

REQUEST FOR PROPOSALS (RFP)
NO. 22-R078489BB
MANATEE COUNTY AREA
TRANSIT (MCAT) ONBOARD
CAMERA SYSTEM
JANUARY 13, 2022

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
purchasing@mymanatee.org



**ADVERTISEMENT
REQUEST FOR PROPOSALS NO. 22-R078489BB
MANATEE COUNTY AREA TRANSIT (MCAT) ONBOARD CAMERA SYSTEM**

Manatee County, a political subdivision of the State of Florida (County), will receive Proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide a Manatee County Area Transit (MCAT) Onboard Camera System, as specified in this Request for Proposals (RFP), to include replacement of the County's existing MCAT Digital Video Recorder (DVR) Onboard Camera System with a Network Video Recorder (NVR) Onboard Camera System.

DATE, TIME AND PLACE DUE

The Due Date and Time for submission of Proposals in response to this RFP is **February 25, 2022 at 1:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE

There is no Solicitation Information Conference for this RFP.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification, or additional information pertaining to this RFP to the Manatee County Procurement Division is February 6, 2022. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT

Brooke Baker, CPPB, Procurement Team Leader
(941) 748-4501, Ext. 3039, Fax (941) 749-3034
Email: brooke.baker@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 SOLICITATION INFORMATION CONFERENCE AND SITE VISIT

There is no Solicitation Information Conference or Site Visit for this RFP.

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this RFP is **February 25, 2022 at 1:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

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

A.03 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be publicly opened at the Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Interested parties may attend the Proposal opening virtually by accessing the link below:

Zoom webinar link@: <https://manateecounty.zoom.us/j/82081211467>

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

A.04 SUBMISSION OF PROPOSALS

The contents of the sealed Proposal package must include:

- One (1) bound original Proposal clearly identifying Proposer and marked "ORIGINAL".
- One (1) electronic original Proposal clearly identifying Proposer and marked "ORIGINAL". The electronic Proposal must be identical to the bound original Proposal.

Electronic Proposals should be submitted on a Universal Serial Bus (USB) portable flash memory drive or a Compact Disc (CD) in Microsoft Office® or Adobe Acrobat® Portable Document Format (PDF) **in one (1) continuous file that includes all required tab sections listed in Exhibit 2.** Do not submit a Proposal with separate files for each tab section. Do not password protect or otherwise encrypt the electronic Proposal. The electronic Proposal must be identical to the bound original Proposal.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 22-R078489BB, Manatee County Area Transit (MCAT) Onboard Camera System, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

A.05 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

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

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

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

At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

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

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

A.07 ADDENDA

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

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

A.08 PROPOSAL EXPENSES

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

A.09 QUESTION AND CLARIFICATION PERIOD

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

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum.

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

A.10 FALSE OR MISLEADING STATEMENTS

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

A.11 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

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

A.12 JOINT VENTURES

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

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF PROPOSALS

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

A.15 ERRORS OR OMISSIONS

Once a Proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.10.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

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

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

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

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

A.18 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.19 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

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

A.20 SCRUTINIZED COMPANIES

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

A.21 COLLUSION

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

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

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

A.22 CODE OF ETHICS

With respect to this 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 RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, 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 Procurement 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 Form 3 and submit with its Proposal.

A.24 AMERICANS WITH DISABILITIES

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For 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.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.27 DISCLOSURE

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

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

If County rejects all Proposals and concurrently notices its intent to reissue the solicitation, the rejected Proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until

County withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all Proposals.

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

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

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845

EMAIL: DEBBIE.SCACCIANOCE@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.28 TRADE SECRETS

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

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

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

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

Additionally, Proposer shall provide an electronic copy of its Proposal that redacts all information designated as trade secret.

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

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

Proposer shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County’s non-disclosure of the trade secret materials.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - 1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - 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 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 County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

A.30 E-VERIFY

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

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

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

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

A.31 LICENSES AND PERMITS

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

A.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer; and
- g. Making PHI available to the County for an accounting of disclosures; and making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

A.33 BINDING OFFER

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

A.34 PROTEST

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

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

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

A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required in the Proposal are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.36 SOLICITATION SCHEDULE

The following schedule has been established for this RFP. Refer to the County’s website (www.mymanatee.org) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Question and Clarification Deadline	February 6, 2022
Final Addendum Posted	February 18, 2022
Proposal Due Date and Time	February 25, 2022 @ 1:00 P.M. ET
Technical Evaluation Meeting	TBA
Interviews/Demonstrations/Presentations	TBA
Final Technical Evaluation Meeting	TBA
Projected Award	May of 2022

END SECTION A

SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the Proposals for each of the evaluation criteria.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its Proposal contains all the information requested in this RFP and reflects Proposer's best offer.

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

B.02 EVALUATION CRITERIA

The following evaluation criteria has been established for this RFP:

Criteria	Maximum Points
Proposer's Experience and Capacity	25
Similar Projects and References	15
System Features, Capabilities, and Specifications	30
Approach	15
Fees Proposal	15

B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

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

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

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its Proposal contains all the information requested in this RFP and reflects Proposer's best offer.

B.04 BEST AND FINAL OFFER (BAFO)

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

B.05 SCORING OF PROPOSALS

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

In its review, the evaluation committee may take the following actions:

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

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

- a. The Proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all Proposals become the property of Manatee County which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Proposal whether, or not, the Proposal is accepted.
- c. All products and papers produced by Proposer and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

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

C.04 AGREEMENT

The successful Proposer(s) will be required to enter into an agreement. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

C.05 AWARD

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

Award of an agreement is subject to the approval of either the Procurement Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

END SECTION C

SECTION D, FORMS

FORM 1, ACKNOWLEDGMENT OF ADDENDA FORM

The undersigned acknowledges receipt of the following addenda:

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

Print or type Proposer’s information below:

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

FORM 2, PROPOSAL SIGNATURE FORM

The undersigned represents that by signing this Proposal Signature Form that:

- (1) 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; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer’s negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFP; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign an Agreement. The Proposer understands that if it submits exceptions to the RFP in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer’s information below:

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

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

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE
SECTION 2-26 ARTICLE V,

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, the undersigned, 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, as determined by the
County, reflects negatively upon the ability of the person or entity to conduct business in a
responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above,
which is a matter of record, but has not been prosecuted for such conduct, or has made an
admission of guilt of such conduct, which is a matter of record, pursuant to formal
prosecution. An admission of guilt shall be construed to include a plea of nolo contendere;
or

(5) where an officer, official, agent or employee of a business entity has been convicted of,
or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and
pursuant to the direction or authorization of an official thereof (including the person
committing the offense, if he/she is an official of the business entity), the business shall be
chargeable with the conduct herein above set forth. A business entity shall be chargeable
with the conduct of an affiliated entity, whether wholly owned, partially owned, or one
which has common ownership or a common board of directors.

