

**REQUEST FOR PROPOSAL #14-1508JE
ANNUAL TRAFFIC SIGNAL MAST ARM (TSMA) INSPECTIONS**

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, pursuant to F.S. 287.055, for professional services for traffic signal mast arm (TSMA) inspections at various locations within Manatee County.

DEADLINE FOR CLARIFICATION REQUESTS: **April 7, 2014 at 5:00 P.M.** 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 **April 17, 2014 at 2:00 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:

Jacob Erickson, Contracts Negotiator
Purchasing Division

PHONE (941) 749-3053, FAX (941)749-3034

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Manatee County Financial Management Department

AUTHORIZED FOR RELEASE: DWW

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, 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.

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 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** 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 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: April 7, 2014 at 5:00 P.M. 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 Four (4) Copies (marked Copy) of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #14-1508JE, Annual Traffic Signal Mast Arm (TSMA) Inspections**" 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.

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 Consultant, supplier, subconsultant, 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 "C" 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

B.01 PURPOSE

The purpose of this RFP is to obtain from qualified firms, their experience and qualifications to provide, on an as required basis, professional services for inspection of County owned traffic signal mast arms (TSMA) and intelligent transportation systems (ITS) infrastructure along Manatee County right-of-ways.

Project funding is not sufficient to complete inspection of all locations within one budget year; inspections are anticipated to average 10 per year. The term of the Agreement(s) will be for a period of one (1) year from the effective date of the Agreement(s), with the possibility of extensions of four (4) one year periods up to an aggregate total of five (5) years at the sole discretion of the County.

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 this Scope of Services 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.

B.02 SCOPE

B.02.1 The following generally describes the "Scope of Services" that will be the responsibility of the Consultant:

1. This service is to provide structural inspections of TSMA and ITS infrastructure and does not include items related to the functioning of the traffic signal.
2. The work consists of providing services on an as required basis. The Consultant shall furnish all services and labor necessary to conduct and complete the services described herein. The Consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the services (other than those designated in writing to be furnished by the County). The services shall be performed to the satisfaction of the County consistent with applicable professional standards.
3. County owned TSMA and ITS infrastructure inventory as listed on page 13:
 - Intersections: **53**
 - Poles: **195**
 - Arms: **217**
4. The Consultant shall provide a work schedule detailing the progression of the services to be performed after receipt of a fully executed work assignment.

5. The Consultant shall research documentation and field data for recording mast arms identification data, the date erected, date manufactured erector and manufacturer.
6. The Consultant shall number all mast arm structures in accordance with FDOT TSMA numbering convention. The Consultant shall work with the County to implement a numbering system that will distinguish County owned TSMA's from the existing Florida Department of Transportation (FDOT) owned locations.
7. The foundation, anchor bolts, base plate, grout pad, and moment connections shall receive hands on inspection. The pole and arm must be visually inspected. In the event a problem is detected, a hands-on inspection may be required.
8. All Mast Arms in each intersection shall have one structural alpha numeric identification number (6 characters plus one consecutive digit). Also each signalized intersection has a corresponding Manatee County ID #. Structural numbers for all mast arms shall be painted by the Consultant on the mast arm structure and be clearly legible. The Manatee County Traffic Signal ID # shall be noted on the TSMA Inspection Report only.

B.02.2 FIELD INSPECTION

1. Field inspection shall be conducted in accordance with the following state and national publications covering bridge inspection standards of practice:
 - National Bridge Inspection Standards Code of Federal Regulations 23, Part 650, Subpart C.
 - Manual for Condition Evaluation of Bridges American Association of State Highway and Transportation Officials (AASHTO)
 - Bridge Inspector's Reference Manual U.S. County of Transportation/Federal Highway Administration (UDOT/FHWA)
 - Inspection of Fractural Critical Bridge Members FHWA-IP-86026.
 - FDOT Bridge and Other Structures Inspection and Reporting Procedure
 - FDOT Field Guide (for TSMA element and condition state ratings)
2. A qualified inspector must be in the field to supervise inspection activities at all times.
3. Every visible surface of all members of each TSMA structure shall be examined. Members that cannot be examined because of debris, vegetation, etc., should be cleaned if the effort involved is not excessive. Excessive effort is the one that would require more than two (2) hours for the inspection team to perform. The Consultant shall contact the County should any major cleaning operation be required.
4. Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded. In cases where dimensioning

every deficiency is impractical , the standards of the Department Table of Deficiency Dimension Classes, must be used in lieu of undefined general term, such as narrow, fine, etc. The use of non-destructive testing (e.g. ultrasonic and dye penetrant) on deteriorated areas is expected.

