

RFQ No.  
18-TA002645JE  
Engineering and Consulting Services for  
Beach Renourishment  
June 1, 2018

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS  
NO. 18-TA002645JE**

**Engineering and Consulting Services for Beach Renourishment**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive qualification proposal responses (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide engineering and consulting services for beach renourishment services as specified in this Request for Qualifications.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Proposals in response to this RFQ is **June 29, 2018 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

**SOLICITATION INFORMATION CONFERENCE:**

There is no Solicitation Information Conference scheduled for this Request for Qualifications

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Qualifications to the Manatee County Procurement Division is June 13, 2018. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Jacob Erickson, Procurement Team Leader  
(941) 749-3053, Fax (941) 749-3034  
Email: [jacob.erickson@mymanatee.org](mailto:jacob.erickson@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

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### **Forms** (to be executed and return with the Proposal)

Form 1	Acknowledgement of Addenda
Form 2	Proposal Signature Form
Form 3	Public Contracting and Environmental Crimes Certification
Form 4	Conflict of Interest Disclosure Form
Form 5	Non-Collusion Affidavit
Form 6	Truth-in Negotiation Certificate
Form 7	Scrutinized Company Certification
Form 8	Insurance Statement
Form 9	Indemnity and Hold Harmless
Form 10	Federal Grant Forms 10-1 through 10-4

### **Attachments**

Attachment A	Scope
Attachment B	Form of Proposal
Attachment C	Sample Agreement
Attachment D	Federal Grants-Special Provisions

## SECTION A INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements, submit the required forms and information, and comply with the instructions as follows. Proposals will be accepted from a single business entity, joint venture, partnership or corporation. The County intends to award an agreement(s) for the provision of engineering and consulting Services for beach renourishment services as identified in this RFQ.

### **A.01 INFORMATION CONFERENCE**

There is no Solicitation Information Conference scheduled for this Request for Qualifications.

### **A.02 DUE DATE AND TIME**

The Due Date and Time for submission of Proposals in response to this Request for Qualifications (RFQ) is **June 29, 2018 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its Proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

### **A.03 PUBLIC OPENING OF RESPONSES**

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the Proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a Proposal and city and state in which they reside. No review or analysis of the Proposals will be conducted at the Proposal opening.

### **A.04 SUBMISSION OF RESPONSES**

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copy(s) clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

**A.05 ORGANIZATION OF RESPONSES**

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Attachment B, Proposal Response, identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposal Signature Form must be signed by an official or other individual authorized to make representations for the Proposer.

**A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this RFQ are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute Proposals. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Additionally, the RFQ and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

**A.07 ADDENDA**

Any interpretations, corrections or changes to this RFQ will be made by addendua. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

All addenda are a part of the RFQ and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

**A.08 RESPONSE EXPENSES**

All costs incurred by Proposer in responding to this RFQ and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

**A.09 QUESTION AND CLARIFICATION PERIOD**

Each Proposer shall examine all RFQ documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential Proposers via an addendum to this RFQ

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.10 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this RFQ. Such Proposer will be disqualified from consideration for this RFQ and may be disqualified from submitting a response on future solicitation opportunities with the County.

**A.11 WITHDRAWAL OR REVISION OF RESPONSES**

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its Proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Proposals. A copy of the request shall be retained and the unopened Proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
  - 1. The mistake is clearly evident in the solicitation document; or
  - 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Procurement Official.

**A.12 JOINT VENTURES**

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**A.13 LOBBYING**

After the issuance of any solicitation or during renegotiations, prospective Proposers, or their agents, representatives or persons acting on behalf of such Proposer, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Manatee County other than the Procurement Official or designee. This prohibition includes copying such persons on written communication, including email correspondence. This requirement begins at the time of advertisement of the RFQ and ends upon final execution of the contract or at the time the solicitation is cancelled or the renegotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a County Commission meeting where the Commission is considering approval of a proposed contract. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

**A.14 EXAMINATION OF RESPONSES**

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

**A.15 ERRORS OR OMISSIONS**

Once a Proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.11.

**A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

The County will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFQ and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFQ. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

**A.17 RESERVED RIGHTS**

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the

right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

**A.18 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 contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

**A.19 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-801262206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.20 SCRUTINIZED COMPANIES**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**A.21 COLLUSION**

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.



**A.22 CODE OF ETHICS**

With respect to this Request for Qualifications, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement 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 RFQ, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

**A.23 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County 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, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee 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 Manatee County. Proposer is to complete Attachment "B" and submit with your Proposal.

**A.24 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or Proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.25 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.27 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become “Public Records”, and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Proposals shall be conducted at the public opening.

If County rejects all Proposals and concurrently notices its intent to reissue the solicitation, the rejected Proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all Proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements

for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

**A.28 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Qualifications shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Proposer's Proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Proposal is non-responsive.

**A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

**A.30 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Proposal in response to this RFQ, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

**A.31 LICENSES AND PERMITS**

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.32 MINIMUM WAGE REQUIREMENTS**

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

**A.33 PROTEST**

Any actual bidder, Proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

**A.34 BINDING OFFER**

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

**A.35 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County's website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
No Solicitation Information Conference has been scheduled for this RFQ.	
Question and Clarification Deadline	June 13, 2018
Final Addendum Posted	June 21, 2018
Proposal Due Date and Time	June 29, 2018, by 3:00 p.m.
Technical Evaluation Meeting	July 11, 2018
Technical Evaluation Meeting	N/A
Interviews/Presentations/Demonstrations (if conducted)	July 30, 2018
Best and Final Offers Requested (if conducted)	date
Best and Final Offers Due (if conducted)	date
Final Evaluation Meeting	August 9, 2018
Projected Award	September 2018

**END SECTION A**

**SECTION B  
EVALUATION OF RESPONSES**

**B.01 EVALUATION**

A due diligence review will be conducted to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. A responsible Proposer is a Proposer which the County affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFQ.

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the Proposals for each of the evaluation criteria. The committee may final rank Proposals without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its Proposal contains all the information requested in this RFQ and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFQ.

**B.02 EVALUATION CRITERIA**

The following evaluation criteria have been established for this RFQ.

<b>Criteria</b>	<b>Maximum Points</b>
Approach to Beach Renourishment	25
Organizational Structure and Capacity	20
Proposer and Team's Experience	20
Similar Completed Projects	20
Interviews	15

**B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS**

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the Proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those Proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of Proposals will be invited to meet with the committee. Proposers should make arrangements to attend the interviews, presentations and/or demonstrations if invited.

The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank Proposals without conducting clarifications, interviews, presentations and/or demonstrations. Therefore, each Proposer must ensure that its Proposal contains all the information requested.

**B.04 BEST AND FINAL OFFER (BAFO)**

The County may request a BAFO if additional information or modified Proposals are necessary for the evaluation committee to complete its evaluation and ranking. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-rank the Proposers.

**B.05 RANKING OF RESPONSES**

The evaluation committee will determine from the responses to this RFQ and subsequent investigation as necessary, the Proposer(s) who best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list Proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend commencement of negotiations to County Administrator,
- d. Reject all Proposals received and cancel the Request for Qualifications,
- e. Receive written clarification of Proposal.

**B.06 RECOMMENDATION FOR NEGOTIATION**

Upon completion of the technical evaluations, the evaluation committee will make a recommendation as to the Proposer(s) which the County should enter into negotiations, if any. Upon approval to commence negotiations, the recommended Proposer(s) shall submit one original hard copy and one electronic copy on a CD or USB flash drive of the pricing proposal.