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

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

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature of Contractor Representative

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____
by _____ . Personally known OR Produced the
following identification:

[Type of identification]

Notary Public Signature

My commission expires _____

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

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

FORM 4, CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFP.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged and attested to by:

Firm Name

Signature

Name and Title (Print or Type)

Date

FORM 5, NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

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

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached RFP and
of all pertinent circumstances respecting such Solicitation. Such Proposal is genuine and is
not a collusive or sham Proposal.

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

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

Signature: _____

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

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____
SEAL

FORM 6, TRUTH -IN-NEGOTIATION CERTIFICATE

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

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

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner))

Name: _____

Title: _____

Date: _____

Signature: _____

FORM 7, SCRUTINIZED COMPANY CERTIFICATION

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

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

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

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

Signature

Title

Printed Name

Date

INSURANCE REQUIREMENTS

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit
- \$ General Aggregate

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate

Hazardous Waste Transportation Insurance

Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer’S care, custody and control

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

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

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of

Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

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

Workers' Compensation and Employers' Liability Coverages

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

General Insurance Provisions Applicable to All Policies

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

- c. The project's solicitation number and title shall be listed on each certificate.
- d. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the

- contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the Successful Proposer'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
 - j. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer'S obligation to provide and maintain the insurance coverage specified.
 - k. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
 - l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of Page Intentionally Left Blank]

FORM 8, INSURANCE STATEMENT

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

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

FORM 9, INDEMNITY AND HOLD HARMLESS FORM

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

The Successful Proposer shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Successful Proposer’s expense.

Signature of Authorized Official of Proposer: _____

Title: Date: _____

Project Number and /or Name: _____

Insurance Agent: _____

Acknowledgement:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ [FULL LEGAL NAME], who is

Personally known to me

OR

has produced _____ as identification.

Notary Signature _____

Print Name _____

Seal

FORM 10, BUY AMERICA CERTIFICATE

BUY AMERICA CERTIFICATE

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

MANATEE COUNTY BOARD OF COUNTY COMMISSIONER/MANATEE COUNTY AREA TRANSIT (MCAT) FTA CLAUSES, CERTIFICATIONS, AND COMPLETE FEDERAL CLAUSE LANGUAGE PERTAINING TO MATERIAL AND SUPPLIES WHEN PROCUREMENTS EXCEEDS (>) \$100,000 ARE HEREBY INCORPORATED INTO THE AGREEMENT/WORK ASSIGNMENT.

FORM 11, FTA REQUIREMENTS AND REGULATIONS FORM

**MANATEE COUNTY BOARD OF COUNTY
COMMISSIONERS
MANATEE COUNTY AREA TRANSIT (MCAT)**

THIS PURCHASE IS FUNDED IN WHOLE OR IN PART BY FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FEDERAL TRANSIT ADMINISTRATION (FTA). THE FOLLOWING CLAUSES, CERTIFICATIONS, AND COMPLETE FEDERAL CLAUSE LANGUAGE PERTAINING TO MATERIAL AND SUPPLIES ARE HEREBY INCORPORATED INTO THE AGREEMENT / WORK ASSIGNMENT. AS IT PERTAINS TO THESE CLAUSES, MANATEE COUNTY IS HEREINAFTER KNOWN AS "RECIPIENT AND/OR AGENCY".

BY ACCEPTING THIS AGREEMENT/WORK ASSIGNMENT, THE VENDOR AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH IN THE FOLLOWING FTA REQUIREMENTS.

1. ACCESS TO RECORDS AND REPORTS

**49 U.S.C. § 5325(g)
2 CFR § 200.333
49 CFR 633.17**

Access to Records and Reports

The following access to records requirements apply to this Contract:

- a. **Record Retention** - Then Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period** - The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records** - The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance** - The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. ADA ACCESS (Americans with Disabilities Act)

49 U.S.C. § 5301(d)

The Receipt also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability: with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient

agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing as follows:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- 4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C. F. R. Part 35;
- 5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F. R. Subpart 101-19;
- 7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C. F. R. Part 1630;
- 8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C. F. R. Part 64, Subpart F; and

5. BUY AMERICA REQUIREMENTS

**49 U.S.C. 5323(j)
49 CFR Part 661**

Buy America

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are

not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications.

Certificate of Compliance with Buy America Rolling Stock Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date _____

Signature _____

Company Name _____

Title _____

6. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305
46 C.F.R. part 381

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

- (a.) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b.) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

(c.) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1.) It will not use any violating facilities;
- 2.) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3.) It will report violations of use of prohibited facilities to FTA; and
- 4.) It will comply with all applicable standards, orders, inspection and other requirements pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387)

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. CIVIL RIGHTS LAWS AND REGULATIONS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Part 60 et seq

Civil Rights and Equal Opportunity

The Recipient is an Equal Opportunity Employer. As such, the Recipient agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or

supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) **49 CFR Part 26**

Disadvantaged Business Enterprises

It is the policy of the Recipient and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Recipient to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Recipient shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Recipient may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the Recipient.

DBE Participation Goal

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Recipient's overall goal for DBE participation is **0.92%**. A separate contract goal [of ___% DBE participation has] [**has not**] been established for this procurement.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1.) Withholding monthly progress payments;
- 2.) Assessing sanctions;
- 3.) Liquidated damages; and/or
- 4.) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prompt Payment to Contractors

The successful Bidder/Offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a).
2. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor within thirty (30) days after the Subcontractor has satisfactorily completed its portion of the Work.
3. The Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of Local Government Prompt Payment Act.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) without Manatee County Government prior written consent. Such written consent may be provided only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the Recipient in writing of its efforts to replace the original DBE. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Manatee County Government.

14. EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)
40 U.S.C. §§ 3141 – 3148
29 C.F.R. part 5
18 U.S.C. § 874
29 C.F.R. part 3
40 U.S.C. §§3701-3708
29 C.F.R. part 1926

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 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 Contractor is 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 or she is otherwise entitled.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

15. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16. FEDERAL CHANGES

49 CFR Part 18

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Recipient and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure so to comply shall constitute a material breach of this contract.

