

**REQUEST FOR PROPOSAL 16-2409GD**  
**CONSULTING SERVICES FOR FEDERALLY FUNDED PROJECTS**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Consulting Services For Federally Funded Projects defined in this Request For Proposal.

**DATE, TIME AND PLACE DUE:** Proposals will be received until **August 10, 2016 at 3:00 P.M.** at which time they will be **publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.** All interested parties are invited to attend this opening.

**DEADLINE FOR CLARIFICATION REQUESTS:** **July 30, 2016 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential proposers, while ensuring an expeditious transition to a final agreement.

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**Important: A prohibition of lobbying is in place. Please review Section A.09 carefully to avoid violation and possible sanctions.**

**AUTHORIZED CONTACT:**

Greg Davis, Contracts Negotiator  
(941) 749-3037, Fax (941) 749-3034  
Email: [gregory.davis@mymanatee.org](mailto:gregory.davis@mymanatee.org)  
Manatee County Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE: DWW

**REQUEST FOR PROPOSAL 16-2409GD  
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**SECTION A  
INSTRUCTIONS TO PROPOSERS**

Proposals may be presented by a single business entity, joint venture, partnership or corporation. In order to receive consideration, proposers must comply with the following instructions.

**A.01 PUBLIC SEALED PROPOSAL OPENING**

Sealed proposals will be **publicly opened** at **Manatee County Purchasing Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205**, in the presence of County officials at the time and date stated, or at such time as the final call for proposals is made. All proposers or their representatives are invited to attend the sealed proposal opening.

No review or analysis of the proposals will be conducted at the public opening. Manatee County will receive proposals at the time and date stated and will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside.

Any proposals received after the final call for proposals has been made will not be considered. It will be the sole responsibility of the proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer will be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail 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.02 SEALED & MARKED PROPOSAL**

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

Your complete proposal package will be submitted in one sealed package addressed from your company (name and address) and clearly marked on the outside **"Sealed Request For Proposal 16-2409GD Consulting Services For Federally Funded Projects"** and addressed to:

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

**A.03 SECURING PROPOSAL DOCUMENTS & ADDENDA**

Request for Proposals and all documents issued pursuant to the Request for Proposal are available for download at no charge at [mymanatee.org](http://mymanatee.org) by clicking on "Bids and Proposals" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use 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.

Complete copies of the Request for Proposal and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 8:00 AM and 5:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs Manatee Chamber of Commerce of all active solicitations, who then distributes the information to their members.

If any addenda are issued to this Request for Proposal, Manatee County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

It will be the responsibility of each proposer, prior to submitting their proposal, to contact Manatee County Purchasing Division at (941)749-3014, to determine if addenda were issued and to acknowledge receipt of same on Attachment A, Proposal Signature Form.

#### **A.04 PROPOSAL EXPENSES**

Any and all expenses for making and submitting proposals to Manatee County are to be borne by the proposer.

#### **A.05 CLARIFICATION PERIOD**

Each proposer will examine all Request for Proposal documents and will judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal will be made in writing and sent to the Manatee County Purchasing Division. Manatee County will not be responsible for oral interpretations given by any County employee, representative, or others.

**A.06 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 Manatee County, such information was intended to mislead County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal. Such proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to and from submitting any future bids or proposals to supply goods or services to Manatee County.

**A.07 WITHDRAWAL OR REVISION OF PROPOSALS**

A proposal which is submitted prior to the deadline may be withdrawn or revised anytime prior to but not after the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the proposer's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with Manatee County Purchasing Division before the deadline of receipt for proposals. The withdrawal of a proposal will not prejudice the right of the proposer to submit a new proposal, provided the proposer can submit the new proposal by the deadline stated herein.

Once a proposal is opened, Manatee County will not accept any request by any proposer to correct errors or omissions in the proposal.

**A.08 JOINT VENTURES**

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of Business and Professional Regulation and any other state or local licensing agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

**A.09 LOBBYING**

After the issuance of any Request for Proposal, prospective proposers, or any agent, representative or person acting at the request of such proposer will not contact, communicate with or discuss any matter relating in any way to the Request For Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of a Request for Proposal and ends upon execution of the final contract or when the proposal has been cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Laws.

**A.10 EXAMINATION OF OFFER**

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



**A.11 RESERVED RIGHTS**

Manatee County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the due date may or may not be rejected by County depending on available competition and timely needs of Manatee County. County reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of County.