5. If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restrictions, or present an imminent hazard to the public, the County Traffic Design Engineer or designated representative must be immediately verbally notified. Verbal notification must be confirmed with written notification within 24 hours signed by the Consultant's Engineer.
6. Traffic control procedures must be in accordance with the FHWA/USDOT Manual on Uniform Traffic Control Devices, the Department's Roadway and Traffic Design Standards. Use FDOT Standard Index 600 series when applicable.
7. The Consultant shall notify the County 48 hours in advance of any planned lane closures. Closures shall be in accordance with FDOT standards and Manual on Uniform Traffic Control Devices (MUTCD).

B.02.3 INSPECTION REPORT

1. The Consultant will develop a detailed report for each TSMA location utilizing Pontis Version 4.4.3, or an equivalent method, and standard FDOT TSMA terminology and inspection criteria for each TSMA inspection location. Terminology not commonly understood by non-inspection personnel should be minimized where applicable. An inspection report must provide a comprehensive description of all deficiencies and state probable causes of the deficiencies, specific required correction action. Standard NBI and FDOT inspection values and ratings shall be utilized.
2. Each inspection report shall be a stand-alone document.
3. Within sixty (60) days after completion of each inspection, the Consultant shall furnish the County one (1) original hardcopy and one (1) electronic PDF copy of each report.
4. Each final Traffic Signal Mast Arm inspection report shall be signed by the field bridge inspector and signed and sealed in accordance with the Florida Statue 471.025 by the Consultant's Engineer, which confirms the accuracy and completeness of all the report contents.

B.02.4 COMPREHENSIVE REPORT OF DEFICIENCIES

1. Deficiencies shall be reported in the same numerical order as they appear in the inspection report and shall be indexed by the element number. Under each element subheading all deficiencies and their causes shall be reported referencing attached sketches and photograph by number.
2. This section shall contain a brief but comprehensive description of the deficiencies. The probable cause of deficiencies shall also be identified. Identifying the probable cause of the deficiencies serves two purposes; first, the most effective repair can only be determined if the source of the deficiency has been identified; second, when the same cause for a specific deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.
3. Deficiencies shall be described in sufficient detail to allow rates of change to be monitored over consecutive inspections. This requires liberal use of size and location dimensions, sketches and photographs. A sketch illustrates only the essential features of a deficiency without distracting detail and whenever it is more effective, a sketch shall be used in lieu of a photograph.
4. Photographs shall be used only when a sketch is not practical or to illustrate one typical example of a severe and/or common type of deficiencies, photographs illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The date the photograph was taken and the mast arm number shall always be marked on the front. Photograph shall be taken in color. When photographs are included in the report, each copy of the report submitted to the County shall include a color print of each photograph. All photographs shall be part of the report.

B.02.5 RECOMMENDED CORRECTIVE ACTION

1. The report shall contain all deficiencies requiring maintenance, repairs, or rehabilitation with recommended corrective action for each deficiency without addressing methods, quantities, or cost of such action. All deficiencies identified shall be included in the report if only to note that no corrective action is required. A photograph will be required for each recommended corrective action.
2. Deficiencies serious enough to cause a current or imminent traffic safety hazard must be flagged in the left margin with the word "CRITICAL" in capital letters adjacent to the element number. The following items are considered critical deficiencies:
 - Cracks or fatigue related deficiencies in fracture critical structural members.

- Deficiencies that require immediate attention and are deemed critical must be signed by the Consultant's Engineer.

B.02.6 PHOTOGRAPH INVENTORY

1. Certain mast arm features can best be determined by examining a photograph. The photographic views shall be provided by the Consultant for each mast arm to insure adequate reference: the entire mast arm elevation on both faces (on several photographs, if required) including foundations, anchor bolts, typical splice moment connection, structure number, columns and arms. All photographs shall be labeled with the structure number, view, and feature, date taken and attached to Pontis Mast Arm Report. A general profile intersection photo in the direction of the inventory shall be incorporated in the report.

B.02.7 LOCATION MAP

1. The Consultant shall provide each inspection report with the structure location maps for the purpose to illustrate the physical location of each structure. The map shall also include a plan view showing the numbering of the verticals and horizontals in an intersection.