17. FLY AMERICA

49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

- a) *Definitions.* As used in this clause-- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act

of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation

18. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- 2 C.F.R. part 180
- 2 C.F.R part 1200
- 2 C.F.R. § 200.213
- 2 C.F.R. part 200 Appendix II (I)
- Executive Order 12549
- Executive Order 12689

Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or Recipient to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;

- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)

TERMS

FTA Circular 4220.1E or subsequent revisions

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Manatee County Government requests which would cause Manatee County Government to be in violation of the FTA terms and conditions.

20. LOBBYING RESTRICTIONS

- 31 U.S.C. § 1352
- 2 C.F.R. § 200.450
- 2 C.F.R. part 200 appendix II (J)
- 49 C.F.R. part 20

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 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 an Recipient, 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 Recipient, 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 was 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Federal Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or

causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27. RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Recipient (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Recipient (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

32. TERMINATION
2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Termination for Convenience (General Provision) The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Recipient's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to Recipient, the Contractor will account for the same, and dispose of it in the manner Recipient directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Recipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision) The Recipient, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Recipient's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default

Waiver of Remedies for any Breach In the event that Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and

obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

34. Veterans Employment.
49 U.S.C. § 5325(k)

Applicability to Contracts

The Contractor shall comply with 49 U.S.C. § 5325(k), to the extent practicable.

- a. Contractor agrees that it:
 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-recipients will:
 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee. failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

35. VIOLATION AND BREACH OF CONTRACT
2 C.F.R. § 200.326
2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the Recipient - The Recipient shall have the following rights in the event that the Recipient deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as Recipient for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [Recipient to define].

Rights and Remedies of Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Recipient, the Contractor expressly agrees that no default, act or omission of the Recipient shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Recipient directs Contractor to

do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Recipient will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Recipient takes action contemplated herein, the Recipient will provide the Contractor with sixty (60) days written notice that the Recipient considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Recipient's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Example 2:** The Recipient and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Recipient and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Recipient's direction or decisions made thereof.

Performance During Dispute - Unless otherwise directed by Recipient, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Recipient and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Recipient is located.

Rights and Remedies - The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FORM 12, STANDARD LOBBYING CERTIFICATION FORM

Standard Lobbying Certification Form

The undersigned (**Contractor**) certifies, to the best of his or her knowledge and belief, that:

(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 an 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 was 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, (_____), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT 1, SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

Manatee County (hereinafter in this Scope referred to as “County”) is seeking Proposals from qualified Consultants for a Network Video Recorder (NVR) Onboard Camera System for the Manatee County Area Transit (MCAT) fixed-route/trolley and paratransit vehicles (hereinafter in this Scope referred to as “transit vehicles”). The NVR Onboard Camera System will replace the existing Luminator Technology Group (formerly Apollo Video Technology) Digital Video Recorder (DVR) Onboard Camera System.

MCAT anticipates continuing growth in the amount and complexity of services it provides; therefore, the County desires to procure an NVR Onboard Camera System with full featured capabilities that allow for planned additions and future technology.

1.02 SCOPE

Successful Proposer (hereinafter in this Scope referred to as “Consultant”) shall provide all tools, equipment, materials, supplies, licensing, transportation, supervision, labor, and services necessary for designing, providing, installing, and testing an NVR Onboard Camera System for MCAT transit vehicles that will meet the requirements of this Request for Proposals (RFP). Consultant’s services include, but are not limited to, the following:

- A. Provide complete removal of MCAT’s existing DVR Onboard Camera System from the designated transit vehicles, including removal of all associated equipment, components, and subsystems.
- B. Provide complete installation of Consultant’s NVR Onboard Camera System for the designated transit vehicles, including installation of all associated equipment, components, and subsystems.
- C. Provide detailed documentation and design of Consultant’s NVR Onboard Camera System related to equipment, engineering, manufacturing, installation, and testing of the System.
- D. Provide engineering interface with new equipment for Consultant’s NVR Onboard Camera System.
- E. Provide technical data, software, samples, and mock-ups for new items, as required and prior to installation of Consultant’s NVR Onboard Camera System.
- F. Perform qualification and acceptance testing of Consultant’s NVR Onboard Camera System.
- G. Provide training programs for designated County employees in the usage and maintenance of Consultant’s NVR Onboard Camera System.
- H. Provide illustrated parts and maintenance manuals in electronic Portable Document Format (PDF).
- I. Provide, as requested by MCAT, spare equipment that includes, but is not limited to, the following: Network Video Recorders (NVR); 4TB Removable Solid State Drives (SSD); and Internet Protocol (IP) Cameras.
- J. Comply with all Federal Transit Administration (FTA); Federal; State; and Local regulations and requirements in providing any services to the County.

1.03 TRANSIT VEHICLE QUANTITIES AND CURRENT CONFIGURATIONS

Consultant's NVR Onboard Camera System shall include the upgrade of a minimum of thirty-eight (38) fixed-route/trolley vehicles and forty (40) paratransit vehicles. The transit vehicles currently have a variety of generations of Apollo Video equipment installed on them with the following basic camera configurations:

- A. Seven (7) camera configuration on the fixed-route/trolley vehicles; the following are the basic camera views currently captured:
 - 1. Road View Front of Bus
 - 2. Front Door View
 - 3. Front to Mid 360 View with Embedded Mic
 - 4. Mid to Rear 360 View with Embedded Mic
 - 5. Rear of Bus 360 View with Embedded Mic
 - 6. Street Side View
 - 7. Curbside View

- B. Five (5) camera configuration on the paratransit vehicles; the following are the basic camera views currently captured:
 - 1. Road View Front of Bus
 - 2. Mid 360 View with Embedded Mic
 - 3. Rear Lift Door View
 - 4. Street Side View
 - 5. Curbside View

1.04 ONBOARD CAMERA SYSTEM GENERAL REQUIREMENTS

Consultant shall provide an NVR Onboard Camera System for MCAT transit vehicles and facilities that meets the following requirements:

- A. Includes, but is not limited to, the following equipment, components, and subsystems:
 - 1. Network Video Recorders (NVR) – Consultant to provide
 - 2. Internet Protocol (IP) Cameras – Consultant to provide
 - 3. 4TB Removable Solid State Drives (SSD) – Consultant to provide
 - 4. System Status Modules – Consultant to provide
 - 5. Software – Consultant to provide
 - 6. Review Stations – Consultant to provide
 - 7. Workstations – County to provide
 - 8. On-Premise Server – County to provide

- B. Complies with all requirements of the Buy America Act (49 CFR Part 661) at the component level.
- C. Integrates with Avail Technologies Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System.
- D. Is manufactured, delivered, and installed by Consultant.

