

**REQUEST FOR PROPOSAL  
#11-1569BG  
ENGINEERING SERVICES FOR UTILITIES ENGINEER OF RECORD**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose to provide Engineering Services for Engineer of Record as described in this Request For Proposal.

**DEADLINE FOR CLARIFICATION REQUESTS: May 25, 2011 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request For Proposals to the Manatee County Purchasing Office. This deadline has been established to maintain fair treatment for all potential bidders or proposers, while ensuring an expeditious transition to a final agreement.

**TIME AND DATE DUE:** Proposals will be received until **June 2, 2011 at 1:00 P.M.** which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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

FOR INFORMATION CONTACT:  
Blair C. Getz, Purchasing Division Contracts Negotiator at (941) 749-3053

AUTHORIZED FOR RELEASE: 

## SECTION A: INFORMATION TO PROPOSERS

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

### A.01 OPENING LOCATION

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

### A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

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

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

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

Manatee County may also use an internet service provider to distribute Bids and Proposals. The website for this service is <http://www.DemandStar.com>. Participation in the DemandStar system is not a requirement for doing business with Manatee County

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

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

### A.03 PROPOSAL FORM DELIVERY REQUIREMENTS

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

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

### A.04 CLARIFICATION & ADDENDA

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

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

It shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office at 941-748-4501, Ext. 3053 to determine if addenda were issued and to make such addenda a part of the proposal.

#### DEADLINE FOR CLARIFICATION REQUESTS ....

**May 25, 2011 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request For Proposals to the Manatee County Purchasing Office.

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

A.05 SEALED & MARKED

**One (1) signed Original (marked) and FOUR (4) copies (marked)** of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #11-1569BG**" and addressed to:

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

A.06 LEGAL NAME

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

A.07 PROPOSAL EXPENSES

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

A.08 EXAMINATION OF OFFER

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

A.09 DISCLOSURE

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071 (1) (b). **No review of the proposal documents shall be conducted at the public opening of the proposals.**

Manatee County will make public at the opening, the names of the business entities that submitted an offer and any amount presented as offers without any verification of the mathematics, if any, or the completeness of the offer.

A.10 ERRORS OR OMISSIONS

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

#### A.11 RESERVED RIGHTS

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

#### A.12 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws Chapter 2-26, as amended. Procedures and deadlines concerning protests related to this Request For Proposals shall be those which are set forth in §2-26-61 of the County Code.

#### A.13 CODE OF ETHICS

With respect to this proposal, if any proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Code of Laws, Article III, Ethics in Public Contracting, 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 may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

The County presumes that all statements made and materials submitted in a proposal will be truthful. If a proposer is determined to be untruthful in its proposal or any related presentation, such proposer may be disqualified from further consideration regarding this Request for Proposals.

#### A.14 COLLUSION

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

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

#### A.15 PUBLIC ENTITY CRIMES

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

#### A.15 PUBLIC ENTITY CRIMES(CONTINUED)

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

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

#### A.16 DRUG FREE WORK PLACE

Drug Free Workplace Program: Manatee County has adopted a policy requiring Contractors to maintain a Drug Free Workplace (Resolution R-93-22). Proposers are asked to review the attached Resolution and provide either a certification of compliance with the program outlined in this Resolution or describe your firm's policy or program as it relates to maintaining a drug free workplace. This response will be considered with the other criteria described herein. **Proposer to complete Attachment "B"**

#### A.17 LOBBYING

After the issuance of any Request For Proposals, prospective proposers or any agent, representative or person acting at the request of such proposer shall not contact, communicate with or discuss any matter relating in any way to the Request For Proposals with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request For Proposals. This prohibition begins with the issuance of any Request For Proposals and ends upon an award of the final contract, when all solicitations have been rejected, or when the request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Law Chapter 2-26.

#### A.18 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, women or minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

**A.19 AMERICANS WITH DISABILITIES ACT**

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

**END OF SECTION A**



## SECTION B: FORM OF PROPOSAL

This section identifies specific evaluation factors which are to be given written responses. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in Sections B.01 through B.04, identifying the response to each specific item.