County will be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision will be final. Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information County deems necessary to make this determination will be provided by the proposer. Such information may include, but will not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

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

**A.12 APPLICABLE LAWS**

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

**A.13 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. 85-8012622206C-6); therefore, the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. Nothing herein will affect the proposer's normal tax liability.

The successful proposer will be responsible for the payment of taxes of any kind and character 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 during the performance of the work. Nothing herein will affect the proposer's normal tax liability.

**A.14 SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000.00, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1,000,000.00 or more, the company must certify that the 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.

**A.15 COLLUSION**

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

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

**A.16 CODE OF ETHICS**

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

**A.17 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.18 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.19 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 Proposal 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.20 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.21 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this RFP become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, 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.

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a proposal.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, [debbie.scaccianoce@mymanatee.org](mailto:debbie.scaccianoce@mymanatee.org), Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**



Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by public agency to perform the service.
- 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 contractor 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 contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **A.22 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes; therefore, all documents, materials, and data submitted to any solicitation as part of a Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials and data submitted in response to the Request for Proposal shall belong exclusively to the 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 identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

- a. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action 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;
- b. That to the extent that the proposal with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- c. To indemnify and hold the 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 the County's non-disclosure of the trade secret materials.
- d. 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 the 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.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer is not acceptable to the County and will result in a determination that the proposal is non-responsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

## **A.23 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):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.

2. 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 the County.

3. 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 the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any 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 the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:

- (A) The property owner or leaseholder; or
- (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release 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 the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
2. Threat assessments conducted by any agency or any private entity;
3. Threat response plans;
4. Emergency evacuation plans;
5. Sheltering arrangements; or
6. Manuals for security personnel, emergency equipment, or security training.

#### **A.24 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 verified as eligible to work in the United States shall be employed under this contract.**

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

If County has reasonable objection to any subcontractor, the county may request the successful proposer to submit an acceptable substitute without an increase in contract sum or contract time.

If successful proposer declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified proposer that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful proposer declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful proposer shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

#### **END SECTION A**



## **SECTION B** **SCOPE OF SERVICES**

### **B.01 BACKGROUND INFORMATION**

Manatee County expects that this Request for Proposals will result in an award of contract(s) to provide **Consultant Services For Federally Funded projects**, as required by Manatee County. Terms of the Agreement(s) shall be for a period of three (3) years from the effective date of the Agreement(s), with the possibility of extensions of two (2) one year periods up to an aggregate total of five (5) years at the sole discretion of the County, providing Consulting Services.

### **B.02 GENERAL REQUIREMENTS**

Proposer(s) shall prepare various assessments/plans/reports such as Environmental Assessments, Annual Action Plans, Five-Year Consolidated Plans, Consolidated Annual Performance and Evaluation Reports (CAPER), Analysis of Impediments to Fair Housing Choice, or other similar documents that are required for recipients of federal funding by the Federal Government. The successful proposer must furnish the County with both hard copies and electronic copies of the finished product. Electronic copies must be provided in a format that is compatible with and can be manipulated by the Microsoft Office Software Suite.

#### **B.02.1 Environmental Assessments**

The U.S. Department of Housing and Urban Development (HUD) requires full Environmental Assessments for large projects, controversial projects or projects with findings of significant impacts. The Environmental Assessment addresses the need for a proposed project, alternatives to the project and the environmental impacts of both the proposed and alternative projects. Title 24, Part 58 of the Code of Federal Regulations outlines the requirements for an Environmental Assessment, which must be performed before using HUD funds on all projects that do not qualify as exempt or categorically excluded. At minimum, an Environmental Assessment should address the following:

- Airport Clear Zones
- Air Quality
- Coastal Zone Management
- Endangered Species
- Environmental Justice
- Explosive and Flammable Operations
- Farmland Protection
- Flood Insurance
- Floodplain Management and Wetlands Protection
- Hazardous, Toxic or Radioactive Substances
- Historical Properties

- Noise Abatement and Control
- Sole Source Aquifers
- Wild and Scenic Rivers

For additional information, please see the attachment entitled "Environmental Review Requirements" and/or HUD's website at [www.hud.gov/offices/cpd/environment/review/](http://www.hud.gov/offices/cpd/environment/review/).