- E. Is a turn-key system.
- F. Is a high quality, reliable, and effective high definition mobile surveillance system.
- G. Has featured capabilities that allow for planned additions and future technology.
- H. Continuously and simultaneously monitors and records, through audio and video, events that occur within and outside, interior and exterior, of the transit vehicles when the transit vehicles are powered on.
- I. Enables staff to view, save, and store video from the onboard NVRs remotely over Wi-Fi/LTE as needed.
- J. Has the ability to use Wi-Fi/LTE to push out a live secured video feed necessary for MCAT's Operations Supervisors to monitor service delivery operations in real-time with live look-in.
- K. Includes all components required for MCAT to remotely retrieve, view, and permanently store recorded audio and video to an MCAT provided on-premise server.
- L. Includes all software, equipment, wiring, cabling, and related connectors for the installation of NVR units in the designated transit vehicles.
- M. Includes warranty, maintenance, support services, and training as outlined in this Scope.

1.05 CONSULTANT'S RESPONSIBILITIES AND REQUIREMENTS

Consultant shall provide the following:

A. Existing Digital Video Recorder (DVR) Onboard Camera System

Consultant shall remove MCAT's existing DVR Onboard Camera System; this includes the removal of all associated equipment, components, and subsystems from the designated transit vehicles as directed by MCAT. All equipment, components, and subsystems removed shall be returned to MCAT unless otherwise instructed by MCAT. Consultant shall remove, but not be limited to removing, the following equipment, components, and subsystems:

1. Digital Video Recorders (DVR)
2. Internet Protocol (IP) Cameras
3. Analogue Cameras

B. Network Video Recorder (NVR) Onboard Camera System

Consultant shall provide and install an NVR Onboard Camera System that includes the following:

1. Network Video Recorder (NVR) System

Consultant shall provide and install one (1) NVR for each transit vehicle, for a current total of thirty-eight (38) fixed-route/trolley vehicles and forty (40) paratransit vehicles. The NVR System shall meet the following requirements:

- a. Supports the simultaneous recording of all installed cameras and audio.
- b. Supports independent audio channels that can be isolated during playback and export.

- c. Has Global Positioning System (GPS) tracking of transit vehicle location synchronized with the video and conforms to National Marine Electronics Association (NMEA) standards.
- d. Synchronizes its time with GPS device or Network Time Protocol (NTP).
- e. Is capable of Wi-Fi offload for all required video data, daily, for all transit vehicles while in the MCAT fleet facility. Data from the Solid State Drives (SSD) shall be transferable utilizing the existing Sierra Wireless MG90 Routers that MCAT will provide over existing cellular and Wi-Fi fixed end communications. The transferred or downloaded data shall be reviewable by a workstation that has an installed copy of the Consultant's video reviewing software.
- f. Is capable of wirelessly delivering video data and system health status information automatically to the server for review.
- g. Is capable of allowing for the capture of Avail Technologies transit bus meta data and Emergency Alarm (EA) Button to trigger automated events.
- h. Has the capability for live tracking and streaming into the on-board cameras via LTE cellular communication. The live system shall include alarm capabilities that will notify dispatch of a situation, triggered via a panic button. The live system shall be able to access hardware as needed while transit vehicles are in route.
- i. Has an internal accelerometer (G-Force Sensor) that can be configured for triggering of events when a G-Force setting is exceeded.
- j. Has the ability to change video and audio settings. Frame rates shall range up to 30 fps per camera.
- k. Is capable of recording differing frame rates per camera and shall be able to record from Internet Protocol (IP) cameras with different resolutions – up to 1080p resolution.
- l. Records all data in a secure encrypted H.264 high profile format or better. Video recorded in H.264 profiles lower than high profile, as well as other lower capability compression formats such as MPEG4, MJPEG, etc. are not acceptable.
- m. Retains recordings for a minimum of 30 days on the onboard NVR Solid State Drive (SSD).
- n. Has been tested and found to meet or exceed the specified standards: SAE-J1455 for shock and vibration, EN50121 for Electromagnetic Compatibility, and FCC Class A, Subpart 15 standards when operating and connected to cameras.
- o. Is powered by a 12 or 24 VDC vehicle power supply and have an operational voltage range from 9 to 32 VDC. It shall be self-regulating and internally protected from power surges and spikes.
- p. Can operate within the following environmental specifications: Operating temperature of -20°C - 55°C and Relative humidity of 10 - 95%.
- q. Has the ability to use Wi-Fi/LTE to push out a live secured video feed necessary for MCAT's Operations Supervisors to monitor service delivery operations in real-time with live look-in.

2. Internet Protocol (IP) Cameras

Consultant shall provide and install IP cameras for each transit vehicle, for a current total of thirty-eight (38) fixed-route/trolley vehicles and forty (40) paratransit vehicles as follows:

a. The IP cameras shall meet the following requirements:

- i. New color, ruggedized, classification external/internal IP cameras in weather and vandal-proof, rated to -22 °F to 149 °F and capable of operating in all outdoor conditions, including low light.
- ii. External IP cameras shall be of quantity and ability necessary to capture the transit vehicle's entire external proximity or as determined appropriate by MCAT.
- iii. Internal IP cameras shall be of quantity and ability necessary to capture the internal body of the transit vehicle for a view of passengers and vehicle operator, or as determined appropriate by MCAT.
- iv. All IP cameras and Solid State Drives (SSD) shall be hot-swappable, plug-and-play capable.
- v. Built in Infrared (IR) illumination to support 0 Lux recording with IR on.
- vi. Built in microphone on all internal cameras, with ability to configure microphone on/off.
- vii. 3 Megapixel image sensor.
- viii. Lens availability of either 2.8mm or 3.6mm.
- ix. Ability to configure camera for at least 1080p, 720p and VGA resolutions.
- x. H.264 Frame rate up to 30fps with 1920 x 1080.
- xi. Support for multiple video streams.
- xii. Image configuration settings available for: Auto White Balance/Auto Exposure/Privacy Mask/Color/Sharpness/Mirror/V-Flip/etc.

b. Consultant shall provide and install IP cameras in accordance with the types of cameras, number of cameras, and camera configurations as listed below:

- i. Fixed-Route/Trolley Vehicles: Consultant shall provide and install seven (7) IP cameras in each fixed-route/trolley vehicle with the following camera configurations and views captured:
 - One (1) Interior IP Camera for Road View Front of Bus
 - One (1) Interior IP Camera for Front Door View
 - One (1) 360 IP Camera with Embedded Mic for Front to Mid 360 View
 - One (1) 360 IP Camera with Embedded Mic for Mid to Rear 360 View

- One (1) 360 IP Camera with Embedded Mic for Rear of Bus 360 View
 - One (1) Exterior IP Camera for Street Side View
 - One (1) Exterior IP Camera for Curbside View
- ii. Paratransit Vehicles: Consultant shall provide and install five (5) IP cameras in each paratransit vehicle with the following camera configurations and views captured:
- One (1) Interior IP Camera for Road View Front of Bus
 - One (1) Interior IP Camera for Rear Lift Door View
 - One (1) 360 IP Camera with Embedded Mic for Mid 360 View
 - One (1) Exterior IP Camera for Street Side View
 - One (1) Exterior IP Camera for Curbside View
- c. Consultant shall reuse the existing camera locations.
- d. Consultant shall reuse existing CAT5e/CAT6 ethernet cable when installing the IP cameras.
3. 4TB Removable Solid State Drives (SSD)
 Consultant shall provide one (1) 4TB removable SSD for each transit vehicle, for a current total of thirty-eight (38) fixed-route/trolley vehicles and forty (40) paratransit vehicles, that meets the following requirements:
- a. Works with the proposed Network Video Recorder (NVR).
 - b. Ensures that when a single drive caddy comprised of two (2) internal 2TB SSD (totaling 4TB) that are configured in a “failover” configuration such that if one (1) internal SSD fails, the other drive shall take over the recording and an error message shall be sent over wireless (as available) to provide automatic notification of the one failed drive.
 - c. Provides an option to configure the 4TB SSD in a mirror configuration rather than a failover configuration. Mirror configuration being such that data written to one drive is also written to the second drive.
 - d. Provides an option for either an 8TB or 16TB SSD configuration should MCAT choose to purchase larger drives in the future.
 - e. Internal drives shall be 2.5” format SSD.
 - f. SSD carriages shall be designed utilizing a card-edge connector.
 - g. Pinned SSD carriages shall not be considered.
4. System Status Modules
 Consultant shall provide one (1) remote System Status Light Emitting Diode (LED) Module, or equivalent, for each transit vehicle, for a current total of thirty-eight (38) fixed-route/trolley vehicles and forty (40) paratransit vehicles, that meets the following requirements:
- a. Provides the following indications through LEDs or some equivalent method:

- i. System Operational
- ii. Failed Solid State Drive (SSD)
- iii. Failed Camera
- iv. Connection to the Network Video Recorder (NVR)

- b. Is mounted in an easy to read location near the driver.
- c. A System Status displayed solely on the NVR is not acceptable.

5. Software

Consultant shall provide and install a complete set of software for the Network Video Recorder (NVR) Onboard Camera System that supports the following functions at a minimum:

- a. Software shall allow review of the data from the NVR's removable drive canister.
- b. Software shall allow for twelve (12) simultaneous, synchronized playback windows as thumbnails for any number of cameras 1-12 at a time.
- c. Software shall allow for one (1) larger window displayed at one (1) time in a tiled format.
- d. Software shall allow for a zoom function by means of a rubber banding or scroll wheel feature. The screen shall display the Vehicle ID number, date of recorded video, display sensor information, and camera number/location.
- e. Software shall allow for image enhancement consisting of brightness, contrast, and saturation. The NVR shall allow all image enhancements to be applied to the motion video but shall not modify the original video in any manner (i.e., enhancements to a video frame continue to play on subsequent frames but are not saved to the removable drive canister).
- f. Software shall allow for archiving of all video, selected frames, or selected clips of video.
- g. Software shall allow for individual video frames to be exported in .JPG or .PNG format.
- h. Video segments selected for download shall be stored in Native, .EXE or .AVI formats. The software shall allow for twelve (12) synchronized channels of audio playback with multiple filter options.
- i. Software shall allow searching for specific video via time and date stamps. The NVR shall allow the user to select the time and date for viewing. Therefore, it is not necessary to download the entire hard drive to view a set time. Specific events and incidents shall also be selectable.
- j. Software shall allow for integration with Active Directory for user login, as well as integration with email to notify users via email of hardware failure information as well as event download information.
- k. Software data must be able to be accepted as evidence in criminal proceedings and civil proceedings and be deemed to have sufficient forensic integrity to meet authentication and encryption requirements expected by the courts.

6. Workstations and Server

MCAT will provide an on-premise server and all workstations/laptops for operation of Consultant's software.

7. Review Stations

Consultant shall provide and install a minimum of two (2) review stations at the MCAT facilities that meet the following requirements:

- a. Are connected to the MCAT wide area network for general use across the network or directly to a single workstation.
- b. Serve as the means for reviewing audio/video/metadata from a removable hard drive that has been taken off a transit vehicle for review back at the MCAT facilities.
- c. Enables all MCAT workstations on the network, loaded with Consultant's software, access to review data on the review stations, provided the user has the correct privileges and network access to the review stations.

C. Testing Services

Consultant shall provide the following testing services:

1. Proof of Concept (POC) Pilot Testing

Consultant shall provide POC pilot testing that meets the following requirements:

- a. Prior to any production installation, the Consultant shall conduct POC testing on all transit vehicle styles to demonstrate all system requirements. The Consultant shall arrange for any simulation software or hardware that may be required in order to complete POC testing.
- b. POC testing shall be completed on the software to confirm that the required functionality can be delivered by the software. Each system requirement shall be tested; and if testing is not reasonably feasible, compliance shall be demonstrated using written documentation or certificates. Testing shall be completed on one (1) fixed-route/trolley vehicle and one (1) paratransit vehicle.
- c. POC testing shall be completed on a prototype version of the installed system, with a complete installed central system, representative set of fully installed vehicles, and the necessary communications infrastructure for overall system operation.
- d. During the installation of the camera system, POC testing shall be tested and verified by MCAT staff prior to acceptance. The testing includes but is not limited to reviewing camera angles, clarity of video and audio.

2. Installation Testing Required for Each Transit Vehicle

Consultant shall provide Installation testing that meets the following requirements:

- a. Installation testing shall be completed on each device in the field once it has been installed and configured.