Recommended Proposer(s) shall state the Guaranteed Maximum Price to design and construct the facility. The pricing information should show a categorical breakout of the pricing, with any alternates or options clearly identified. The pricing information shall be clear and unambiguous to facilitate evaluation of the prices submitted.

The County will conduct negotiations with the highest ranked Proposer.

If the County and the highest-ranked Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Administrator's discretion,



begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the County has been negotiated or all Proposals are rejected.

The County will notice the Intent to Negotiate, in the same manner the original Request for Proposals document was noticed prior to commencing negotiations.

**B.07 RECOMMENDATION FOR AWARD**

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

**END SECTION B**

**SECTION C**  
**NEGOTIATION OF THE AGREEMENT**

**C.01 GENERAL**

By submitting a Proposal, Proposer understands and agrees:

- a. The Proposal and all subsequent information requested by the County during the procurement process will serve as a basis for negotiating an agreement.
- b. Upon submission, all Proposals become the property of Manatee County which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Qualifications whether, or not, the Proposal is accepted.
- c. All products and papers produced during the solicitation process become the property of Manatee County upon termination or completion of the engagement.
- d. To indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

**C.02 AGREEMENT**

The successful Proposer(s) will be required to negotiate a contract in a form and with provisions acceptable to the County. Negotiated contracts may or may not include all elements of this RFQ or the resulting successful Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

The form of the Agreement that will be used pursuant to this solicitation will be per the attached sample; as properly revised subsequent to final negotiations and any revisions to the specifications and scope of this project, the County (as Owner) will execute this Agreement with the successful Proposer (as Design-Builder).

The parties will negotiate the terms of the agreement, which may include price, term, renewal, or any other relevant provisions.

**C.03 AWARD**

County may not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and County may terminate any contract it has with Proposer.

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

**END SECTION C**

## **FORMS**

**FORM 1 - ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer’s information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Website Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official      Date

**FORM 2 - PROPOSAL SIGNATURE FORM**

The undersigned represents that:

- (1) by signing the Proposal, that he/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the Proposal are true and correct;
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer’s negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFQ;
- (4) by submitting a Proposal and signing below, the Proposer agrees to all terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Proposer understands that if it submits exceptions to the Contract in its Proposal, the Proposer’s Proposal may be determined non-responsive; and
- (5) the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Proposer’s information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Web Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Officer      Date

**FORM 3- PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,  
MANATEE COUNTY PROCUREMENT 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 Manatee County 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 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 Proposers or prospective Proposers 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 Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION 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 \_\_\_\_\_, 201\_\_\_\_ 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.

**FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this RFQ.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this RFQ.

Acknowledged and attested to by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**Return this fully executed form with your Proposal.**



**FORM 5 - NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_

**FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**FORM 7 – SCRUTINIZED COMPANY CERTIFICATION**

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company.

FID or EIN No..

Address.

City.

State.

Zip.

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**FORM 8**  
**INSURANCE AND BOND REQUIREMENTS**  
**RFQ No. 18-TA002645JE**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability Insurance:</b></p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability Insurance:</b></p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ 1,000,000 Personal and Advertising Injury Liability</li> <li>• \$ 50,000 Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability Insurance</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>500,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> </ul>
<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation Insurance</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.</li> </ul>

<input checked="" type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b>  <input checked="" type="checkbox"/> <b>Jones Act Coverage</b>	<ul style="list-style-type: none"> <li>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p align="center"><b><u>OTHER INSURANCES</u></b></p>	<p align="center"><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>\$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>\$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>\$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>\$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input checked="" type="checkbox"/> <b>Professional Liability and/or Errors and Omissions (E&amp;O) Liability Insurances</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>\$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>\$ <u>2,000,000</u> General Aggregate</li> </ul>

<p>9. <input checked="" type="checkbox"/> <b>Builder’s Risk Insurance</b></p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$_____ Security Breach Liability</li> <li>• \$_____ Security Breach Expense Each Occurrence</li> <li>• \$_____ Security Breach Expense Aggregate</li> <li>• \$_____ Replacement or Restoration of Electronic Data</li> <li>• \$_____ Extortion Threats</li> <li>• \$_____ Business Income and Extra Expense</li> <li>• \$_____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul>

	<p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p><b>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p><b>13. <input type="checkbox"/> Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li><u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>
<p><b>14. <input type="checkbox"/> Garage Keeper’s Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>

<p><b>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</li> </ul>
<p><b>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p><b>17. <input type="checkbox"/> Other (specify)</b></p>	<p>(Specify)</p>



**BOND REQUIREMENTS**

<p><b>18. <input type="checkbox"/> Bid Bond</b></p>	<p>A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p><b>19. <input type="checkbox"/> Payment and Performance Bond</b></p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved by Risk: \_\_\_\_\_

Date: \_\_\_\_\_

## INSURANCE REQUIREMENTS

### I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

#### 1. Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

#### 2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the County.

### II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Purchasing Division - Procurement**  
**1112 Manatee Avenue West**  
**Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
  4. Successful Proposer shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- IV.** Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

- V. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

**FORM 8 INSURANCE STATEMENT**  
**RFQ NO. 18-TA002645JE**

**THE UNDERSIGNED** has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Return this signed statement with your bid or proposal.***

**FORM 9 INDEMNITY AND HOLD HARMLESS**

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

Successful Proposer shall defend, indemnify and hold harmless the County and all of the County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of successful Proposer, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract/Agreement. Compliance with any insurance requirements required elsewhere within the Contract/Agreement shall not relieve successful Proposer of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County’s liability beyond that provided in section 768.28, Florida Statutes.

<b>PROJECT NUMBER AND/OR NAME</b>		
<b>INSURANCE AGENT</b>		
<b>SIGNATURE OF AUTHORIZED OFFICIAL OF PROPOSER</b>	<b>TITLE</b>	<b>DATE</b>

Acknowledgement:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ [FULL LEGAL NAME], who is personally known to me / has produced \_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**FORM 10-1**  
**CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**  
RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

Fully complete and return this form in TAB 3 of the offer response.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Offeror shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

---

Firm Name (print)

---

Signature

Date

---

Printed Name and Title

**FORM 10-2**  
**DEBARMENT AND SUSPENSION**

RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

Fully complete and return this form in TAB 3 of the offer response.

By signing below, Offeror confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

---

Signature

Date

---

Printed Name and Title

---

Printed Firm Name

---



**FORM 10-3**

**Byrd Anti-Lobbying Amendment**

RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

Fully complete and return this form in TAB 3 of the offer response.

By signing below, Offeror confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

---

Signature

Date

---

Printed Name and Title

---

Printed Firm Name

---

**FORM 10-4**  
**MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION**  
RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

**Fully complete and return this form in TAB 3 of the offer response.**

Pursuant to C.F.R. 200.321 successful Offeror, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. \_\_\_\_\_

Address. \_\_\_\_\_

County. \_\_\_\_\_

State. \_\_\_\_\_

Zip. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**ATTACHMENT A  
SCOPE OF SERVICES**

**A.01 BACKGROUND INFORMATION**

Manatee County is requesting professional engineering and consulting services to provide consultation, investigations, environmental studies and report; design; construction phase and additional services for the Anna Maria Island Beach Restoration Project and other shorelines within Manatee County under tidal influences.

