretion of the respondent.

29. For Section C.03.4: Recent, Current and Projected Workload, do we need to include a list of ALL projects completed by our firm within the last 3 years? Is so, this would be a pretty long list. Is there any way to narrow it down?

Response: This is at the discretion of the respondent.

30. Page 8 of the RFP includes “Industrial” under the list of Engineering Services. Can the County please provide information on what type of Industrial services will be required?

Response: Section B is intended to cover any discipline or service that may be related to or needed on a transportation engineering project, Intelligent Transportation Systems project, Construction Engineering and Inspection project, and Stormwater Engineering project.

31. Page 19 of the RFP, Section C.02 states “If sub consultants 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.” Is the County requiring this information for each sub consultant to be submitted separately from our proposal? Or can we include this information for each sub consultant within our proposal?

Response: Sub-consultants shall provide a brief company overview, a list of involved key personnel, relevant past project experience, and an abbreviated project approach. These qualifications shall be included in Section C.02 of the Prime’s proposal.

32. Is there a required percentage of DBE commitment?

Response: No.

No additional questions will be considered after the issuance of this Addendum No. 1.

Proposals are to be prepared as instructed in this Request for Proposal and shall be received at Manatee County Purchasing Office, Suite 803, 1112 Manatee Avenue West, Bradenton, FL 34205 until **2:00 P.M. on June 5, 2015.**

Cordially,

A handwritten signature in black ink, appearing to read 'J. Erickson', written over a horizontal line.

Jacob Erickson
Contracts Negotiator

**ATTACHMENT G
INSURANCE AND BONDING REQUIREMENTS**

The successful Proposer 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 Proposer 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 Proposer 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 type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount. \$ _____

Reviewed by Risk: 

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 Proposer has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful Proposer 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 Proposer's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful Proposer for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful Proposer or successful Proposer'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 Proposer 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 Proposer 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 Proposer) 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 Proposer 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 Proposer 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 Proposer's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful Proposer 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 Proposer 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 Proposer 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 Proposer. Such insurance shall comply with the Florida Workers' Compensation Law. The successful Proposer shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a proposal hereto, Proposer:

- a. Represents that Proposer 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 Proposer 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 Proposer to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that Proposer 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 Proposer. Successful Proposer 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 Proposer from its insurer and nothing contained herein shall relieve successful Proposer of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful Proposer hereunder, successful Proposer shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful Proposer 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 Proposer 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 Proposer for such coverage(s) purchased. If successful Proposer 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 Proposer under this Agreement or any other agreement between Owner and successful Proposer. 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 Proposer by the Contract Documents shall be the sole responsibility of the successful Proposer.

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 proposal 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 Proposer to meet the requirements of this RFP shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful Proposer under this RFP 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
RFP# 15-0909JE, PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES
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: Jacob Erickson, Contracts Negotiator**

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal to this RFP, the Proposer agrees should the Proposer's proposal 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 Proposer 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 proposal in the amount of five (5%) percent of the total amount of the proposal. The Proposer further agrees that in case the Proposer fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the proposal shall be forfeited to Manatee County as agreed liquidated damages. If Owner enters into an Agreement with a Proposer, or if Owner rejects any and/or all proposals, accompanying bond **will** be promptly returned.

Payment and Performance Bonds. Prior to commencing Work, the successful Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer until the successful Proposer 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 Proposer. Failure of the successful Proposer 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 Proposer or re-advertise this RFP. If another Proposer is accepted, and notice given within ninety (90) days after the opening of the proposals, this Acceptance shall bind the Proposer as though they were originally the successful Proposer.

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

PROPOSER'S INSURANCE STATEMENT

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

Proposer Name: _____ Date: _____

Proposer's
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your proposal.