- b. At a minimum, the Installation test for each unit shall include, as applicable: power-up/power-down tests, log-on/log-off tests, verification of major functions including live-feeds, and verification of operational interfaces to other devices.
 - c. Installation testing shall be completed on the device in isolation to confirm that the installed device meets the required functionality.
 - d. Installation testing shall be tested and verified by MCAT staff prior to acceptance.
3. System Acceptance Testing (SAT)
Consultant shall provide SAT that meets the following requirements:
- a. SAT shall only be initiated once all system elements have been installed, configured, and Installation testing has been completed.
 - b. SAT shall look at the entire system and tests shall be completed to ensure that all system requirements are met.
 - c. SAT shall be done from the central system software out to each device.
 - d. Where software interfaces with other software, this interface shall be tested through the SAT for each piece of software.
 - e. All system requirements shall be tested, or, in cases where it may not be feasible to test certain functions in the operational environment, documenting evidence for correct function is required.
 - f. SAT shall be witnessed and verified by MCAT staff prior to acceptance.

D. Training

Consultant shall provide training for designated County employees that meets the following requirements:

- 1. Consultant is responsible for providing training that will take place onsite at MCAT designated facilities.
- 2. Consultant is responsible for providing hands-on practical training with demonstration equipment; this type of training shall occupy a significant portion of all training classes.
- 3. Consultant is responsible for providing training presentations and material that are in English.
- 4. Consultant is responsible for providing instruction that covers equipment familiarization and systems operation necessary to bring designated employees to the level of proficiency required for performing their respective duties.
- 5. Consultant is responsible for providing experienced and qualified instructors to conduct all training sessions. Consultant is responsible for ensuring that the instructors teaching the courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals, and other materials to provide for effective training.
- 6. Consultant is responsible for providing all training materials, training aids, audiovisual equipment, and visual aids for the conduct of the courses.

7. Consultant is responsible for providing instructional material consisting of applicable equipment operation and maintenance manuals; and supplemental notebooks consisting of additional drawings, procedures, and descriptive information.
8. Consultant is responsible for providing student guides that include full topic descriptions, illustrations as needed to enhance content presentation, and common problems with comprehensive solutions given. Student guides shall mirror the instructor guides.
9. At the request of MCAT, the Consultant shall provide additional training sessions at the agreed upon contract price for each session.
10. Consultant is responsible for submitting the training curricula, presentations, and material for price review and approval by MCAT. No training shall commence until the items are approved.
11. Consultant is responsible for providing training curricula that meets all training requirements and indicates course content, training time requirements, and who should attend.
12. At a minimum, Consultant shall provide training on the following systems:
 - a. System Administrator Training – One (1) session
 - b. Video Review Training – One (1) session
 - c. Maintenance Training – One (1) session

1.06 SPARE SETS

At the request of MCAT, Consultant shall provide spare sets that include, but are not limited or obligated to, the groupings below. Consultant shall submit pricing for the spare set groupings below with its Proposal. See Exhibit 3, Pricing Form, for pricing submission requirements.

A. Fixed-Route/Trolley Spare Set

One (1) Fixed-Route/Trolley Spare Set includes the following:

1. One (1) Network Video Recorder (NVR)
2. One (1) 4TB Removable Solid State Drive (SSD)
3. Three (3) 360 Internet Protocol (IP) Cameras
4. Three (3) Exterior Internet Protocol (IP) Cameras
5. One (1) Interior Internet Protocol (IP) Camera

B. Paratransit Spare Set

One (1) Paratransit Spare Set includes the following:

1. One (1) Network Video Recorder (NVR)
2. One (1) 4TB Removable Solid State Drive (SSD)
3. One (1) 360 Internet Protocol (IP) Camera
4. Two (2) Exterior Internet Protocol (IP) Cameras
5. Two (2) Interior Internet Protocol (IP) Cameras

C. 4TB Removable Solid State Drive (SSD) Spare Set

One (1) 4TB Removable Solid State Drive (SSD) Spare Set includes the following:

1. Four (4) 4TB Removable Solid State Drives (SSD)

1.07 PROJECT SCHEDULE

Consultant shall submit a project schedule with its Proposal. The project schedule shall show all major tasks associated with the project and the linkage between tasks as appropriate. For the purpose of developing a project schedule, Consultant shall assume that the start date is commensurate with the effective date of the Agreement issued by the County. The overall project schedule shall not exceed six (6) months from the start date until final system acceptance. See Exhibit 2, Section 2.02, Tab 9, Number 1, for project schedule submission requirements.

1.08 PRODUCT GUARANTEE AND WARRANTY

Consultant shall submit its product guarantee and warranty with its Proposal as listed below. See Exhibit 2, Section 2.02, Tab 8, Number 6, for product guarantee and warranty submission requirements.

- A. Consultant shall provide, at a minimum, a two-year warranty for its NVR Onboard Camera System that includes all proposed equipment, parts, and services, as well as all critical software updates and any related hardware updates as necessary for continued proper operation of the System.
- B. Consultant shall correct defects that may occur as the result of faulty workmanship within two (2) years after installation and acceptance by MCAT at no additional cost to MCAT.
- C. Consultant shall provide MCAT with all additional warranties offered by the manufacturers at no additional cost to MCAT.
- D. Consultant shall provide option pricing for years 3, 4 and 5 of warranty and support as requested in Exhibit 3, Pricing Form.

1.09 FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS AND REQUIREMENTS

Consultant shall comply with all Federal Transit Administration (FTA); Federal; State; and Local regulations and requirements in providing any services to the County.

END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS

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

2.01 INFORMATION TO BE SUBMITTED

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

The contents of the sealed Proposal package must include:

1. One (1) bound original Proposal clearly identifying Proposer and marked "ORIGINAL".
2. One (1) electronic original Proposal clearly identifying Proposer and marked "ORIGINAL". The electronic Proposal must be identical to the bound original Proposal.

Electronic Proposals must be submitted on a Universal Serial Bus (USB) portable flash memory drive or a Compact Disc (CD) in Microsoft Office® or Adobe Acrobat® Portable Document Format (PDF) in one (1) continuous file that includes all required tab sections listed below. Do not submit a Proposal with separate files for each tab section. Do not password protect or otherwise encrypt the electronic Proposal. The electronic Proposal must be identical to the bound original Proposal.

For more information regarding submission of Proposals, refer to Section A.04, Submission of Proposals.

