

**REQUEST FOR PROPOSAL #14-0287FL  
CONSULTING SERVICES FOR  
INFRASTRUCTURE, GROWTH PLANNING AND STRATEGIES**

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 Consulting Services for Infrastructure, Growth Planning and Strategies.

To insure that all prospective Proposers have sufficient information and understanding of the County's needs, a **Non-Mandatory Information Conference** will be held **November 26, 2013 at 10:30 A.M.** in the **Manatee Room** 1112 Manatee Avenue West, 4<sup>th</sup> floor, Bradenton, Florida 34205. All Proposers are encouraged to attend this information conference.

**DEADLINE FOR CLARIFICATION REQUESTS:** **November 27, 2013 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

**TIME AND DATE DUE:** Proposals will be received until **December 11, 2013 at 4:00 P.M.** at 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:**

Frank G. Lambertson, Purchasing Division Contracts Negotiator  
(941) 749-3042, Fax (941) 749-3034  
Email: frank.lambertson@mymanatee.org  
Manatee County Financial Management Department  
Purchasing Division

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 Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

### **A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS**

Request For Proposals on <http://www.mymanatee.org>

Request For Proposal documents and the Notices of Intent to Award related to those 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 access 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.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the Chambers website: <http://www.Manateechamber.com>. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** 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 DIVISION (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 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS**

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 Division 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 Division. 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 C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** 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 Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division 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 Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

**DEADLINE FOR CLARIFICATION REQUESTS:** **November XX, 2014 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

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

#### **A.05 SEALED & MARKED**

**One signed Original (marked Original) and Six (6) Copies (marked Copy) and Two (2) CDs** of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #14-0287FL Consulting Services Infrastructure, Growth Planning and Strategies**" and addressed to:

Manatee County Purchasing Division  
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**

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

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that the County would provide and at a cost that does not exceed the cost provided in F.S. 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, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of successful Proposer upon

termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the County in a format this is compatible with the County's information technology systems.

#### **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 DISQUALIFICATION DUE TO NON-RESPONSIVENESS**

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

#### **A.12 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.13 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 Chapter 2-26. Procedures and deadlines concerning protests related to this Request for Proposal shall be those which are set forth in § 2-26-61 of the County Code.

#### **A.14 CODE OF ETHICS**

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

#### **A.15 COLLUSION**

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

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and

- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

#### **A.16 PUBLIC ENTITY CRIMES**

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

In addition, Manatee 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 “B” and submit with your proposal.**

#### **A.17 LOBBYING**

After the issuance of any Request for Proposal, 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 Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

#### **A.18 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure 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 or national origin in consideration for an award of contract.

#### **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 SECTION A**



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

### **CONSULTING SERVICES FOR INFRASTRUCTURE, GROWTH PLANNING AND STRATEGIES**

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

New development has been occurring in areas of Manatee County that have limited infrastructure and services available, requiring infrastructure upgrades and investments by the development community, Manatee County Government, the School Board, and other agencies. Over 20,000 dwelling units have been entitled with concurrency reservations since the early 2000's. Due to the recession, most are unbuilt and spread out over a vast area of north and northeast Manatee County. Conversely, there are more established areas, generally in the southwest portion of the county, that have existing infrastructure and services with capacity for additional growth, both redevelopment and greenfield development.

Manatee County's *How Will We Grow?* (Attachment C) report illustrates efficiencies that can be gained by focusing more resources and development into these more established areas of the county. Growth and redevelopment in areas that already have schools, fire stations, libraries, utilities and other infrastructure can better maximize the efficiency of existing infrastructure. Providing more development opportunities in these areas is important as it provides a more cost effective and efficient alternative to growth in comparison to new development in areas farther away and with limited or no infrastructure and services. In those areas, the lack of services quickly comes to the attention of new residents who often request more new infrastructure and local services above and beyond what can be expected from the development community.