### **B.02.2 Annual Action Plans**

The Annual Action Plan serves as Manatee County's grant application to HUD for participation in the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. In order to receive annual CDBG/HOME entitlement allocations, eligible communities must submit an Annual Action Plan each year, which is consistent with the eligible communities' Five-Year Consolidated Plan. The Annual Action Plan is required by Title 24, Part 91.220 of the Code of Federal Regulations, serves as a budget for expenditures for the program year, and at minimum should include the following:

- Executive Summary
- Citizen Participation
- Resources
- Annual Objectives
- Description of Activities
- Geographic Distribution/Allocation Priorities
- Annual Affordable Housing Goals
- Public Housing
- Homeless and Special Needs
- Barriers to Affordable Housing
- Other Actions
- Program Specific Requirements
- CDBG
- HOME
- HOPWA (Housing Opportunities for Persons With Aids)
- ESG (Emergency Shelter Grants)

For additional information, please see the attachment entitled "Annual Action Plan" and/or HUD's website at [www.hud.gov/offices/cpd/about/conplan/toolsandguidance/cpmp/instructions/step3/](http://www.hud.gov/offices/cpd/about/conplan/toolsandguidance/cpmp/instructions/step3/).

### **B.02.3 Five-Year Consolidated Plans**

Title I of the National Affordable Housing Act established the requirement for states and local governments applying for direct assistance under certain HUD programs to have a HUD approved Consolidated Plan. The Consolidated Plan is a collaborative process whereby a community establishes a unified vision for community

development. The Consolidated Plan serves as a five-year strategic plan for housing, community development, community services and economic development activities funded through the CDBG Program. A complete Consolidated Plan contains information required by Title 24, Part 91.200 through Part 91.230 of the Code of Federal Regulations, and at minimum should include the following:

- Consolidated Plan Time Period
- Executive Summary
- Managing the Process
- Consultation
- Citizen Participation
- Housing and Homeless Needs
- Housing Needs
- Homeless Needs
- Non-Homeless Special Needs
- Lead-Based Paint
- Housing Market Analysis
- Housing Market Analysis
- Public and Assisted Housing
- Homeless Inventory
- Special Needs Facilities and Services
- Barriers to Affordable Housing
- Strategic Plan
- General Priority Needs Analysis and Strategies
- Specific Objectives
- Housing
- Priority Housing Needs
- Specific Objectives/Affordable Housing
- Public Housing Strategy
- Homeless
- Priority Homeless Needs
- Homeless Strategy
- Specific Objectives/Homeless
- Non-Homeless Special Needs
- Priority Non-Homeless Needs
- Specific Special Needs Objectives
- Community Development
- Priority Community Development Needs
- Specific Community Development Objectives
- Community Development/Public Facilities Objectives
- Community Improvements/Public Facilities Objectives
- Community Development/Public Services Objectives
- Community Development/Economic Development Objectives
- Neighborhood Revitalization Strategy Areas
- Barriers to Affordable Housing
- Lead-Based Paint

- Antipoverty Strategy
- Institutional Structure
- Coordination
- Monitoring
- Housing Opportunities for People with Aids (HOPWA)
- Specific HOPWA Objectives
- Other Narratives and Attachments
- Action Plan
- Executive Summary
- Citizen Participation
- Resources
- Annual Objectives
- Description of Activities
- Geographic Distribution/Allocation Priorities
- Annual Affordable Housing Goals
- Public Housing
- Homeless and Special Needs
- Barriers to Affordable Housing
- Other Actions
- Program Specific Requirements
- CDBG
- HOME
- HOPWA
- Other Narratives and Attachments

For additional information, please see the attachment entitled "Consolidated Plan" and/or HUD's website at [www.hud.gov/offices/cpd/about/conplan/](http://www.hud.gov/offices/cpd/about/conplan/).

#### **B.02.4 Consolidated Annual Performance and Evaluation Reports (CAPER)**

HUD Grantees must submit a CAPER within 90 days after the end of their program year. The CAPER provides detailed financial and beneficiary information for the program year and explains how a jurisdiction is carrying out its housing and community development strategies, projects and activities. At minimum, the CAPER should include the following:

- Introduction
- Executive Summary
- Summary of Resources and Distribution of Funds
- Three- Five Year Plan Assessment of Progress
- Assessment of Annual Progress
- Affirmatively Furthering Fair Housing
- Affordable Housing
- Continuum of Care
- Other Actions in Strategic Plan or Action Plan Taken