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

**B.01 MINIMUM QUALIFICATIONS:** The Proposer must present qualifications as follows prior to further consideration of their proposal:

Proposer must be certified to practice engineering in accordance with Florida Statute 471 and have proven professional experience in potable water, wastewater and reclaimed water systems. Experience must have been demonstrated in systems of similar size and complexity of those in the Manatee County Utilities Department. Minimum experience shall be demonstrated in:

- Proposer shall provide a list of projects that show their firms experience in the design, construction and operation for water treatment plant design of conversion to a ultrafiltration treatment process facility.
- Systems greater than 20 MGD potable average daily flow, greater than 10 MGD Wastewater average daily flow and greater than 10 MGD reclaimed water average daily flow.
- Preliminary engineering and feasibility investigations (Basis of Design Reports), engineering estimates, value engineering cost studies and peer design reviews.
- Design and construction-phase services including cradle to grave coordination of the interdisciplinary work of design and construction engineering including; utility operations input and reviews, complete bid services, contract management services, contract closeout, as-built-drawing certification, annual punch out lists and follow up throughout warranty period of three years.
- Surface and groundwater potable sources, aqua storage & recovery wells, reclaim water injection wells, multiple waste water reclamation facilities, collections and lift station systems, agricultural, recreational and residential reclaimed distribution systems.

B.01 MINIMUM QUALIFICATIONS (Continued)

- Permit writing and management for utility operations of similar size, scope and complexity as Manatee County systems.

If the proposer is relying on any acquisition or merger for meeting the minimum qualifications requirement, the proposer shall clearly disclose such acquisition or merger. The proposer shall clearly explain how the acquisition or merger meets the minimum qualification requirements, including a description of each firm's experience and personnel.

B.02 ADMINISTRATIVE SUBMITTAL

- Proposal Signature Form.
- Drug Free Work Place Certification (Attachment A).
- Public Contracting and Environmental Crimes Cert. (Attachment B).

After Manatee County staff validates the qualifications given, those proposers who meet the minimum qualifications stated will be considered.

B.03 INFORMATION TO BE SUBMITTED REGARDING YOUR BUSINESS ENTITY

Tab's are required to identify each item defined in this Section

The Business Entity presenting the proposal must present for evidence of experience in **ENGINEERING SERVICES FOR ENGINEER OF RECORD.**

To validate the qualifying service, provide the Florida City or County, the date of the engagement, a government contact who was responsible for the administration of that contract and contact information including telephone and email information.

- B.03.1. Provide a description of the proposer's **background and size**. Provide a general statement of qualifications that includes your firm's professional credentials, the legal status of your organization, and experience in providing the service enumerated in this Request For Proposal.
- B.03.2. Provide an **explanation of the business entity which you represent**. Specify the business entity which would be bound by a contract, should your firm be selected: company or corporation; subcontractor roles; and if a joint venture, include the specific experience that the joint venture partners have working together on similar projects.

If the proposer is a joint venture, or partnership, the details of the responsibilities for provision of the required services must be clearly disclosed.

**B.03 INFORMATION TO BE SUBMITTED REGARDING YOUR BUSINESS ENTITY(CONTINUED)**

Provide a narrative on how you anticipate the partnerships to manage the work and any prior experience that the individual entities may have had in working together on other projects. Disclose the lead firm of a joint venture.

B.03.3 Identify each **principal of the firm and other “key personnel”** who will be professionally associated with the County. Do not include personnel that will not have a role in this project. Describe their respective areas of expertise. Include personalized resumes which identify the qualifications, training and experience of each key personnel. Identify each individual on your team and provide the following information:

- Name
- Professional credentials
- Title
- Telephone number
- Office address
- Email address
- Brief description of the individual’s role and duties for Manatee County
- Individual resume

B.03.4 Submit a list of **subcontractors and sub-consultants** that may be used with the same level of detail as item B.03.3 above

B.03.5. **Specify the office and the location of the business entity explained in response to item B.03.3 above which is to be the primary location of the principal and key personnel.** List the key personnel at that location. For the remaining key personnel detail at what location(s) from which they will work and how they will provide management services or supply support from those locations.

B.03.6. Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting your firm.** During the term of this engagement detail the employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.

If your business entity has limited experience, such as a joint venture created for this project, provide a narrative on how you anticipate the new partnerships to manage the work and any prior experience that the individual entities may have had in working together on other projects. If submitting projects as support, include the level of detail requested in item B.03.3 above.