2.02 PROPOSAL FORMAT

TAB 1 – INTRODUCTION

Page Limit: 5 Pages

In Tab 1, Proposer shall provide the following:

1. A cover page that identifies the Proposer, the RFP by title, and the RFP number.
2. An introductory letter that describes your Proposal in summary form.
3. A table of contents.

TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2, Proposer shall provide the information and documentation requested below that confirms Proposer meets the following minimum qualification requirements:

1. Proposer must have completed an onboard camera system project for at least three (3) public transit agencies. The three (3) projects must meet the following requirements: 1) must be of similar size and scope as described in this RFP; 2) must have included the implementation of successful wireless download capability; 3) must have included the ability to use Wi-Fi/LTE to push out a live secured video feed necessary to monitor service delivery operations in real-time with live look-in; and 4) must have been completed within the last five (5) years from the Due Date for submission of Proposals in response to this RFP.

Proposer must provide the information below for each of the three (3) qualifying projects:

- a. **Client company name;**
 - b. **Client address;**
 - c. **Client contact name and title;**
 - d. **Client contact phone number;**
 - e. **Client contact email address;**
 - f. **Project name;**
 - g. **Names of staff assigned to the project;**
 - h. **Brief description of services provided and outcome (2-3 sentences);**
 - i. **Duration dates of the project or contract (start/end dates); and**
 - j. **Total dollar value of contract**
2. Proposer’s proposed Network Video Recorder (NVR) Onboard Camera System for the Manatee County Area Transit (MCAT) must integrate with Avail Technologies Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System.

Proposer must submit a statement on company letterhead, signed by an authorized official of Proposer, that Proposer’s proposed Network Video Recorder (NVR) Onboard Camera System for the Manatee County Area Transit (MCAT) integrates with Avail Technologies Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System.

3. Proposer is not on the Florida Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify.

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

Proposer must complete Form 3 and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.

5. If Proposer is submitting as a joint venture, Proposer must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date for submission of Proposals in response to this RFP.

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

6. Proposer has no reported conflicts of interest in relation to this RFP.

If Proposer has no reported conflicts of interest in relation to this RFP, Proposer must complete Form 4 and submit with its Proposal. If Proposer has reported conflicts of interest in relation to this RFP, Proposer must submit a statement to that affect and disclose the name of any officer, director, or agent who is an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.

TAB 3 – FORMS

In Tab 3, Proposer shall provide the following completed and executed Forms:

1. Form 1, Acknowledgement of Addenda Form
2. Form 2, Proposal Signature Form
3. Form 3, Public Contracting and Environmental Crimes Certification
4. Form 4, Conflict of Interest Disclosure Form
5. Form 5, Non-Collusion Affidavit
6. Form 6, Truth in Negotiation Certificate
7. Form 7, Scrutinized Company Certification
8. Form 8, Insurance Statement
9. Form 9, Indemnity and Hold Harmless Form
10. Form 10, Buy America Certificate
11. Form 11, FTA Requirements and Regulations Form
12. Form 12, Standard Lobbying Certification Form

TAB 4 - TRADE SECRETS

Proposer shall submit trade secrets as follows:

1. In Tab 4, Proposer shall list all trade secrets being claimed. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall provide a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.
2. If Proposer is claiming any trade secrets, Proposer must submit an additional electronic copy of its Proposal that redacts all information designated as trade secret. The electronic redacted Proposal must have a watermark or stamp identifying the Proposal as the redacted copy.
 - a. Proposer must submit its electronic redacted Proposal in its sealed Proposal package on a separate Universal Serial Bus (USB) portable flash memory drive or a Compact Disc (CD) in Adobe Acrobat® Portable Document Format (PDF) in one (1) continuous file that includes all required tab sections listed below.
 - b. Do not submit an electronic redacted Proposal with separate files for each tab section. Do not password protect or otherwise encrypt the electronic redacted Proposal. The electronic redacted Proposal must be identical to the bound and electronic original Proposal with all information designated as trade secret redacted.
3. Trade secret requests made after the Due Date and Time for submission of Proposals in response to this RFP are not permitted. Designation of the entire Proposal as trade secret, proprietary, or confidential is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered. For more information on trade secrets, refer to Section A.28.

TAB 5 – PROPOSER’S STATEMENT OF ORGANIZATION

Page Limit: 5 Pages

In Tab 5, Proposer shall provide the following:

1. Proposer’s legal contracting name including any Doing Business As (DBA) name.
2. Proposer’s state of organization or incorporation.
3. Proposer’s ownership structure of its company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation).
4. Proposer’s Federal Identification Number.
5. A fully completed, signed, and dated copy of Proposer’s W-9.
6. Contact information for Proposer’s corporate headquarters and local office. Note: Local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas, or Sarasota counties. Proposer shall include the following:
 - a. Address
 - b. City, State, Zip

- c. Phone
 - d. Number of Years at Location
7. List of officers, owners, partners, or managers of Proposer's company. Include names, addresses, email addresses, and phone numbers.
 8. Contact information for Proposer's primary and secondary representatives during the RFP process to include the following information:
 - a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address
 - e. City, State, Zip
 9. A brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees, or subconsultants is or has been involved within the last three (3) years.
 10. Details of any ownership changes to Proposer's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time for submission of Proposals in response to this RFP (e.g., mergers, acquisitions, changes in executive leadership).

TAB 6 – PROPOSER’S EXPERIENCE & CAPACITY (MAXIMUM POINTS: 25)
Page Limit: 25 Pages

In Tab 6, Proposer shall provide the following:

1. A summary of Proposer's company that includes background, size, and years in business.
2. Proposer's years of experience in onboard camera system services for public transit, particularly for other government agencies in Florida.
3. Identify the project management team and key personnel to be assigned to the services.
4. Identify the availability of the project management team and key personnel to be assigned to the services.
5. Identify and include information regarding experience and qualifications of Proposer's project management team and key personnel to be assigned to the services (e.g., project lead, managers, supervisors). Include a resume for each with their full name, the name of the companies for their current and previous employers, professional credentials (e.g., certifications or licenses), and roles and duties which each individual will provide to the County.
6. Identify any proposed subconsultants to accomplish the services. Include the name of the individuals to be assigned and an overview of their experience and qualifications related to onboard camera system services for public transit. Detail how the subconsultants will be used and to what extent.
7. Describe any significant or unique accomplishments or recognition received by

- Proposer or its subconsultants in previous similar services.
8. Details of Proposer’s staffing resources, at the location that will provide services to the County as well as corporately, by discipline and the number of personnel within each discipline.
 9. Proposer’s and any subconsultant’s current workloads and any projected changes to the workloads within the next six (6) months.
 10. An organizational diagram clearly identifying the project management team and key personnel who are designated to provide the services for the County and indicate their functional relationship to each other.
 11. An explanation, in general terms, of Proposers’ financial capacity to perform the services. If Proposer is jointly filing a Proposal with other entities, details must be provided to demonstrate financial capacity of each entity.