The Anna Maria Island Project is a Federal shore protection project with a 50-year lifespan. Other sections of the island have been renourished under the State of Florida (State) funding. The initial restoration was constructed between December 1992 and February 1993 as a Federal project, with the first periodic renourishment completed in June 2002. In 1991, approximately 2.3 million cubic yards of sand was placed on the beach along five (5) miles of Anna Maria Island, and approximately 1.8 million cubic yards was placed along 5.1 miles within the cities of Bradenton Beach and Holmes Beach, and .6 miles are within the city of Anna Maria. While federally authorized, the City of Anna Maria portion was not federally-funded, but cost-shared with the State of Florida. In 2014, 5.1 miles were renourished along the City of Bradenton Beach and Holmes Beach as a Federal project and 1.4 miles of Cortez and Coquina Beach on the south end of Anna Maria Island were renourished with State funding. Manatee County completed the third periodic re-nourishment in 2014.

Manatee County completed the periodic renourishment in 2014 with a design period of eight (8) years. The complete range of services identified in the Scope of Services shall be required in preparation for the third periodic renourishment expected on or before 2022, unless storm damages require an earlier renourishment project.

Professional Engineering and Consulting services are needed to assist Manatee County with all aspects of the project for Anna Maria Island and any other coastal or tidally influenced shoreline in Manatee County.

**A.02 SCOPE**

Successful Proposer (hereinafter in this Scope referred to as 'Consultant') shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Engineering and Consulting Services for Beach Renourishment that will meet the requirements of the County. The Consultant shall comply with all Federal Emergency Management Agency (FEMA) regulations and requirements in providing any services for the County.

**A.03 REQUIREMENTS:**

Consultant shall provide the following requirements:

**I. PRELIMINARY SERVICES PHASE**

- A. Consultant shall provide the following engineering and consulting services, to include but not be limited to: field studies, planning, conceptual design, cost estimates and permitting of the beach re-nourishment project or other tidally influenced shorelines in Manatee

County. These engineering and consulting services include but are not limited to the following:

1. Conduct surveys and studies necessary to identify a sediment (sand) source for the project. Services may include assisting the County with Federal coordination issues related to permits, funding acquisition and reimbursement, preliminary project investigations, cost studies and economic comparisons, plan comparisons and modifications as appropriate.
2. Conduct environmental studies and be familiar with habitats of concern.
3. Shall assist County in applying for the State of Florida permits and approvals for beach nourishment, including the possible extension of the Erosion Control Line (ECL) for the project.
4. Coastal and hydrographic survey services may be required for design, monitoring, funding and emergency assistance services.

B. Identification of a Beach Renourishment Sediment Source

Consultant shall provide environmental services to conduct the studies and surveys necessary to obtain the appropriate permits and approvals. At the direction of the County, Consultant shall conduct studies and evaluations necessary to identify a sediment source for the Anna Maria Island Beach Renourishment Project. Environmental services shall include but are not limited to:

1. Performance of seismic and side sonar surveys to locate potential borrow area sites.
2. Bathymetric surveys to determine water depths over the potential sites with the production of a bathymetric chart.
3. Probing and vibracoring of potential borrow areas to evaluate the sediment depth and characteristics of the potential sites. Candidate borrow sites may require Consultant to conduct a magnetometer survey to locate potential historical resources. NOTE: The selected borrow area(s) should provide beach-compatible sediment with the greatest economical advantage and least environmental impact.
4. As directed by County, Consultant shall coordinate with the Department of Environmental Protection (DEP) or United States Army Corps of Engineers (USACE) to provide planning details and/or study results. The appropriate charts, drawings, legal descriptions, sediment data, logs and reports of the study effort shall be provided by Consultant to the aforementioned agencies.

C. Environmental Studies

As required by the County, Consultant shall map, using side scan sonar, previously unmapped hardbottom areas for further investigation to meet regulatory requirements. As applicable, the investigation shall include:

1. Characterization of benthic communities associated with the hardbottom areas.
2. Fish population studies for newly identified hardbottom areas or previously mapped hardbottom formations.
3. Sediment sampling, infauna analysis and diversity evaluations.

4. Miscellaneous other environmental services to include water quality issues; sea turtle protection and habitat enhancement; and artificial reef mitigation. Water quality issues may include the procurement of a mixing zone variance for the project and preliminary services water quality monitoring.
  - i. As applicable, sea turtle protection shall include the development of a sea turtle protection plan, sea turtle monitoring studies, beach sediment compaction studies and sediment tilling, as required by State or federal agencies.
  - ii. Artificial reef mitigation to include the setting of an artificial reef; determination of the appropriate acreage of the reef; selection of appropriate materials; design of the artificial reef to maximize its environmental potential, permitting and follow up monitoring.
  - iii. Habitat enhancement to include investigating the Sarasota Bay habitat, sea bird nesting, dune habitat or any other environmental issue as required by State and/or federal regulatory agencies. This shall include meeting with the DEP or USACE; U.S. Fish & Wildlife Service; or other regulatory agencies to address environmental issues.

#### D. Coastal and Hydrographic Surveying Services

As required, Consultant shall provide hydrographic surveying preparatory to coastal evaluations, project design and monitoring. As applicable the surveys shall include sled and/or fathometer surveys integrated with a differential GPS system, taking into consideration environmental circumstances such as the presence of hardbottom habitat. Survey data may be used in the evaluation of erosional trends, hot spot identification, shoreline and volumetric computations, as needed for project processing. Surveys, with coastal evaluation, shall be conducted as directed by the County in response to emergencies created by storm activity

Upon request by the County, Consultant shall provide

- i. Aerial photography concurrent with the above referenced surveying to document existing conditions.
- ii. Establish the location of the Coastal Construction Control Line or the existing Erosion Control Line (ECL).
- iii. Temporary construction easement surveys.

#### E. Erosion Control Line Extension

Prior to the construction of the Anna Maria Island Beach Nourishment Project, an ECL was established within the project area. At the County's discretion, the renourishment project may be expanded for an additional distance northward to incorporate additional shoreline within the City of Anna Maria renourishment project segment. As directed by the County, Consultant shall provide services required to extend the ECL. If required, a survey will be performed utilizing State approved methods for establishing an ECL. The appropriate ECL documents shall be prepared by Consultant, including a legal description of the mean high water survey intended for ECL establishment. Consultant shall assist the County with obtaining State approval of the ECL and entry in to County records.

#### F. Federal Coordination and Processing of the Beach Renourishment Project

Utilizing all available information, Consultant, at the direction of the County, shall provide an evaluation of the beach re-nourishment design prepared by the USACE.

As required, Consultant shall:

- i. Assist the County and the USACE in preparing and evaluating a General Reevaluation Report or a General Design Memorandum Addendum and/or Limited Re-evaluation Report for the originally authorized project.
- ii. Address issues related to the Local Cooperation Agreement which exists for the project, including a possible addendum to the agreement to address increasing the re-nourishment project size, cost, or cost sharing based on economic evaluations.
- iii. Assist the County in preparing documents and attending meetings with the USACE and Congressional members to secure approval for a locally constructed, reimbursable funded project.
- iv. Design the beach renourishment project and provide construction phase services as required.
- v. Assist the County in addressing Public Law 84 99 studies related to emergency funding in the event a storm strikes the Ana Maria Island project.