**B.03 INFORMATION TO BE SUBMITTED REGARDING YOUR BUSINESS ENTITY(CONTINUED)**

- B.03.7. Using the response to B.03.3 in which you identified "Key Personnel", provide a list, with references, of Engineering Services for Engineer of Record **that each individual has performed since 2003**. References given must specify employees in senior level management positions with knowledge of the project to confirm the claimed details. Include the name of the entity for whom the work was completed, a description of the project, the dates of service, the telephone number(s) and email addresses of the identified contact persons.
- B.03.8. Disclose any **private client engagements that your business entity has undertaken as an ENGINEERING SERVICES FOR UTILITY ENGINEER OF RECORD** from 2003 to the current date. Provide the private client's name, the date of the engagement, and the description of the services your business entity provided.
- B.03.9. Provide a list of at least **five (5) references** with knowledge of your firm's contract performance with local government. References shall be employees in senior level management positions at the governmental entity. Include the name of the entity, a description of the contract project, the dates of service and the name(s) and telephone number(s) of the contact persons.
- B.03.10. Present evidence of experience in working with grant or other intergovernmental funding timetables and requirements. Explain ability to provide County with assistance in grant and other intergovernmental funding matters. Describe projects(s) and services provided.
- B.03.11. Provide a list of the **contracts your firm has obtained** within the past three (3) years, indicating the type of services provided and the locations. Provide a list of the contracts your firm has lost in the past three (3) years and state the reason for the loss and the location.
- B.03.12. Provide a list of the pertinent water, waste water and reclaimed water projects performed over the past five (5) years by your firm. Provide for the projects listed the following information, a) were the projects designed within budget, b) did the construction phase of the projects designed by your firm meet budget and c) was the construction schedule met?, if the answer is no to any of the above state cost overruns and/or damage claims with reasons for the increases.
- B.03.13. Provide a list of the pertinent water, waste water and reclaimed water permitting activities, operation and maintenance assistance and applicable water, waste water and reclaimed water reports or study activities performed by your firm over the past five (5) years and identify the primary office that performed the work.

**B.04 ADDITIONAL INFORMATION TO BE SUBMITTED**

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

**NOTE:** The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the Scope of Services stated in this Request For Proposal.

**END SECTION B**

## SECTION C: SELECTION

### C.01 EVALUATION FACTORS

Evaluation factors are the perceived ability of the Proposer to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner. Evaluation factors shall determine the proposal which will overall best meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation by the County.

### C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors stated above.

### C.03 PRELIMINARY RANKING

A Selection Committee may determine from the responses to **Section B: Form of Proposal** of this Request for Proposal and subsequent investigation as necessary, the Proposers most susceptible of being selected for award.

### C.04 IN-PERSON REVIEW OF PROPOSERS AND PROPOSALS

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

Proposers shall be available for presentations to and interviews with the Selection Committee, upon notification from the Purchasing Office. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County.

### C.05 SELECTION FOR NEGOTIATION

The County desires to negotiate Agreements with multiple proposers. The Proposer(s) whose ability and proposal is/are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this Request for Proposal, shall be selected to negotiate an agreement for the stated Scope of Services.

### C.06 AWARD

Award of an agreement is subject to the successful negotiations and the vote of the Board of County Commissioners to approve and authorize execution of an agreement document.

END SECTION C

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL

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

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. Pursuant to This Section "D" thru negotiations the Agreement shall remain in effect for a period of one (1) year, but may be renewed, thru mutual agreement of both parties, for four (4) additional periods, each of one (1) year.
- d. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

D.02 AGREEMENT

The County desires to negotiate Agreements with multiple proposers. Those selected proposer(s) shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

The Board of County Commissioners will be presented the negotiated agreement(s) as a best offer for consideration of award. The Manatee County Board of County Commissioners shall determine whether to (a) accept the recommended award and approve the execution of an agreement, (b) reject the recommended award and direct further negotiations, or (c) reject the recommended award and direct the termination of negotiations.