The County's impact fee schedule, concurrency regulations and level-of-service standards do not reflect any differences between developing far and away from existing services versus developing "in-town" where existing infrastructure and services are present. There is no methodology to focus growth where it is efficient for Manatee County to serve it or a method to recuperate additional expenses when growth occurs far and away from existing services, where it is less efficient to serve and no capital improvements are programmed.

For the purpose of this scope of services, infrastructure means our potable water, sanitary sewer and reclaimed water systems, roads, stormwater, transit, parks, libraries, etc. While public schools and outside public safety agencies do not fall under the Board of County Commissioners authority, coordination with the Manatee County School Board and outside police/fire agencies should be part of this plan.

Manatee County expects that this Request For Proposal will result in an award of a contract to provide Infrastructure, Growth Planning and Strategies Consulting Services as required by Manatee County.

The successful Consultant shall perform all the services specified in this Agreement in accordance with generally accepted professional standards. The successful 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.

## **B.02 PURPOSE**

The Board of County Commissioners has directed staff to amend the County's growth management and infrastructure investment strategy (i.e., Land Development Code, Comprehensive Plan, capital improvements planning process, utility planning, concurrency regulations, impact fee schedule, etc.) to provide a more coordinated, efficient and cost effective approach to land development and the growth of infrastructure and services for the future. The Board has recognized the need to have an infrastructure investment strategy that reflects the different built environments, service levels and needs in the various parts of the county.

**No legal services are to be procured under this RFP.**

## **B.03 SCOPE**

This scope of services to be provided include the development of a workplan for a new infrastructure growth strategy for unincorporated Manatee County. To better reflect the direction of the Board of County Commissioners and the *How Will We Grow?* report (Attachment C) and the Urban Land Institute (ULI) recommendation report (Attachment D) in providing an economically feasible approach to growth and services, the successful consultant will analyze and make recommendations by the specific tasks as follows.

### **Task I – Discovery & Findings**

The successful consultant will work with and interview County staff from various Departments. At a minimum, the successful Consultant will fact-find, research and document the County's business methods and procedures for decision making associated with interrelationship between the land development review process, capital improvements and infrastructure planning.

The successful consultant will review the development review process specifically (i.e., concurrency, level of service, infrastructure review and planning, etc.) and recommend a management and decision making strategy that improves the efficiency and delivery of new infrastructure and development.

The successful consultant will review the current capital improvements programming process/strategy. This will include development across departmental lines of an internal CIP programming system that guide decision making and project prioritization.

The successful consultant will review the current funding strategies in place for delivering infrastructure. This includes the ability of the County to require concurrency based off-site improvements. Current strategy associated with impact fees and facility investment fees are also part of this review

Departments interviewed will include but not be limited to:

- Public Works (concurrency, stormwater, traffic engineering, transportation planning, fiscal/CIP, utility modeling and engineering review);
- Property Management (rights-of-way);
- Utilities (general solid waste, water & sewer operations, delivery system and plants);
- Neighborhood Services (economic development, neighborhoods, redevelopment, libraries);
- Building and Development Services (land development and planning),
- Public Safety Department (County EMS);
- Parks and Natural Resources Department (parks and conservation lands);
- Financial Management Department (impact fees, budget, CIP); and the
- County Administrator's Office

The successful consultant will also interview the County Attorney's office land use attorneys. The successful consultant will also interview other stakeholders such as the School Board and Fire Districts.

The successful consultant will review the impact of recent case law (i.e., Koontz, etc) in terms of how other local governments are reacting and changing practices (no legal services are requested under this RFP) taking same into consideration when forming its recommendations.

The following are specific items that need to be reviewed:

- Use and capabilities of existing Utilities Master Plan model and use in land development review and CIP process.
- Level of Service Standards (all identified in Comprehensive Plan) and their meaning/relationship to efficiency of other services and other mechanisms/regulations.
- Concurrency Regulations and their meaning/relationship to efficiency of other services and other mechanisms/regulations (i.e., transportation concurrency in urban core vs. developing areas of county).
- Transportation Planning (Comprehensive Plan, Future Thoroughfare Maps, road networks, multi-modal opportunities, MPO's Long Range Transportation Plan (LRTP), County right-of-way strategy and implementation thereof).
- Review of relationship to efficiency of other services and other mechanisms/regulations (i.e., utility masterplan, future buildout of infrastructure, timing of CIP projects, etc.).