#### G. Project Permitting

Project permits shall be required from the DEP, USACE and local cities within the project area. As such, Consultant shall:

- i. Participate in pre-application meetings with these agencies and other organizations to make necessary presentations and determine the concerns of the regulatory and advisory agencies.
- ii. Assist the County in applying for the Joint Coastal Permit, consent of use easements, wetlands permit, mixing zone variance, coastal compliance approval and all other required approvals for the project.
- iii. Address issues related to environment, threatened and endangered species, coastal erosion, previous project performance, borrow areas, sediment characteristics, project need, design details, water quality concerns and other issues which must be addressed to secure permits.
- iv. Respond to a series of questions from agencies, providing the required information, analysis, evaluation, models, studies and field investigations needed in response to regulatory agency questions.
- v. Review the permit and other approval conditions imposed by agencies.
- vi. Interact with regulatory agencies to meet requirements and permitting parameters acceptable to the County.
- vii. As necessary, provide suggested conditions to the agencies to expedite the permitting process.
- viii. If required, travel to regulatory agencies to resolve issues of concern or share information.

#### H. Beach Renourishment Dredge Contract Acquisition

As required, Consultant shall assist the County in identifying qualified contractors and provide consulting services during the County's solicitation process for services to construct the beach renourishment project or to build or relocate coastal structures, mitigation, dunes and dune over walks or any other facilities or structures related to the beach nourishment project.

I. Additional Coordination and Funding Assistance

As required, Consultant shall provide additional assistance to the County in coordinating with governmental or other agencies, or the public to include attendance at meetings, review of funding documentation, preparation of studies, and resolving issues related to the beach and renourishment of the beach and pass maintenance. Additional services required of the Consultant include:

- i. Funding assistance for beach re-nourishment
- ii. Dune restoration
- iii. Mitigation
- iv. Monitoring studies
- v. Other services related to beach re-nourishment and the operation and maintenance of the beach to include development of a ten (10) year funding cycle and appropriate planning-design elements and quarterly status reports, as part of the Capital Improvement Planning effort by DEP.

**II. CONSTRUCTION PHASE SERVICES**

Consultant shall provide Engineering and Consulting services to inspect construction of beach fill, structures, dune habitat and over walks, habitat mitigation and other facilities, features or structures related to the beach renourishment project or permit requirements. Consultant shall address water quality monitoring requirements, environmental monitoring and other permitting issues. As directed by the County, Consultant shall provide coordination with regulatory agencies and interact with the public on beach renourishment issues. Specific tasks include the following:

A. Project Construction Phase Services

During the construction phase, Consultant shall provide services that include, but are not limited to:

1. Monitoring the mobilization and demobilization of the equipment to and from the project area.
2. Review design, specifications and permit modifications.
3. Review contractor change order requests.
4. Construction inspection services.
5. Provide final certification of project completion to appropriate regulatory agencies.

B. Water Quality Monitoring Services

Consultant shall provide water quality monitoring and reporting, as required by the DEP permit. The County shall, as permitted, comply with State Water Quality Standards and provide reports to the DEP. Consultant shall:

1. Prepare a proposed water quality monitoring program for County review, acceptance and submission to the DEP.
2. Assist County in negotiating acceptance of the program by DEP.
3. Provide field sampling and analysis.
4. Provide daily analysis and reports regarding the water quality monitoring results of the program.
5. Submit reports required by DEP, in compliance with permit requirements. Water quality monitoring as part of the environmental monitoring report, if water quality is monitored by Consultant at stations other than near shore beach sites or the borrow area. Such stations may include locations over the hardbottom (natural reefs), artificial reefs, at passes or within the bay.

C. Environmental Monitoring Services

Consultant shall provide environmental monitoring services, as required, subject to the DEP permit requirements, as follows:

1. Conduct a thorough review of previous monitoring results of the Anna Maria Island area.
2. Provide, as a minimum, the following monitoring: hardbottom (natural reef), artificial reef, bay, sea bird nesting, marine turtle and other habitats in the project area. Hardbottom monitoring may include environmental station establishment, transect establishment, photography, sedimentation and water quality monitoring.
3. Similar monitoring (as detailed above) if required over artificial reef sites.
4. Bay monitoring to address water quality, sedimentation and habitat (such as seagrass bed) monitoring.
5. If nesting sea birds are a permit consideration, monitoring of nesting sites to avoid disturbance.
6. Prepare and submit all environmental monitoring reports required by State and federal permits and approvals.

D. Agency Coordination

Permits, easements, and other approvals will be issued by the State, federal and other governmental agencies. Consultant shall:

1. Coordinate all permitting requirements with the County and the respective government agencies.
2. Assist the County and other affiliated local government agencies relative to local ordinances and resolutions.

**III. POST-CONSTRUCTION PHASE SERVICES**

- A. Upon request by the County, Consultant shall provide post-construction phase services which include
- i. Beach, borrow area and environmental monitoring as required by project permits.
  - ii. Assist the County with any federal coordination efforts, including compliance with operations and maintenance requirements.



- iii. Assist the County in addressing issues such as hot spot development, dune restoration, beach tilling, drifting sand, and other beach re-nourishment project issues.
- B. Environmental Monitoring Services
- As requested by the County, Consultant shall provide environmental monitoring services to include, but not be limited to:
- 1. Continuing environmental monitoring services in the post-construction phase.
  - 2. Comparing monitoring analyses with pre-nourishment, initial nourishment, pre-re-nourishment and re-nourishment construction project phases.
  - 3. Conduct monitoring in accordance with permit requirements and other approvals to meet all environmental monitoring reporting requirements. Monitoring services include hardbottom, water quality, artificial reef, sea turtle nesting, sea bird nesting, bay habitats or other habitat as identified in the permits and approvals.
- C. Beach and Borrow Area Monitoring Services
- As requested by the County, Consultant shall provide beach and borrow area monitoring services to include but not be limited to:
- 1. Conducting topographic and hydrographic surveys of the beach, near shore zone and borrow area for the project area and adjacent shorelines.
  - 2. Comparing survey analyses with pre-nourishment, initial nourishment, pre-re-nourishment and post re-nourishment construction project phases.
  - 3. Integrating the survey information into an evaluation of the beach re-nourishment project performance assessment and borrow area infilling rate.
  - 4. Obtaining sand samples from the beach profile lines identified in the permit and analyze to determine changes in grain size characteristics.
- D. Operation and Maintenance Services
- As requested by the County, Consultant shall provide operations and maintenance services to include but not be limited to:
- 1. Assisting the County in meeting its requirement to USACE to provide operation and maintenance services for the beach re-nourishment project. These operation and maintenance services include, but are not limited to: observations of beach changes, infrastructure issues, right-of-way encroachment, and evaluation of walkways on public lands.
- E. Other Post-Construction Phase Services
- As requested by the County, Consultant shall provide other post construction phase services to include but not be limited to:
- 1. Assisting the County with issues related to beach re-nourishment; beach changes; stormwater drainage and ponding; changes in shell content and issues requiring technical or environmental input.
  - 2. Incorporating data into an annual report for review and approval by County and further distribution to the State and USACE, in accordance with permit requirements.
  - 3. Upon completion of review, prepare annual report in accordance with State format for resubmittal.
- F. Other Preliminary Phase Services

As requested by the County, Consultant shall provide other preliminary phase services to include but not be limited to:

1. Conducting field studies, planning, design and construction services of beach re-nourishment projects within Manatee County related to pre-and post-storm damage assessments requested by State and federal agencies
2. Preparation of documentation required to obtain funding assistance following storm declarations by State and federal entities including the Federal Emergency Management Agency and Army Corps of Engineers.
3. Completing a variety of tasks associated with beach re-nourishment for the Anna Maria Island Beach Restoration Project.

#### **IV. ADDITIONAL SERVICES**

The selected Proposer shall provide other unforeseen marine-related services for projects or activities that may be required in the area of marine and coastal Engineering, marine biology, marine geology, coastal and hydrographic surveying.