END SECTION D

## SECTION E: SCOPE OF SERVICES

### E.01 PURPOSE GENERAL SCOPE – ENGINEER OF RECORD

- A. The Consultant shall perform, on an as required basis, all of the professional services necessary for Engineering for Engineer of Record projects for Manatee County. Consultant shall conduct studies and prepare reports regarding maintenance and operation of existing facilities, systems and connections; perform rate studies; provide technical assistance on utility, operational, technical, engineering and financial issues, including, but not limited to, bond refinancing, grant funding, loans and bond issues related to the utility system. Prepare annually, at the end of each fiscal year, reports in accordance with bond requirements. Consultant shall be required to provide required services for selected utility projects incorporated into the Manatee County Capital Improvement Plan (CIP). Other work may include a variety of tasks, special projects and feasibility studies associated with utility engineering services. Engineering service specialties shall include but are not limited to civil, structural, mechanical, electrical/instrumentation, environmental and industrial. Other service specialties shall include but are not limited to biological and ecological evaluations, geological, geotechnical and hydrogeological investigations, mapping and surveying.
1. As the Engineer of Record the Consultant shall perform as the County's Professional Engineer of Record. As the Engineer of Record, the Consultant will be expected to conduct studies and prepare reports regarding maintenance and operation of existing facilities, systems and connections; perform rate studies, and provide technical assistance on all utility issues, operational, technical, engineering and financial issues, including but not limited to, bond refinancing, grant funding, loans and bond issues related to utility systems. The Consultant shall prepare each fiscal year, an annual report in accordance with requirements of the bonds.
  2. In addition the consultant shall perform on an as required basis, all of the services necessary for projects that require permits for construction and operation of water, wastewater, reclaimed water projects and related utility facilities; renovations/additions to existing facilities; operational related services and studies; special projects and to conduct feasibility studies. In addition, operational analysis, modeling and plan evaluation may be required. Engineering services specialties shall include but are not limited to civil, structural, mechanical, electrical/instrumentation, environmental, industrial, geological and biological, Plant SCADA system installation, programming and training. Other service specialties shall include but are not limited to, water quality and water pollution control, remedial investigations, leachate treatment, mapping and surveying.



## E.01 PURPOSE GENERAL SCOPE – ENGINEER OF RECORD (CONTINUED)

- B. Project size may vary and tasks will be assigned on the basis of individually negotiated work assignments. The Consultant shall perform all the services specified in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The Consultant services will include the necessary utility engineering/engineer of record and other professional services that consist of record services for basis of design reports, design and specifications, bid and construction services, construction permits preparation of as-built drawings based on value engineering practices. Services may include renovations/additions to existing facilities, environmental investigations and remediation, structural engineering reports, special project analysis and professional technical memorandums and/ or studies.

## E.02 SCOPE OF SERVICES

Engineering services specialties shall include but are not limited to:

1. Civil - with emphasis on municipal water, wastewater and reclaimed water
2. Structural
3. Mechanical, HVAC, Plumbing
4. Electrical/Instrumentation – SCADA installation and programming.
5. Environmental
6. Industrial
7. Geological
8. Water, wastewater and reclaimed water technologies
9. Hydrogeological, Hydrological, Hydraulics and computer water modeling
10. Geotechnical, soils, mechanics, foundation, earthen dam and materials testing
11. Mapping and surveying
12. Chemical
13. Ecological and Biological
14. Value Engineering.

## E.02 SCOPE OF SERVICES(CONTINUED)

15. Surveys
16. Environmental Investigations and Remediation
17. Utility Locations Services

## E.03 SCOPE OF SERVICES/SERVICE SPECIALTIES

Other service specialties shall include but are not limited to water and wastewater engineering , water quality and water pollution control, environmental investigations and remediation, industrial wastewater evaluation/ effluent reuse and disposal systems (wells), class AA sludge management water and wastewater treatment facilities design, lift station and pump station design, gravity sewer and force main design, mapping and surveying, water treatment and waste water treatment operations design. Supplementary professional services required may include geographic information systems, regulatory liaison, ecological assessments, laboratory testing, permitting, CADD, environmental monitoring and audits, environmental assessment statements, assistance in financial matters, preliminary studies/layouts and cost estimates, valuations and rate studies, planning studies, preparation of annual reports, operation and maintenance studies and land acquisition services. In addition to the above, other specialty services include PLC Programming, Human Machine Interface Programming, and Control System Integration.

## E.04 SCOPE OF SERVICES /WORK ASSIGNMENTS

As projects are identified, Work Assignments will be issued to the Consultant to perform the requested services. Projects may be assigned individually or in groups.