- Leveraging Resources
- Citizen Comments
- Self Evaluation
- Monitoring
- Program Narratives for CDBG Funding Received
- Assessment of Relationship of CDBG Funds to Goals and Objectives
- Changes in Program Objectives
- Assessment of Efforts in Carrying Out Planned Actions
- Use of CDBG Funds for National Objectives
- Anti-displacement and Relocation
- Low/Mod Job Activities
- Program Income Received
- Prior Period Adjustments
- Loans and Other Receivables
- Lump Sum Agreements
- Neighborhood Revitalization Strategies
- Program Narratives for HOME Funding Received
- Assessment of Relationship of HOME Funds to Goals and Objectives
- HOME Match Report
- Home MBE and WBE Report
- Assessment
- Program Narratives for HOPWA Funding Received
- Assessment of Relationship of HOPWA Funds to Goals and Objectives
- Part 1: Grantee Executive Summary
- Grantee and Community Overview
- Annual Performance under the Action Plan
- Barrier and Trends Overview
- Unmet Housing Needs: Assessment of Unmet Housing Needs
- Part 2: Sources of Leveraging
- Part 3: Accomplishment Data – Planned Goal and Actual Outputs
- Part 4: Summary of Performance Outcomes
- Housing Stability: Assessment of Client Outcomes on Maintaining Housing Stability (Permanent Housing and Related Facilities)
- Prevention of Homelessness: Assessment of Client Outcomes on Reduced Risks of Homelessness (Short-Term Housing Assistance)
- HOPWA Outcomes on Access to Care and Support
- Part 5: Determining Housing Stability Outcomes
- Part 6: Certification of Continued Usage for HOPWA Facility-Based Stewardship Units (ONLY)
- Public Participation
- Other Attachments and Narratives

For additional information, please refer to the attachment entitled "End of Year Reporting" and/or HUD's website at [www.hud.gov/offices/cpd/about/conplan/toolsandguidance/cpmp/instructions/step4/](http://www.hud.gov/offices/cpd/about/conplan/toolsandguidance/cpmp/instructions/step4/)

### **B.02.5 Affirmatively Furthering Fair Housing (AFFH)**

Affirmatively Furthering Fair Housing (AFFH) is a requirement of the Consolidated Plan (24 CFR 91). The regulations require that each jurisdiction submit a certification to HUD that it is affirmatively furthering fair housing by conducting an analysis of impediments to fair housing choice, taking actions to overcome the impediments identified, and maintaining records of the analysis and actions taken. The Affirmatively Furthering Fair Housing must be updated at the beginning of a new Consolidated Plan five-year planning cycle. At minimum, the AI should include the following information:

- Introduction and Executive Summary of the Analysis
- Who Conducted
- Participants
- Methodology Used
- How Funded
- Conclusions
- Jurisdictional Background Data
- Demographic Data
- Income Data
- Employment Data
- Housing Profile
- Maps
- Other Relevant Data
- Evaluation of Jurisdiction's Current Fair Housing Legal Status
- Fair housing complaints/compliance reviews resulting in a charge/finding of discrimination by the Secretary
- Fair housing suits filed by the Dept. of Justice or private plaintiffs
- Reasons for trends/patterns
- Discussion of other fair housing concerns/problems
- Identification of Impediments to Fair Housing Choice
- Assessment of Current Public and Private Fair Housing Programs and Activities in the Jurisdiction
- Conclusions and Recommendations
- Signature Page

For additional information, please refer to the attachment entitled "Fair Housing Planning Guide" and/or HUD's website at [www.hud.gov/offices/fheo/images/fhpg.pdf](http://www.hud.gov/offices/fheo/images/fhpg.pdf)

**B.02.6 Other Requirements- Section 3 Clause (24CFR, Section 135.38)****SECTION 3 REQUIREMENTS**

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

1. All contractors/subcontractors must attempt to fill at least 30% of newly created positions with Section 3 residents.
2. All prime contractors must attempt to award at least 25% of the total cost all subcontracts for Section 3 covered contracts to Section 3 businesses.
3. A combination of 1 and 2 above

**Demonstrating Compliance with Section 3 Resident Requirements**

All contractors and subcontractors must attempt to provide training and/or employment opportunities, as prioritized below, for at least thirty percent (30%) of newly created positions required for the project:

- i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents)
- ii. Participants in HUD Youthbuild Programs (category 2 residents)
- iii. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located iv. Other Section 3 residents

**Demonstrating Compliance with Section 3 Business Requirements**

All prime contractors must attempt to award subcontracts to Section 3 businesses whenever feasible, as prioritized below:

- i. A business that is 51 percent or more owned by Section 3 residents; or
- ii. A business whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business were Section 3 residents; or
- iii. A business that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to businesses that meet the qualifications set forth in paragraphs 1 & 2 above.