#### **V. FUNDING**

Due to the unique nature of the service requirements in this Scope, in most situations, limited County funding will be available to accomplish the services. Therefore, Consultant shall propose the most cost effective solutions to accomplish the services. Consultant shall provide cost effective proposals within short time frames, as requested by County, and commence and complete work within the time constraints of the regulatory approval agencies.

**ATTACHMENT B  
PROPOSAL RESPONSE**

This section identifies specific information which must be contained within the Proposal response and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFQ and which Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Responses.

**B.01 INFORMATION TO BE SUBMITTED**

The contents of each proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

**B.02 PROPOSAL FORMAT**

**A. TAB 1 - INTRODUCTION**

Include the following in Tab 1 of the proposal.

1. A cover page that identifies Proposer, the RFQ by title and the RFQ number.
2. An introductory letter/statement that describe your proposal in summary form (limit 2 pages).
3. A table of contents.

**B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS**

In Tab 2 submit the information and documentation requested that confirms Proposer meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Proposer and/or its subconsultant(s) must possess current, valid licenses and certifications required under Florida Statute to perform engineering services.

**Submit information and documentation from the issuing agency that confirms Proposer and/or its subconsultant(s) meet the following:**

- a. **Certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; or**
- b. **Any licenses and certifications required to perform beach renourishment consulting services.**

3. The Proposer has provided services for beach re-nourishment for at least three (3) clients since May 1, 2014 each of which included at least two of the following components: (i) conducting shoreline and wave modeling procedures, (ii) analyzing accretion and erosional trends for a renourishment project, (iii) acquisition of permits from State and federal agencies, (iv) designing and processing federally funded beach renourishment projects, (v) addressing USACE Disaster Public Law 84-99 studies related to emergency funding, (vi) engineering and consulting services for Beach Renourishment.

**Provide the following information for the three (3) qualifying clients.**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components from list above

4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

**No documentation is required. The County will verify.**

5. Proposer has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

**Proposer must complete Attachment C and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five years.**

6. If Proposer is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.**

7. Proposer has no reported conflict of interests in relation to this RFQ.

**Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.**

**C. TAB 3 – FORMS**

Provide the completed and executed Forms shown below in Tab 3.

1. Form 1, Acknowledgement of Addenda
2. Form 2, Proposal Signature Form
3. Form 3, Public Contracting and Environmental Crimes Certificate
4. Form 4, Conflict of Interest Disclosure Form
5. Form 5, Non-Collusion Affidavit
6. Form 6, Truth in Negotiation Certificate
7. Form 7, Scrutinized Company Certification
8. Form 8, Insurance Statement
9. Form 9, Indemnity and Hold Harmless
10. Form 10.1, Clean Air and Federal Water Pollution Control Acts
11. Form 10.2, Debarment and Suspension
12. Form 10.3, Byrd Anti-Lobbying Amendment
13. Form 10.4, Minority/Women-Owned/Labor Surplus Firms' Participation

**D. TAB 4 - TRADE SECRETS**

Pursuant to Section A.28, Trade Secrets, in Tab 4 identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Proposal that are not being declared as trade secret. NOTE: Proposals cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional copy of its proposal that redacts all designated trade secrets.

**E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION**

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different)  
NOTE: Local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.  
Address  
City, State, Zip  
Phone  
Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this RFQ process to include the following information:

Name  
Phone  
E-mail  
Mailing Address  
City, State, Zip

9. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its partners, employees or sub-consultants is or has been involved within the last three years.
10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

**F. TAB 6 - APPROACH TO BEACH RENOURISHMENT**

Provide Proposer's project approach to include the following:

1. A narrative of the Proposer's approach to the provision of services and an explanation of how this approach meets County objectives and requirements as specified in this RFQ.
2. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Attachment A. If more than one Proposer is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibilities for all components of the services.
3. Details or an example of a relevant project plan.
4. A narrative that clearly demonstrate Proposer's ability and willingness to meet response times and budget/funding requirements.
5. Provide details of Proposer's methodologies and procedures for managing the relationship with federal authorities and local government entities.
6. Proposer shall thoroughly explain:
  - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
  - b. How the proposer physically plans on attending pre-scheduled meetings
  - c. How the proposer plans on ensuring accessibility and availability during the term of the Agreement
7. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Proposer's proposed mitigation procedures for each item.
8. Describe the latest processes that your company is using, that are technically proven and the most cost effective means possible, for erosion control.
9. The County is deeply committed to respecting the environment. Include a detailed description of the Proposer's safety plan to control the environment of the work site during on site operations.
10. Proposers are encouraged to propose the use of as many environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's environmental sustainability initiatives and any products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
11. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required

services.

**G. TAB 7 – ORGANIZATIONAL STRUCTURE AND CAPACITY**

Provide the following information regarding Proposer’s capacity for the provision of services.

1. Specify the location(s), including the complete physical address, where the work for these services will be performed, including work performed by sub-consultants, if applicable.
2. Local Office – Proposer(s) shall describe whether the managing office will be located within the County, 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.
4. Details of Proposer’s staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
5. If Proposer’s staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how sub-consultants will be used and to what extent.
6. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County and indicate their functional relationship to each other.
7. If proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
8. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
9. An explanation, in general terms, of Proposers’ financial capacity to perform the scope of services. If proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
10. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer’s business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County’s audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
11. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership 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.
12. Detail Proposer and any sub-consultant’s current workloads and any projected changes to the workload within the next six months.
13. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer’s capacity to provide the required

services.

**H. TAB 8 – PROPOSER AND TEAM’S EXPERIENCE**

Provide details of Proposer and its team’s experience to include the following:

1. Provide a summary of Proposer’s background, size and years in business.
2. Provide Proposer’s years of experience in Engineering and Consulting Services for Beach Re-nourishment services.
3. Describe Proposer’s experience in Engineering and Consulting Services for Beach Re-nourishment, particularly for other government agencies, within Florida.
4. Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Manatee County prefers that these services be provided by a vertically-integrated multi-disciplinary firm without the use of sub-consultants; however, if sub-consultants are required to complete the scope of services please identify any sub-consultants to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to beach-related services.
6. Describe any significant or unique accomplishments or awards received by Proposer or its sub-consultants in previous similar services.
7. Provide a minimum of three (3) client references for whom Proposer has provided beach re-nourishment engineering and consulting services, who are agreeable to responding to an inquiry by the County. Do not include Manatee County. The County will review its supplier performance records for any similar work provided to the County. References should include the following information:
  - a. Client name
  - b. Client address
  - c. Client contact name
  - d. Client contact phone and fax numbers
  - e. Client contact email address
  - f. Brief description of all services provided (1-2 sentences)
  - g. Performance period (start/end dates)
  - h. Total dollar value of contract

**I. TAB 9 – SIMILAR COMPLETED PROJECTS**

Provide a list of up to fifteen (15) beach renourishment projects, particularly those in Florida, in which Proposer has provided engineering and consulting services as the prime or lead consultant since April 1, 2010. Include the following information:

- a. Organization / Owner name
- b. Address (City/State)
- c. Project Date (start/end)
- d. Proposer’s role in the project
- e. Scope of Work (Brief description 1-2 sentences)
- f. Total project costs



NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section (limit six pages).