## E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES

Other additional services may include:

1. Assistance in preparation of documents required for approval by governmental authorities who have jurisdiction over criteria applicable to the project.
2. Preparation of applications and supporting documents for government grants.
3. Assistance and training for initial start-up and test operation of equipment or devices and the preparation of manuals for operation and maintenance.
4. The Consultant shall be responsible for all engineering and engineer of record management as defined in this Scope of Services. All engineering and engineer of record projects shall be performed in accordance with the guidelines, standards, procedures and directives that are a part of this Scope of Services either directly or incorporated herein by reference.

**E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)**

**5. Project Control.**

The Consultant shall:

- a. Develop and maintain a project reporting system tracking all critical events, both scheduled and actual for projects if necessary. Said report shall be submitted to the Contract Manager on an as required basis.
- b. At a minimum, participate in project meetings on an as required basis with the Contract Manager to relate current status of overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions.

**6. Quality Control.**

The Consultant shall:

- a. Provide quality assurance and performance tracking of each project.
- b. Insure delivery schedules and the integrity of the products.
- c. The consultant shall be responsible for errors and omissions to the plans and specifications.

**7. Personnel.**

- a. The Consultant shall provide a full cadre of qualified personnel as necessary to effectively carry out its responsibilities under the Scope of Services. The Consultant shall utilize only competent personnel, who are qualified by experience and education, and who are acceptable to the Contract Manager. The Consultant shall not make changes in the professional personnel working on activities pursuant to this Agreement without the written approval of the Contract Manager.
- b. The Consultants' agent shall be present for project decision meetings as requested by the Contract Manager.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

## 8. Engineering/Engineer of Record Consulting Services.

The Consultant shall:

- a. Provide engineering/engineer of record services for assignments related to water, wastewater reclaimed water, sludge and general utility matters.
- b. Provide other professional services, as requested that shall include, but not limited to:
  - 1) Surveying and Mapping.
  - 2) Geographic Information Systems.
  - 3) Quality Control.
  - 4) Remedial Investigation.
  - 5) Regulatory Liaison.
  - 6) Contamination Assessments.
  - 7) Operation and Maintenance Studies and Training
  - 8) Ecological Assessments.
  - 9) Permitting.
  - 10) CADD Services.
  - 11) Environmental Monitoring of Permit Requirements.
  - 12) Land Acquisition Services.
  - 13) Prepare Annual Reports.

## 9. Comply with all applicable Federal and State laws, County ordinances and regulations in the performance of these services.

## 10. Ordering of Services.

Tasks or multi tasks shall refer to the sequential ordering of Consultant's services under a Work Assignment which should as applicable, be titled as follows:

- a. Conceptual Design (Studies and Reports).
  - 1) Prior to starting the Conceptual Design Phase for any project the Consultant shall submit to the County for approval, a Basis of Design Report or Technical Memorandum which shall include, but not be limited to the following:
    - Project feasibility.
    - Design parameters.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

- Engineering constraints and limitations.
  - Facility sizing.
  - Subsurface evaluation.
  - Alternatives.
  - Regulatory requirements.
  - Opinion of probable construction costs.
  - Project schedule.
  - Project staging plan.
  - Funding sources, if applicable.
2. The Consultant shall initiate and coordinate meetings with Manatee County staff and regulatory agencies as applicable.
  - 3) The Basis of Design Report or Technical Memorandum Report shall be used to support the permitting and subsequent design and construction services tasks for the project.
  - 4) As applicable to project requirements, the Consultant shall conduct an analysis and provide the County with a summary report outlining the results.
  - 5) Deliverables: The Consultant shall submit to the County, a Basis of Design Report or Technical Memorandum Report together with the necessary single line diagrams, maps, sketches and other information.
11. Preliminary Design Phase (0-60% Complete).
- a) Based on the County approved Basis of Design Report or Technical Memorandum Report, the Consultant shall initiate the preliminary design phase to include, but not be limited to, the following sub-tasks/functions as applicable
    - Design survey.
    - Aerial photography.
    - Additional geotechnical evaluations, as required.
    - Coordination with utility companies.
    - Definition of utility corridors.
    - Sizing and preliminary design of facilities.
    - Possible environmental impacts and mitigation alternatives.
    - Coordination with the affected regulatory agencies.
    - Valving and system connections.
    - Preparation of technical specifications.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

- Identify electrical requirements and coordinate with the power company.
- Preparation of plan and profile sheets.
- Definition of existing right-of-way, easements and required easements.