Manatee County is required to document Section 3 employment/training

opportunities annually, on the Section 3 Summary Report, Economic Opportunities for Low- and Very Low Income Persons; Form HUD 60002 (Section H). Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report with the first certified payrolls for each project. During the duration of the project, subsequent reports may be required to document any additional Section 3 hiring.

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in job training or creation. The proposer/bidder selected for this project will be required to submit a Section 3 Plan for each contractor/subcontractor, which includes but is not limited to all efforts that will be undertaken to address Section 3 requirements, such as names and payroll histories of existing employees that will be utilized for the project, hiring needs by job classification, and efforts to secure Section 3 business concerns/residents.

For assistance in obtaining Section 3 status, contractors can contact the Manatee County Neighborhood Services Department (Bill O'Shea) at (941) 748-4501, extension 6858 for information. Section 3 status is not a requirement for award of this contract, but will be given preference in award evaluation.

#### **B.02.7 Compliance with Federal Laws**

- a) Equal Employment Opportunity- Contractor is required to comply with EO 11246, "Equal Employment Opportunity," as amended by E.O 11246, Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR, Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."; and
- b) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Pat 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled; and
- c) Rights to Inventions Made Under a contract or agreement- Contractor is required to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD; and



- d) Byrd Anti-Lobbying Amendment (31 U.S.C., 1352)-Contractor is required to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award; and
- e) Debarment and Suspension (E.O.s 12549 and 12689-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O.12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees; and
- f) Drug-Free Workplace Requirements- The Drug-Free Workplace Act of 1988 (42U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act and with HUDs rules at 24 CFR part 24, subpart F; and
- g) Section 3 Clause -All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause as stated in the RFP):
  - 1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would

prevent them from complying with the Part 135 regulations.

3. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance; Section (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic

enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section(b).

**B.02.8**      **Project Control**

The Proposer shall:

Develop and maintain a project reporting system for tracking all critical events, both scheduled and actual, for the projects and submitting required reports to granting/regulating agencies, as required. Said reports shall also be submitted to the Contract Manager for review, prior to submittal to the various Agencies, on an as required basis.

As a minimum, participate in project meetings on an as required basis with the Contract Manager to relate current status of overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions and recording and distribution of meeting minutes.

**B.02.9**      **Quality Control**

The Proposer shall:

Provide quality assurance and performance tracking of each project.

Insure delivery schedules and the integrity of the products.

The Proposer shall be responsible for errors and omissions to the plans and specifications.

**B.02.10**      **Personnel**

The Proposer shall provide a full cadre of qualified personnel as necessary to effectively carry out its responsibilities under this Request for Proposal. The Consultant shall utilize only competent personnel, who are qualified by experience and education, and who are acceptable to the Contract Manager. The Consultant shall not make changes in the professional personnel working on activities pursuant to the Contract without the written approval of the County's Contract Manager.

**END SECTION B**

## **SECTION C**

### **FORM OF PROPOSAL**

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.04**, identifying the response to each specific item.

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

#### **C.01 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED**

C.01.2 To qualify for any consideration, the Proposer(s) must present proof of any **licensing** or certification which will be required by law to perform the services set out in Section B Scope of Services.

C.01.2 Provide a **cover page**, general introductory statement and table of contents.

C.01.3 Provide a description of Proposers' **general qualifications** and the general qualifications for all parties to the Proposer. General qualifications shall include background and size, corporate location and contact information, legal status, and experience in providing the service enumerated in this Request for Proposal.

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

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

#### **MINIMUM EXPERIENCE TO BE CONSIDERED**

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

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

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

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

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

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

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

## **C.02 ADMINISTRATIVE SUBMITTAL**

- a. Proposal Signature Form (Attachment A)
- b. Public Contracting and Environmental Crimes Certification (Attachment B)
- c. Joint Venture Agreement (Section A.08), if applicable
- d. Drug- Free Work Place (Attachment C)
- e. Anti-Lobbying Form (Attachment D)

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

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

- C.03.1 Provide a description of each Proposers' **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service



enumerated in this Request for Proposal.