- Integration of the above and how they work / don't work together in terms of efficient growth decision making.

The deliverable will be a findings report. It will include a strengths, weaknesses, opportunities and threats based (SWOT) analysis. The findings report will be presented to Department Directors and Administration, then to the BCC and stakeholders in a worksession format with revisions potentially being incorporated as required after presentation.

## **Task II – Recommendations to Improve Efficiency**

The following incorporates the deliverable of Task I above, and creates specific recommendations to address the issues and discoveries. The strategies should reflect the need to have an infrastructure investment strategy that reflects the different built environments, service levels and needs in the various parts of the County. Recommendations shall include suggested revisions to applicable documents, plans, regulations, processes, etc. to include:

- Recommendations on revisions to the land development review process (addressing each review discipline & interaction) will be provided based upon the finding of Task 1.
- Recommendations for revisions to land development regulations (i.e., Comprehensive Plan, Land Development Code, Public Works Engineering Standards, etc).
- Specific decision matrices are desired for key disciplines/functions to ensure appropriate review of other infrastructure, timing and plans are considered.
- Recommendations for revisions to the infrastructure/CIP process (addressing key disciplines & interactions) will be provided based upon the finding of Task 1.
- Specific decision matrices are desired for key disciplines/functions to ensure appropriate review of other infrastructure, timing and plans are considered.
- Development of funding strategies and methodologies that ensures adequate funding for all public infrastructure required for growth in a fair and equitable manner and within required timeframe.
- Report should include alternative finance mechanisms, strategies and ways to improve efficiencies with new growth strategies.
- The actual development of some specialized revenues, such as impact

fees, mobility fees, facility investment fees, and recommendations on alternative funding strategies/sources will be accomplished through a future procurement process.

The deliverable will be a recommendations report. It will include decision making, project prioritization tools for the County that provides a more coordinated, efficient and cost effective approach to land development and the growth of infrastructure and services for the future. The report will be presented to Department Directors and Administration, then to the BCC and stakeholders in a worksession format with revisions potentially being incorporated as required after presentation.

**END SECTION B**

## **SECTION C: FORM OF PROPOSAL**

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.03**, identifying the response to each specific item.

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

### **C.01 MINIMUM QUALIFICATIONS TO BE CONSIDERED**

To qualify for any consideration, the Proposer(s) must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services required in this RFP.

Proposers should be multi-disciplinary to include land use planning; local government related planning (i.e., codes, comprehensive plans, etc), infrastructure funding methodologies, policy development, GIS, transportation, recreation and open space facility strategic planning and budgeting, utilities planning and economic-related services. Work experience with land development regulations, infrastructure funding methodologies, and policy development in the State of Florida is important. However, experience and expertise in all the above is not required. Sub-consultants and consultant teams are permitted.

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

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

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

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

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

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

## **C.02 ADMINISTRATIVE SUBMITTAL**

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment B).

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

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

- C.03.1 Provide a description of each Proposers' **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service enumerated in this Request for Proposal.
- C.03.2 Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.
- C.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 key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name
- Title

- Professional credentials
  - Area of expertise, individual's roles and duties in providing services
  - Office address
  - Email address
  - Telephone number
  - Personalized resumes which identify the qualifications, training and experience of each key personnel
- C.03.4 Disclose **any ownership interest in other entities** involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- C.03.5 Proposers are required to disclose **all potential conflicts of interest** that might arise from their representation of current and past local land development projects.
- C.03.6 **Provide authorization for a Manatee County auditor and/or financial analysts to have access to your financial records at the primary location of the business entity**, or such other location as may be agreed, for the purposes of verifying your financial representations, review and assessment of the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations to the County as proposed in this proposal to Manatee County. The County's audit and /or financial analyst agents will report their findings in a summary report to the Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.
- C.03.7 Include a statement of qualifications that includes Proposer's **credentials and experiences** in providing the services outlined in the scope of services. Identify knowledge and experience with key planning issues addressed in the scope of service.
- C.03.8 Submit a **staffing plan** which details all staffing needs Proposer(s) believe will be required to perform the services proposed in the submitted proposal.
- C.03.9 Provide the associated all inclusive cost for these services per task to be provided in accordance with this Request for Proposal. Include all labor categories and associated labor rate for each categories, travel and other costs.
- C.03.10 Discuss your firm's **PROJECT APPROACH** to provide the necessary services.