## b) Deliverables:

- Preliminary plans and details.
- Preliminary technical specifications.
- Geotechnical and other specialty reports.
- Design calculations.
- Other applicable correspondence.

## 12. Final Design Phase (60-100% Complete)

a) The Consultant shall finalize the Contract Documents (plans and technical specification) for bidding and construction based on input from the County and affected regulatory agencies. Permit applications and supporting documentation shall be prepared and submitted at the 90% stage. The Consultant shall finalize the coordination efforts with the utility companies and regulatory agencies in this phase.

b) The Consultant shall propose the measurement and payment section and schedule of bid items specifically for the project, including an estimate of construction costs. All construction details, special crossing and easement requirements shall be finalized.

## c) Deliverables:

- All regulatory permits, i.e. FDOT, SWFWMD, DEP, ACOE, etc.
- Final plans. One (1) set of final reproducible plans.
- CD version of the bid package containing the plans, specifications, bid form, construction schedule and cost estimate.
- Final technical specifications.
- Final geotechnical and other specialty reports.
- Final design calculations.
- Other applicable correspondence.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

## 13. Construction Phase

- a) Participation in pre-bid information conference and proper minutes of meeting. Assist the County in preparation of addenda.
- b) Assist the County in evaluating bids.
- c) Conduct preconstruction conference and prepare minutes of meeting.
- d) Review and approve shop drawings.
- e) Visit project site(s) at appropriate stages of the work to observe the progress of the work and report observations to the County.
- f) Provide recommendations of changes, if necessary, which may be required within the scope of the project during construction.
- g) Manage construction contract schedule, conduct frequent project site visits and prepare punch list items to be corrected or completed at the substantial and final completion stages of the work.
- h) Review monthly pay requests for completeness submitted by Contractor and make recommendation for payments.
- i) In coordination with the County, prepare responses to resident complaints and maintain a record of complaints and action taken.
- j) Prepare and furnish the County a final set of reproducible record drawings (as-builts) from data provided by the Contractor and the project representative. All information gathered by Consultant shall be field verified and a certified set of as-builts shall be submitted to the County. The Consultants shall be responsible for supplying the County certified as-builts and all certifications to all state agencies. All record drawings shall conform to County LIS requirements.
- k) Visit the project site prior to the end of the three year construction warranty period and prepare a punch list of items to be corrected prior to the warranty expiration date.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

## 14. Operation Studies.

- a) Permitting reports/evaluation.
- b) Operational analysis and treatment optimization studies with recommendations.
- c) Rate studies.
- d) Water, wastewater, reclaimed water and sludge reports.
- e) Sampling evaluation.
- f) Grant applications.
- g) Industrial waste composition and operational effects
- h) Modeling and forecasting studies.
- i) Future water, wastewater, reclaimed water and sludge growth alternatives.
- j) Public information meetings.
- k) Pilot scale studies
- l) Training classes.
- m) Promotions.

## 15. Submittals:

- a) Conceptual Phase.
  - Design Memorandum Report.
  - Master Plan.
  - Requirements listed in paragraph E.01A
- b) Preliminary Design Phase.
  - 30% Phase.
  - 60% Phase.



**E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)**

- c) Final Design Phase.
  - 90% Plans and Technical Specifications.
  - 100% Contract Documents.
  
- d) Construction Phase.
  - Review Shop Drawings.
  - Field Observation Reports.
  - Construction Meeting Minutes.
  - Review Pay Requests.
  - Record Drawings.
  
- e) Operations Studies.
  - Preliminary Reports.
  - Final Reports.
  - Training Materials.
  - Grant Applications.

**EO.6 RESPONSIBILITIES OF THE CONSULTANT:**

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, or other documents and data. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

The Consultant shall maintain books, records, documents and other evidence directly pertaining to or connected with the services under this agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the County or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

**EO.7 OWNERSHIP AND USE OF DOCUMENTS:**

It is understood and agreed that the documents or reproducible copies, including reports, designs, specifications, other documents and data developed by the Consultant in connection with its services shall be delivered to and shall become the property of the County as they are received by the County. The Consultant hereby assigns all its copyright and other proprietary interests in the products of the agreement to the County. Specific written authority is required by the County's Administrative Agent for the Consultant to use any of the work products of this agreement on any non-County project.