- C.03.2 Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting Proposer(s)**. Please include a discussion of the employment, subcontracting, and support services contracting which would be procured within Manatee County.
- C.03.3 Provide an **explanation of the proposers' legal capacity** to perform all facets of the scope of services. Include a description of corporate or other structure and governance, and detail the legal capabilities of proposer(s) relevant to performing the scope of services. If more than one proposer is teaming up to file a proposal, any prior work any two or more joint proposers have performed before should be detailed.

Disclose all general partners, all limited partners with ownership of 20% or more and all stockholders with ownership of 20% or more. In the case of an LLC, disclose the Principal and the managing member and all other members.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either 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.

- C.03.4 Provide any and all information concerning 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 subcontractors is or has been involved within the last three years.
- C.03.5 **Ability of the Professional Personnel:** Identify the qualifications and experience of the principal(s) of the firm, its key personnel and sub-consultants who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- a. Full Name
- b. Title
- c. Professional credentials
- d. Area of expertise, individual's roles and duties in providing services
- e. Office address
- f. Email address
- g. Telephone number

- h. Personalized resumes which identify the qualifications, training and experience of each key personnel.
- C.03.6 Submit a **staffing level statement** for the project detailing how many total employees work for each team at any one time, including temporary and part-time employees.
- C.03.7 **Past Performance:** Provide relevant past project experience, of the Proposer and sub-consultants with projects that indicate proficiency in similar work, specifically CDBG experience, as well as Parks and Transportation.
- C.03.8 **Willingness to Meet Time and Budget Requirements:** State your firm's willingness to meet the project's schedule and funding requirements as defined for work assignments.
- C.03.9 **Recent, Current, and Projected Workload:** List all projects handled by your firm during the past five (5) years and identify the volume of work previously awarded by Manatee County.
- C.03.10 **Certified Minority Business Enterprise:** State if your firm is a certified Minority Business Enterprise and, if so, provide a copy of that certification.
- C.03.11 **Location:** Identify the office location responsible for this proposed project and the office location of the staff that will be assigned to this proposed project if different.
- C.03.12 **Local Office.** Gaining maximum economic impact is paramount. Proposer(s) should therefore 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.
- C.03.13 Disclose **any ownership interest in other entities** involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- C.03.14 **Provide authorization for a Manatee County auditor and/or financial analysts to have access to your financial records at the primary location of the business entity** explained in response to item C.03.6, or such other location as may be agreed, for the purposes of verifying your

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

**C.03.15 Project Approach:** Provide a narrative describing your understanding of the scope of services and your approach in the performance of the services outlined in this RFP.

**C.03.16 Additional Information:** Propose a term (duration) of the agreement. Identify any general business terms that are proposed. Identify if Proposer has taken any exception to the terms of this Request for Proposal. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Submit any other additional information which would assist County in the evaluation of your proposal.

#### **C.04 ENVIRONMENTAL SUSTAINABILITY**

All proposers are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

In addition, the proposer will submit a summary of their environmental sustainability initiative along with their proposal. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

#### **END SECTION C**

## **SECTION D** **EVALUATION OF PROPOSALS**

### **D.01 EVALUATION FACTORS**

Evaluation of proposals will be conducted by an evaluation committee. The evaluation committee's goal will be to identify the proposal(s) which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. The committee will consider the information requested in Section C for each responsive proposal submitted to ascertain the perceived ability of the proposer(s) to perform the scope of services as stated in this Request for Proposal. Once all proposals have been reviewed pursuant to the criterion in Section C, the evaluation committee will determine from the responses to this Request for Proposal and subsequent investigation as necessary, the proposer(s) most qualified to be recommended to negotiate an agreement.

Unless noted, no weight is assigned to the evaluation factors.

A point assessment evaluation process has been mandated by the Housing and Urban Development (HUD), Community Development Block Grant (CDBG) which is providing the Grant funding for this services. To comply with this mandate the evaluation factors and weight of each evaluation factor shall be:

<u>Evaluation</u>	<u>Maximum Raw Points</u>
1. Professional Qualifications	25
2. Parks and Transportation Experience	20
3. References from Previous Clients	15
4. Ability to meet deadlines/budgets	10
5. Current/Projected Workload	10
6. Key Personnel	10
7. CDBG Previous Experience	5
8. Certified MBE or Section 3 Status	5
<u>Maximum Total Raw Points</u>	<u>100</u>

### **D.02 REVIEW OF PROPOSERS AND PROPOSALS**

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

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

#### **D.03 PRELIMINARY RANKING**

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

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

- review responses pursuant to the evaluation factors stated herein;
- short list proposers;
- recommend oral interview/presentation/product demonstrations;
- recommend commencement of negotiations;
- recommend rejection of proposals received; and/or,
- receive written clarification of proposal.