TAB 7 – SIMILAR PROJECTS & REFERENCES (MAXIMUM POINTS: 15)

Page Limit: 10 Pages

In Tab 7, Proposer shall provide a minimum of five (5) client references for which Proposer has provided services, similar in size and scope as defined in this RFP, who are agreeable to responding to an inquiry by the County. Proposer may use the same references as provided in Tab 2, Minimum Qualification Requirements; Number 1. Proposer shall include the following information for each client reference:

1. Client company name;
2. Client address;
3. Client contact name and title;
4. Client contact phone number;
5. Client contact email address;
6. Project name;
7. Names of staff assigned to the project;
8. Brief description of services provided and outcome (2-3 sentences);
9. Duration dates of the project or contract (start/end dates); and
10. Total dollar value of contract

TAB 8 – SYSTEM FEATURES, CAPABILITIES & SPECIFICATIONS (MAXIMUM POINTS: 30)

Page Limit: 30 Pages

In Tab 8, Proposer shall provide the following regarding its proposed Onboard Camera System for the Manatee County Area Transit (MCAT):

1. A detailed description of the proposed Onboard Camera System that includes all features, capabilities, and specifications.
2. A detailed description of how the proposed Onboard Camera System can be expanded.
3. A statement as to how the proposed Onboard Camera System meets or exceeds the requirements as described in Exhibit 1.

4. A detailed description of any technical advancements of the proposed Onboard Camera System that could be implemented that have not previously been described and how the proposed Onboard Camera System would be a superior solution.
5. A detailed description of any additional features, capabilities, and specifications above and beyond those specified in this RFP.
6. A detailed description of Proposer's product guarantee and warranty. See Exhibit 1, Section 1.08, for additional information and requirements regarding Proposer's product guarantee and warranty.

NOTE: Visual aids such as photos may be included in Tab 8.

TAB 9 – APPROACH (MAXIMUM POINTS: 15)
Page Limit: 25 Pages

In Tab 9, Proposer shall provide the following regarding its proposed Onboard Camera System for the Manatee County Area Transit (MCAT):

1. A detailed project schedule that includes everything from project start to project finish. See Exhibit 1, Section 1.07, for additional information and requirements regarding Proposer's project schedule.
2. A detailed implementation schedule that defines all implementation steps and the timeframe required for each step.
3. A narrative of Proposer's approach to project management for the provision of the services.
4. A narrative for managing the various on-going maintenance and services.
5. A narrative that clearly demonstrates Proposer's ability and willingness to meet the project schedule, on-going services, and budget requirements.
6. A narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the services.
7. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.
 - b. How the Proposer physically plans on attending prescheduled meetings.
 - c. How the Proposer plans on ensuring accessibility and availability during the term of the Agreement.
8. Proposer's Risk Management Plan that includes a list of risks related to the provision of the services, the potential consequences or impact of each (e.g., cost, schedule, technical), and Proposer's proposed mitigation procedures for each item.
9. Describe the training to be provided to County staff. Include details of how the training will be provided (e.g., on-site classroom, on-line with instructor, on-line self-paced). Provide examples of similar training plans utilized on other similar projects.

TAB 10 – FEES PROPOSAL (MAXIMUM POINTS: 15)

In Tab 10, Proposer shall provide the following:

1. Exhibit 3, Pricing Form
 - a. Exhibit 3 must be completed and signed by Proposer.
 - b. Exhibit 3 must be included in Tab 10.

2. Proposer’s own Pricing Proposal (supplemental to Exhibit 3) that includes:
 - a. Detailed project breakdown;
 - b. Cost breakdown and detailed descriptions for all hours, material, hardware, software, licensing, training, and any other cost required for completion of the project;
 - c. Cost for integration with Avail Technologies Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System; and
 - d. Cost breakdown and detailed descriptions for to following:
 - i. Extended warranty options;
 - ii. Ongoing, as-needed maintenance and service options; and
 - iii. Ongoing, as needed training.

3. This item is optional and is in addition to Exhibit 3 and Proposer’s own Pricing Proposal as listed above:
 - a. Optional: Fee Proposal for alternative options and/or other solutions.

END EXHIBIT 2

EXHIBIT 3, PRICING FORM

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (Estimated Quantity x Unit Price)
1	NVR Onboard Camera System for Fixed-Route/Trolley Vehicle in Accordance with Exhibit 1, Scope of Services	Each	38	\$ _____	\$ _____
2	NVR Onboard Camera System for Paratransit Vehicle in Accordance with Exhibit 1, Scope of Services	Each	40	\$ _____	\$ _____
3	Review Station	Each	2	\$ _____	\$ _____
4	Software/Licensing	Each	1	\$ _____	\$ _____
5	Training	Each	1	\$ _____	\$ _____
6	Fixed-Route/Trolley Spare Set: One (1) Fixed-Route/Trolley Spare Set includes the following: One (1) NVR; One (1) 4TB Removable SSD; Three (3) 360 IP Cameras; Three (3) Exterior IP Cameras; and One (1) Interior IP Camera	Each	4	\$ _____	\$ _____
7	Paratransit Spare Set: One (1) Paratransit Spare Set includes the following: One (1) NVR; One (1) 4TB Removable SSD; One (1) 360 IP Camera; Two (2) Exterior IP Cameras; and Two (2) Interior IP Cameras	Each	4	\$ _____	\$ _____
8	4TB Removable SSD Spare Set: One (1) 4TB Removable SSD Spare Set includes the following: Four (4) 4TB Removable SSDs	Each	1	\$ _____	\$ _____
9	Base Warranty: Two (2) Years for Years 1-2; Includes all H/W, S/W, License Fees, Etc.)	Two-Years	1	\$ _____	\$ _____
10	Extended Warranty: Three (3) Additional Years for Years 3-5; Includes all H/W, S/W, License Fees, Etc.)	One-Year	3	\$ _____	\$ _____
GRAND TOTAL (Sum of Items 1 through 10):					\$ _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____