- C.03.11 Discuss how your firm will control all costs and what consideration will be used in the **cost control** plan.
- C.03.12 Provide samples of any **reports** that your firm shall provide in response to the County's requirements.
- C.03.13 Submit any other **additional information** which would assist the County in the evaluation of your proposal.

**END SECTION C**

## **SECTION D: SELECTION**

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

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied will be: (1) the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal in the most timely, effective and efficient manner possible, (2) the legal, technical and financial capabilities of Proposer(s), and (3) the experience of Proposer(s).

These evaluation factors shall determine the successful proposal.

### **D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS**

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

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

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

### **D.04 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 evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

### **D.05 SELECTION FOR NEGOTIATION**

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

**D.06 AWARD**

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

**END SECTION D**

## **SECTION E: NEGOTIATION OF THE AGREEMENT**

### **E.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, but not compel adherence to its terms or conditions.
- 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. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

### **E.02 AGREEMENT**

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

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

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance (See Attachment E), liability, record-keeping, auditing, and all other relevant contractual matters.

## **END SECTION E**

## ATTACHMENT A

### PROPOSAL SIGNATURE FORM RFP #14-0287FL

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

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

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

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

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

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

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

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

\_\_\_\_\_  
Date Signed

Acknowledge Addendum No.	_____	Dated:	_____
Acknowledge Addendum No.	_____	Dated:	_____
Acknowledge Addendum No.	_____	Dated:	_____

## ATTACHMENT B

### 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 \_\_\_\_\_  
[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 and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

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

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to 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 \_\_\_\_\_, 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.

ATTACHMENT C

HOW WILL WE GROW REPORT



ATTACHMENT D

URBAN LAND INSTITUTE REPORT

## **Attachment E**

### **Insurance and Bonding Requirements**

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

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

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County  
Board of County Commissioners  
Bradenton, Florida

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

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

### **Insurance and Bonding Requirements:**

<b>Insurance / Bond Type</b>	<b>Required Limits</b>
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input type="checkbox"/> Employer's Liability	\$_____ single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$1,000,000 single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Manatee County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Manatee County.
4. <input checked="" type="checkbox"/> Automobile Liability	\$ 500,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included

5. ☒ Other insurance as noted: ☐ Watercraft Occurrence \$ \_\_\_\_\_ Per

☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.

Occurrence \$ \_\_\_\_\_ Per

☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.

Occurrence \$ \_\_\_\_\_ Per

☐ Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

Occurrence \$ \_\_\_\_\_ Per

☐ Pollution Occurrence \$ \_\_\_\_\_ Per

☐ Professional Liability \$1,000,000 per claim and in the aggregate

- \$1,000,000 per claim and in the aggregate
- \$2,000,000 per claim and in the aggregate

☐ Project Professional Liability Occurrence \$ \_\_\_\_\_ Per

☐ Valuable Papers Insurance Occurrence \$ \_\_\_\_\_ Per

6. ☐ Bid bond

Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

7. ☐ Performance and Payment Bonds

For projects in excess of \$100,000.00 bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

8. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9. ☒ Manatee County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. ☒ The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
11. ☒ **Thirty (30) Days Cancellation Notice** required.

**Vendor's Insurance Statement:**

*Please return the completed and signed statement with your Bid or Proposal.*

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

Vendor  
Signature \_\_\_\_\_

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

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

Agent Name \_\_\_\_\_ Telephone No. \_\_\_\_\_