The evaluation committee's overarching goal is to identify the proposal which will best meet the overall needs of Manatee County as determined from the proposals received and subsequent investigation by the County.

#### **D.04 RANKING:**

Review shall be conducted with responsible Proposers who may be reasonably susceptible of being selected for award, for the purposes of clarification to assure full understanding of and conformance to the solicitation requirements. Firms responding to this RFP shall be available for presentation/interviews to the Selection Committee and/or Board of County Commissioners upon notification from the Purchasing Office of the time and date determined by the County

Individual Selection Committee Members shall determine raw points for each proposer based on the evaluation factors listed in paragraph C.01. Only whole points will be assessed, and no more than the maximum raw points afforded to each evaluation factor.

To balance any extremes in the assignment of raw points by any Individual Selection Committee Member, the sum of the raw points will be used to determine a score as follows:

highest raw point score	= 10 points
2nd highest raw point score	= 9 points
3rd highest raw point score	= 8 points
4th highest raw point score	= 7 points



and shall continue in similar progression for the number of proposers to be ranked.

**D.05 RECOMMENDATION FOR NEGOTIATION**

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

Manatee County will post the Intent to Negotiate in the same manner as the original RFP document was posted (refer to Section A.03) prior to commencing negotiations with the selected proposer(s).

**END SECTION D**

## **SECTION E**

### **NEGOTIATION OF THE AGREEMENT**

#### **E.01 GENERAL**

The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.

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 Proposal whether or not the proposal is accepted.

All products and papers produced in the course of this solicitation and the envisioned engagement become the property of Manatee County.

#### **E.02 AGREEMENT**

The selected proposer(s) will be required to negotiate an agreement in a form and with provisions acceptable to Manatee County.

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

#### **E.03 AWARD**

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

The parties will negotiate the terms and conditions of the agreement, which may or may not include renewal, assignment, termination, insurance, auditing or any other relevant contractual term and the circumstances in which it may be renewed, assigned or terminated.

### **END SECTION E**

## SECTION F

### INSURANCE AND BONDING REQUIREMENTS

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

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>1,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>100,000</u> single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. <input type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ (to be completed by Risk Manager) 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 bidder 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>c. <input type="checkbox"/> Maritime Coverage (Jones Act)</p>

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

Insurance / Bond Type	Required Limits
	money order, a certified check, a cashier's check, or an irrevocable letter of credit.
7. <input type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by 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.

Reviewed by Risk: \_\_\_\_\_

### **INSURANCE REQUIREMENTS**

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

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

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

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

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



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

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

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

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful

bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

#### **Certificate of Insurance Requirements:**

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

#### **BONDING REQUIREMENTS**

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

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

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

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

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

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

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

**BIDDER'S INSURANCE STATEMENT**

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

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's  
Signature: \_\_\_\_\_

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

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

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

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

**END OF SECTION F**

## ATTACHMENT A

### PROPOSAL SIGNATURE FORM REQUEST FOR PROPOSAL #16-2410GD

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 the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services as detailed in this Request for Proposal;
- (4) 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.
- (5) The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given. It is the responsibility of each proposer to determine if addenda were issued and to acknowledge receipt of same. The undersigned acknowledges receipt of the following addendum:

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Print or type proposer's information below:

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Web Address

\_\_\_\_\_  
Print Name & Title of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

(Attach additional signatures, as appropriate)



## ATTACHMENT B

### 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 Official, 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 an 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 PURCHASING 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.

## ATTACHMENT "C"

### Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22, ON DRUG FREE WORK PLACES

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by:

----- for -----

[print individual's name and title]

[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

\_\_\_\_\_  
[Signature]

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced **identification**) \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public Signature      My commission expires \_\_\_\_\_

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

**ATTACHMENT D**  
**Anti-Lobbying Form**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on  
(name and title of bidder's official)

behalf of \_\_\_\_\_ that:  
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)