ATTACHMENT C  
SAMPLE AGREEMENT



**CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)**

**AGREEMENT No.**

**PROFESSIONAL SERVICES**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**(CONSULTANT)**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “**COUNTY**”, with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as “**CONSULTANT**”, duly authorized to conduct business in the State of Florida with offices located at \_\_\_\_\_.

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONSULTANT to render and perform Professional Services; and

**WHEREAS**, COUNTY caused a public announcement to be made, distributed and published, requesting proposals (RFQ No. \_\_\_\_\_), for the selection of a provider of professional services in the manner set forth in this Agreement. CONSULTANT submitted a proposal and COUNTY conducted a competitive selection procedure in accordance with “Consultant’s Competitive Negotiation Act” codified as section 287.055, Florida Statutes.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**ARTICLE 1. SCOPE OF SERVICES**

CONSULTANT shall provide services to perform Professional \_\_\_\_\_ Services as detailed in **Exhibit “A”**, Scope of Services.

**ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and <number> exhibits, which are as follows:

- Exhibit “A”** Scope of Services
- Exhibit “B”** Fee Rate Schedule / Sub-consultant List and Fee Schedule
- Exhibit “ \_\_\_\_\_ ”** Sample Work Assignment
- Exhibit “ \_\_\_\_\_ ”** Affidavit of No Conflict
- Exhibit “ \_\_\_\_\_ ”** Insurance and Bond Requirements

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

### **ARTICLE 3. COMPENSATION**

- A. Compensation payable to CONSULTANT for services rendered and expenditures incurred in providing the services specified in **Exhibit "A"** shall be established for each written Work Assignment issued in accordance with Article 7.
- B. Compensation to CONSULTANT shall be computed based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.
- C. The fee rates specified in **Exhibit "B"** shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- D. "Task," as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit "A"**.

### **ARTICLE 4. AGREEMENT TERM**

- A. The term of this Agreement shall be for <number> year(s) from date of execution, unless terminated by COUNTY pursuant to Article 6; however, by mutual consent, the Agreement may be extended for up to <number> additional years, not to exceed a total of <number> years.
- B. Any Work Assignments issued during the effective period of this Agreement and not completed within that period, shall be completed by CONSULTANT within the time specified in the Work Assignment. The Agreement shall govern CONSULTANT'S and COUNTY'S rights and obligations with respect to that Work Assignment to the same extent as if the order were completed during the Agreement's effective period.
- C. The terms and conditions of this Agreement shall remain valid beyond any expiration date until all Work Assignments authorized during the Agreement term have been completed.

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

- A. CONSULTANT shall provide COUNTY with an invoice which shall include all compensation due CONSULTANT as of the date of the invoice and in accordance with the following:

1. An Agreement number has been assigned to this Agreement and shall appear on all invoices. Subsequent numbers will be provided to CONSULTANT upon approval of each Work Assignment and transmitted to CONSULTANT electronically. This number shall appear on all invoices.
  2. Total compensation to CONSULTANT for services and reimbursable expense shall not exceed the amounts provided in the Work Assignment. The fee rate (hourly rate) is established in Exhibit B, Fee Rate Schedule. Rates shall be invoiced at a quarter of an hour (each ¼ is a 15 minute interval) intervals.
  3. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the herein described services at a rate of compensation specified in **Exhibit “B”** and as detailed in the applicable Work Assignment. No Work Assignment will be invoiced or billed in a block billing format which is a listing of a group of performed tasks and billed as a single entry or event.
  4. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.
  5. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the Project Manager prior to payment.
  6. In the event Consultant fails to invoice COUNTY within 30 days from the date of the works completion a late fee of 10 percent of the total amount due will be charged and that amount will be deducted from the payment due consultant (subject to a grace period of 10 days). Neither the inclusion of this provision, nor its implementation, shall preclude COUNTY from terminating this Agreement for default or from pursuing any other remedies as provided herein or by law.
- B. All costs of providing the services specified in **Exhibit “A”** shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for the following direct costs:
1. Expense of reproduction beyond the costs associated with providing reports and routine correspondence.
  2. Actual costs incurred for fees not specifically identified to be paid by COUNTY charged in the process of obtaining any required documents outlined in the work as documented by copies of original invoices.
  3. Actual costs incurred for courier service at the request of COUNTY excluding delivery made to Manatee, Sarasota, Pinellas or Hillsborough Counties, at rates not to exceed \$12.00 per package, and shall be documented by copies of original

invoices.

4. In order for both parties to close their books and records, CONSULTANT shall clearly state "Final Invoice" on the last billing to COUNTY, which will indicate that all services have been performed and all charges and costs have been invoiced to COUNTY under this Agreement.

C. Except where **Exhibit "A"** provides that payment shall not be made until a task has been completed or for payment based on actual hours of work, CONSULTANT and Project Manager or his/her designee shall agree monthly on the percentage of completion for each task within the Work Assignment, and CONSULTANT shall provide COUNTY with an invoice based on that agreed upon percentage of completion.

D. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or any other information contained on CONSULTANT's invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 15 of this Agreement.

E. PAYMENT:

1. COUNTY shall remit payment for each invoice within forty-five (45) days of receipt of an acceptable invoice.
2. CONSULTANT shall permit full and open inspection of payroll records and other expenditures in connection with all work upon the request of COUNTY and shall maintain all financial records related to this Agreement for a period of five (5) years after termination or completion of the performance of this Agreement.

**ARTICLE 6. TERMINATION OF AGREEMENT:**

**A. TERMINATION FOR DEFAULT:**

COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement for default (Work Assignments, if applicable) if CONSULTANT fails to:

1. Provide products or services that comply with the specifications herein or that fail to meet COUNTY's performance standards;
2. Deliver the supplies or perform the services within the time specified in the Work Assignments;
3. Make progress so as to endanger the overall performance of this Agreement; or

4. Perform any of the other duties set forth in this Agreement.

Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT through the County Representative as defined in Article 11.A, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

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

In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by COUNTY, CONSULTANT shall:

1. Stop work on the date and to the extent specified;
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
4. Continue and complete all parts of that work that have not been terminated.

#### **B. TERMINATION FOR CONVENIENCE:**

COUNTY, by written notice, may terminate this Agreement, in whole or in part, when it is in COUNTY'S interest. If this Agreement is terminated, COUNTY shall be liable only for goods or services delivered and accepted. COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual Work Assignments or to this Agreement in its entirety.

#### **ARTICLE 7: TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain

transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

#### **ARTICLE 8. WORK ASSIGNMENTS**

- A. CONSULTANT shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in **Exhibit “ ”**. Work Assignments shall be signed by CONSULTANT and COUNTY and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.
- B. Each Work Assignment shall establish the following:
  - 1. A title for the project and a general description of the purpose for the work.
  - 2. The maximum total compensation and reimbursable expenses that will be paid to CONSULTANT by COUNTY upon completion of the Work Assignment.
  - 3. A clear indication of the services to be furnished for a fixed fee and the services to be furnished based upon time and charges provided; however, where services are based upon time and charges, the Work Assignment shall establish the maximum compensation and CONSULTANT shall not exceed the maximum compensation established for such services.
  - 4. From the services specified in **Exhibit “ ”**, the services to be provided under the Work Assignment shall include the unit prices specified in **Exhibit “ ”** and the hours up to the not to exceed amount negotiated for each Work Assignment. Any specific services based upon the maximum compensation and billed based upon actual time and charges shall be clearly identified.
  - 5. An agreed upon date of completion for each Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to completion of the entire Work Assignment, such date



shall be established.