**E.08 INSURANCE:**

Insurance: Before performing any contract work, the Consultant shall procure and maintain, during the life of the agreement unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.

- A. Workers' Compensation - Consultant shall provide Workers' Compensation Insurance, on behalf of all employees who are to provide a service under this agreement as required under Florida Law.
- B. Commercial General Liability – Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this agreement.
- C. Umbrella Liability – With limits not less than \$2,000,000 per occurrence covering all work performed under this agreement.
- D. Professional Liability – With limits of not less than \$1,000,000 for professional services rendered in accordance with this agreement.

All policies required by this agreement, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by County Risk Management, are to be written on an occurrence basis, shall name the Board of County Commissioners, its officers, agents, employees and volunteers as additional insured as their interest may appear under this agreement. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Manatee County, its commissioners, officers, agents, employees or volunteers.

E.08 INSURANCE: (CONTINUED)

Each insurance policy required by this agreement shall:

- apply separately to each insured against whom the claim is made and the suit is brought, except with respect to limits of the insurer's liability.
- be endorsed to the state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior, written notice by certified mail, return receipt requested, has been given to Manatee County Risk Management

The procuring of required policies of insurance shall not be construed to limit the Consultant's liability nor to fulfill the indemnification provisions and requirements of this agreement.

Certificates of Insurance evidencing claims made or occurrence from coverage and conditions of this agreement, as well as the contract number and description of work, are to be furnished to County Risk Management prior to commencement of work. All insurance certificates shall be received by County Risk Management before the Consultant will be allowed to commence or continue work.

END OF SECTION E

## SECTION F

**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION****F.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line “Vendor Registration” web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed is a copy of the current Manatee County law that details the County’s Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County’s Web page, you fill out the attached “**Affidavit As To Local Business Form**” that is the **last page** in this section of the proposal, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration. Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

**Quick steps to on line registration:**                      **[www.mymanatee.org](http://www.mymanatee.org)**

A link to “Purchasing” is listed under the “Quick Links” on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on “Vendor Registration.”

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a “Local Business” changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the **proposal**.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

## **MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

### **F.02 Section 2-26-6. Local preference, tie bids, local business defined.**

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

**(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**

(e) For all contracts for professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

**F.02 Section 2-26-6. Local preference, (CONTINUED)**

(f) Local preference shall not apply to the following categories of contracts continued)

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

**MANATEE COUNTY GOVERNMENT AFFIDAVIT AS TO LOCAL BUSINESS**

**(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_

and the duly authorized representative of: [name of business] \_\_\_\_\_, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a **proposal** pursuant to this **Request For Proposals**, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial]\_\_\_\_\_

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial]\_

D. Criminal Violations: I certify that within the past five years of the date of this **proposal** announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial]\_\_\_\_\_

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this **proposal** announcement. [Initial]\_\_\_\_\_

F. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial]\_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.*

Signature of Affiant \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205**

**PROPOSAL SIGNATURE FORM**

**RFP #11-1569BG  
ENGINEERING SERVICES FOR UTILITIES ENGINEER OF RECORD**

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

\_\_\_\_\_  
Email

( ) \_\_\_\_\_  
Telephone Number

Mailing Address:  
\_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

The undersigned attests to his or her authority to submit this proposal and to bind the firm herein named to perform the services offered in a two party agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide Engineering Services Engineer of Record for Manatee County, according to the requirements of this RFP #11-1569BG.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Name and Title of Above Signer

\_\_\_\_\_  
Name and Title of Above Witness

\_\_\_\_\_  
Name and Title of Firm's Representative for Manatee County

\_\_\_\_\_  
Email for Firm's Representative for Manatee County

\_\_\_\_\_  
Telephone Number of Firm's Representative for Manatee County



# Attachment "A"

## PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

### SWORN STATEMENT PURSUANT TO ARTICLE 6, MANATEE COUNTY PURCHASING CODE

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

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

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

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

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

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

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among 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.

Attachment "A" (Cont'd.)

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

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

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

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

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

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

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

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

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

# ATTACHMENT "B"

## Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),  
MANATEE COUNTY PURCHASING CODE

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

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

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

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

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_ (If the entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

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

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

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

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

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

(i) abide by the terms of the statement; and

ATTACHMENT B (Cont'd.)

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

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

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

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

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

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

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

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
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.