6. Any additional details that may be required to describe the duties and obligations of the parties with respect to a particular Work Assignment.
  7. Any supplementary information, not in conflict with the provisions of this Agreement, such as technical specifications, deliverables associated with the Work Assignment, breakdown of the fees being charged by any sub-consultant or any service provider.
  8. The identification of the person(s) who will serve as CONSULTANT's Project Manager and COUNTY's Project Manager.
- C. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement. COUNTY shall have the right to inspect the work of CONSULTANT at any time.
- D. All final plans, documents, reports, studies and other data prepared by CONSULTANT shall bear the endorsement of a person in the full employ of CONSULTANT.
- E. COUNTY shall be entitled at all times to be advised, at its request, as to the status of work being done by CONSULTANT and of the details thereof and communication shall be maintained by CONSULTANT with representatives of COUNTY.
- F. It shall be the responsibility of CONSULTANT to ensure at all times that sufficient time remains in the project schedule within which to complete services on the project. In the event there have been delays which would affect the Work Assignment completion date, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.
- G. Any Work Assignment, including reimbursable expenses, shall not be effective until one of the following conditions has occurred: a) the Assignment has been approved and signed by the Procurement Official for Assignments under one million dollars (\$1,000,000.00), or b) the Assignment has been approved by the Board of County Commissioners for Assignments over one million dollars

(\$1,000,000.00).

- H. Work Assignments shall not be artificially divided to increase the delegated authority provided to COUNTY's Procurement Official. Separate Work Assignments may be required for services which may be a part of the same project and the provision of two Work Assignments for such a project shall not be considered as an enlargement of the authority delegated to COUNTY Procurement Official.
- I. When the services of CONSULTANT required for any Work Assignment are complete, CONSULTANT shall notify COUNTY in writing. Thereupon COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such written notice of acceptance or exception is not given within such period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall not be construed to be an acceptance of improper, defective or deficient work.

#### **ARTICLE 9. NEGOTIATION OF WORK ASSIGNMENT**

For each project, grouping of substantially similar services and activities for a group of projects, feasibility studies or special projects, COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONSULTANT and in accordance with the rate schedule specified in **Exhibit "B"**. Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONSULTANT be eligible for reimbursement in excess of the amount established in a Work Assignment. COUNTY's Procurement Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized for the particular Work Assignment.

Any additions, deletions or modifications to the sub-consultants listed in "**Exhibit B**" will be handled in accordance with Article .

#### **ARTICLE 10. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S

rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

#### **ARTICLE 11. RESPONSIBILITIES OF COUNTY**

COUNTY shall:

- A. Through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. Make available at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of CONSULTANT, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONSULTANT's work called for by this Agreement.
- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of COUNTY.
- F. Perform activities in this Article at no cost to CONSULTANT.

#### **ARTICLE 12. COUNTY'S PROJECT MANAGER**

The Project Manager, shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT and rendering, in writing, decisions indicating COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY's policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement.
- C. Giving prompt written notice to CONSULTANT whenever COUNTY observes, or

otherwise becomes aware of, any defects or changes necessary in a project.

**ARTICLE 13. AGREEMENT TYPE**

This is an indefinite quantity Agreement for the goods and/or services specified in “**Exhibit A**”, Scope of Services. The quantities of good and/or services specified are unknown. Delivery or performance shall be only as authorized by Work Assignments issued in accordance with the terms of this Agreement. CONSULTANT shall furnish the goods and/or services to COUNTY, when and if ordered. COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

**ARTICLE 14. RESPONSIBILITIES OF CONSULTANT**

CONSULTANT shall:

- A. Appoint (INSERT VENDOR AGENT NAME) as CONSULTANT’s Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT’s Agent shall have the authority without limitation, to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT’s Agent shall have the right, from time to time, to designate such other employees of CONSULTANT as they desire, to serve in their absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required.
- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit “            ”**.
- F. Be entitled to rely upon that information which may be provided from time to time, from COUNTY. However, CONSULTANT shall call to COUNTY’s attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT’s work under this Agreement. COUNTY shall, however, hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information

provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

If CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without the written consent of COUNTY.

COUNTY may require in writing that CONSULTANT remove from the Work any of CONSULTANT's personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Agreement Amount or Contract Time based on COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold COUNTY harmless from and against any claim by CONSULTANT's personnel on account of the use of this provision.

#### **ARTICLE 15. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until an Amendment to this Agreement has been approved and executed by the County Procurement Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount determined to be due and owing.

#### **ARTICLE 16. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT's performance. Such materials shall also be made available to COUNTY for

auditing. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify to COUNTY why it was unable to do so. CONSULTANT shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

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

#### **ARTICLE 17. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S

custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.**

**ARTICLE 18. INDEMNIFICATION**

CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, design professionals and other persons employed or utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

**ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and COUNTY expressly reserves these rights to the full extent allowed by law.

**ARTICLE 20. INSURANCE**

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as **Exhibit "                    "**, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit "                    "** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name

Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.

- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit " ", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

#### **ARTICLE 21. LITIGATION SERVICES**

If notified by the Office of the County Attorney in writing, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY's position in court.
- D. Compensation for litigation services shall not exceed CONSULTANT's Fee Rate Schedule specified in **Exhibit "B"**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe



benefits and operating margin.

- E. CONSULTANT's travel expenses will be submitted and paid in accordance with Section 112.061, Florida Statutes, provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

## **ARTICLE 22. LEGAL RESTRAINTS AND LIMITATIONS**

CONSULTANT acknowledges that COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement, as amended, shall be in compliance with all applicable local, state and federal laws and ordinances.

## **ARTICLE 23. SOLICITATION OF AGREEMENT**

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

## **ARTICLE 24. NON-DISCRIMINATION**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be

excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

**ARTICLE 25. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND**

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to COUNTY. Therefore, in addition to the limitations of Article 14 above, CONSULTANT shall not, without prior written consent of COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONSULTANT, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

**ARTICLE 26. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

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

**ARTICLE 27. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONSULTANT

CONSULTANT shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The County will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

**ARTICLE 28. SUB-CONSULTANTS**

It is expected that CONSULTANT shall have standard in-house capability to provide all

the services required by this Agreement. However, should CONSULTANT find it necessary to call upon the services of sub-consultants, CONSULTANT shall utilize the sub-consultants fees specified in **Exhibit "B"**. CONSULTANT shall also require each sub-consultant to adhere to applicable provisions of this Agreement. The utilization of any sub-consultant by CONSULTANT shall not relieve CONSULTANT from any liability or responsibility to COUNTY pursuant to the provisions of this Agreement, as amended, or obligate COUNTY to the payment of any compensation to the sub-consultant or additional compensation to CONSULTANT. CONSULTANT is required to notify COUNTY of any replacements or additions to **Exhibit "B"** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

## **ARTICLE 29. NOTICES**

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

To COUNTY:           Manatee County Government  
  Department  
  Attn:  
  Address  
  City, State, Zip  
  Phone: (941)  
  Email:

To CONSULTANT:    Consultant Name  
  Attn: Representative Name  
  Address  
  City, State, Zip  
  Phone: (        )  
  Email:

## **ARTICLE 30. PROFESSIONAL LIABILITY**

To the fullest extent allowed by law, the individuals performing professional services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of professional services pursuant to this Agreement.

## **ARTICLE 31. RELATIONSHIP OF PARTIES**

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY

shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with the Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

### **ARTICLE 32. NO CONFLICT**

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

### **ARTICLE 33. ETHICAL CONSIDERATIONS**

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

### **ARTICLE 34. PUBLIC ENTITY CRIMES**

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

### **ARTICLE 35. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

### **ARTICLE 36. HEADINGS, CONSTRUCTION**

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

**ARTICLE 37. TAXES**

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

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

**ARTICLE 38. FORCE MAJEURE**

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

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

**ARTICLE 39. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**ARTICLE 40. GOVERNING LAW, JURISDICTION AND VENUE**

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

**ARTICLE 41. ATTORNEY FEES**

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

**ARTICLE 42. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the Professional Services.

**ARTICLE 43. NO THIRD-PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**ARTICLE 44. AMENDMENTS**

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

**ARTICLE 45. TIME**

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

**ARTICLE 46. AUTHORITY TO EXECUTE**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this **Agreement No.**  
**for PROFESSIONAL SERVICES** to be duly executed by their authorized  
representatives:

**CONSULTANT NAME**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title of Above Signer

Date: \_\_\_\_\_

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**  
Scope of Services



**Exhibit "B"**

Fee Rate Schedule / Sub-consultant List and Fee Schedule

**EXHIBIT “            ”**  
**SAMPLE WORK ASSIGNMENT**  
AGREEMENT NO. \_\_\_\_\_

WORK ASSIGNMENT NUMBER: \_\_\_\_\_

Pursuant to the Manatee County, Florida, Agreement for Professional \_\_\_\_\_ Services entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Insert Consultant name \_\_\_\_\_, hereinafter referred to as "CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of or rendering of services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: \_\_\_\_\_

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform tasks as more specifically detailed in Attachments 1 through 3 as follows:

- Attachment 1, Scope of Services
- Attachment 2, Hourly Fee Schedule
- Attachment 3, Schedule

Compensation to CONSULTANT for rendering all of the above identified services and products shall not exceed \$\_\_\_\_\_. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description # \_\_\_\_\_ - \$ \_\_\_\_\_

Task/Description #            - \$ \_\_\_\_\_

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

CONSULTANT agrees to perform or render services in accordance with the Agreement No. \_\_\_\_\_ for Professional \_\_\_\_\_ Services and this Work Assignment.

**CONSULTANT NAME, Consultant**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MANATEE COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT**

**AFFIDAVIT OF NO CONFLICT**

**AGREEMENT No.**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, with full authority to bind INSERT VENDOR NAME (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. \_\_\_\_\_ for \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Commission No. \_\_\_\_\_

**EXHIBIT “ \_\_\_\_\_ ”**

**INSURANCE AND BOND REQUIREMENTS**

The Consultant will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Consultant shall obtain and submit to the Procurement 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): Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability:</b></p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.            \$ <u>1,000,000</u> combined single limit; OR            \$ <u>500,000</u> bodily injury <u>and</u> \$ <u>500,000</u> property damage.            \$10,000 Personal Injury Protection (No Fault)            \$ <u>1,000,000</u> Hired, Non-Owned Liability            \$10,000 Medical Payments.  <i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability: (Per Occurrence form only; claims-made form is not acceptable)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form.            \$ <u>1,000,000</u> single limit per occurrence;            \$ <u>2,000,000</u> aggregate            \$<u>1,000,000</u> Products/Completed Operations Aggregate            \$ <u>1,000,000</u> Personal and Advertising Injury Liability            \$ <u>100,000</u> Fire Damage Liability            \$ <u>100,000</u> Medical Expense, and            \$ <u>1,000,000</u>, Third Party Property Damage.            \$_____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)  <i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability</b></p>	<p>\$<u>100,000</u> each accident            \$<u>500,000</u> disease each employee            \$<u>100,000</u> disease policy limit</p>

<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act coverage</b></p> <p><input type="checkbox"/> <b>Jones Act coverage</b></p>	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</p> <p><u>Note:</u> Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><b>OTHER INSURANCES</b></p>	<p><b>REQUIRED LIMITS</b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability</b></p>	<p>\$ _____ single limit, per occurrence</p> <p>Coverage shall be carried in limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate if applicable to the completion of the services under this Agreement.</p>
<p>6. <input type="checkbox"/> <b>Installation Floater</b></p>	<p>If the resulting Agreement <b>does not</b> 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 "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p>
<p>7. <input type="checkbox"/> <b>Pollution Liability</b></p>	<p>\$ _____ per occurrence</p>
<p>8. <input type="checkbox"/> <b>Professional Liability and/or</b></p>	<p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than</p>

<p><b>Errors and Omissions (E&amp;O) Liability</b></p>	<p><u>\$1,000,000</u> Each Claim, <u>\$1,000,000</u> Policy Aggregate.</p>
<p>9. <b>Builder's Risk Insurance</b> <input type="checkbox"/></p>	<p>When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than <u>\$10,000</u>.</p>
<p>10. <b>Cyber Liability</b> <input type="checkbox"/></p>	<p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than</p> <p>\$_____ Security Breach Liability  \$_____ Security Breach Expense (each occurrence)  \$_____ Security Breach Expense (aggregate)  \$_____ Replacement or Restoration of Electronic Data  \$_____ Extortion Threats  \$_____ Business Income and Extra Expense  \$_____ Public Relations Expense</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p>

<p>11. <input type="checkbox"/> Hazardous Materials Insurances (as noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by Florida or Federal law or rules of regulations.</p> <p><input type="checkbox"/> <b>Pollution Liability</b> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Disposal</b> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident. The Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. The Successful Proposer must also provide the EPA Identification Number.</p>
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<p><b>12.</b> <input type="checkbox"/> <b>Liquor Liability</b></p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p>
<p><b>13.</b> <input type="checkbox"/> <b>Garage Keeper's Liability</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract. Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage</p>
<p><b>14.</b> <input type="checkbox"/> <b>Bailee's Customer</b></p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p>
<p><b>15.</b> <input type="checkbox"/> <b>Watercraft</b></p>	<p>\$_____ per occurrence</p>
<p><b>16.</b> <input type="checkbox"/> <b>Payment and Performance Bond</b></p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.  NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved by Risk: \_\_\_\_\_

Date: \_\_\_\_\_

## INSURANCE REQUIREMENTS

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Consultant, his agents, representatives, and employees; products and completed operations of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Consultant shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Consultant's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Consultant's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Consultant for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Consultant shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Consultant will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. Consultant shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. Consultant agrees that should at any time Consultant fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  - f. The Consultant waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The Consultant has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the Consultant's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Consultant shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Consultant shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Consultant's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Consultant understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Consultant's obligation to provide and maintain the insurance coverage specified.

- IV. The enclosed Hold Harmless Agreement shall be signed by the Consultant and shall become a part of the contract.
- V. Consultant understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

**VII. BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a proposal, the proposer agrees should its 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 County enters into an agreement with a proposer, or if County rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the Consultant shall obtain, for the benefit of and directed to County, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Consultant 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 Consultant to provide the Payment and Performance Bond shall be approved by County prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Consultant 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.

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

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

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with County. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the Consultant. Failure of the Consultant to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible proposer or re-advertise this RFP.

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

### PROPOSER'S INSURANCE STATEMENT

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

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Proposer's  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

***Please return this completed and signed statement with your proposal.***

**Attachment D**  
**Special Provisions –Federal Grants**

RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

**1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Offerors for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Offeror must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Offeror shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Offeror listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFO in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Offerors for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Offeror, successful Offeror shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
  2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
  3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
  4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
  5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFQ prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Offeror, successful Offeror's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
  2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
  3. The cost plus a percentage of cost method will not be used.

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