B.03 PERSONNEL

Provide qualified personnel necessary to effectively perform the services outlined in the Scope of Services.

B.04 PROJECT CONTROL

The Consultant shall:

1. Maintain a project reporting system tracking all critical events, both scheduled and actual, for project, if necessary. Said report shall be submitted to the County on an as required basis.
2. Participate in project meetings on an as required basis with the County to relate current status of overall project schedule, noting exceptions and suggesting actions required to correct schedule exceptions.

INVENTORY

	LOCATION	SIGNAL ID	POLES	ARMS
1	53 AVE W @ 34 ST W	16297	4	4
2	53 AVE W @ 36 ST W	19300	4	4
3	53 AVE W @ 43 ST W	30629	4	4
4	15 ST E @ TALLEVAST RD	642	4	4
5	15 ST E @ WHITFIELD AVE	869	2	2
6	15 ST E @ 63 AVE E	876	4	4
7	15 ST E @ 57 AVE E	880	2	4
8	301 BLVD @ 3 ST W	17186	4	5
9	301 BLVD @ 9 ST W EXTENSION	889	4	4
10	26 ST W @ BAYSHORE GARDENS PKWY	16074	4	4
11	75 ST W @ 29 AVE W	19540	4	4
12	75 ST W @ 18 AVE W	16878	4	4
13	75 ST W @ 9 AVE NW	1024	4	4
14	34 ST W @ BASHORE GARDENS PKWY	16296	4	4
15	35 ST W @ 60 AVE W	18885	4	4
16	36 ST W @ 57 AVE W	16693	4	4
17	37 ST W @ BASHORE HIGH SCHOOL	16307	4	4
18	63 AVE W @ 5 ST W	16793	2	4
19	63 AVE E @ 5 ST E	16777	2	2
20	63 AVE E @ 9 ST E	16779	3	4
21	57 AVE E @ 5 ST E	16683	4	4
22	57 AVE E @ 9 ST E	16687	4	4
23	9 ST E @ 17 AVE E	20565	4	4
24	9 ST E @ 13 AVE E	15240	4	4
25	9 ST E @ 9 AVE E	15440	4	4
26	UNIVERSITY PKWY @ MARKET ST	37346	4	5
27	UNIVERSITY PKWY @ LAKEWOOD RANCH BLVD	20050	4	8
28	UNIVERSITY PKWY @ TOWN CENTER PKWY	37807	4	4
29	UNIVERSITY PKWY @ LEGACY BLVD	30794	4	4
30	UNIVERSITY PKWY @ LORRAINE RD	17557	4	4
31	LAKWOOD RANCH BLVD @ MAIN ST	8899	4	4
32	LAKWOOD RANCH BLVD @ RANGELAND PKWY	18896	4	4
33	LAKWOOD RANCH BLVD @ 44 AVE E	30130	4	8
34	LAKWOOD RANCH BLVD @ NATURES WAY	8200	4	4
35	LORRAINE RD @ GREENBROOKE BLVD	17781	4	4
36	RANGELAND PKWY @ POPE RD	18895	4	4
37	TALLEVAST RD @ PROSPECT RD	32069	2	3
38	TALLEVAST RD @ TUTTLE ST	32075	3	4
39	LOCKWOOD RIDGE RD @ WAL-MART	17086	4	4
40	LOCKWOOD RIDGE RD @ WHITFIELD EXT	19320	4	4
41	LOCKWOOD RIDGE RD @ HONORE EXT	9331	4	4
42	LOCKWOOD RIDGE RD @ TALLEVAST RD	17132	4	4
43	9 ST W @ 30 AVE W	16230	4	4
44	ELLENTON GILLETTE RD @ 17 ST E	525	3	4
45	CANAL RD @ 17 ST E	10745	4	4
46	10 ST W @ 10 AVE W	1010	2	4
47	10 ST W @ 14 AVE W	9515	2	4
48	TARA BLVD @ STONEY RIVER RD	12795	2	2
49	LAKWOOD RANCH BLVD @ MTI (LOST CREEK)	30155	4	4
50	HONORE AVE @ COMMERCE PARK ENT	18484	4	4
51	COOPER CREEK BLVD @ PLAZA ENTRANCE	3269	4	4
52	CARUSO RD @ BRADEN RIVER HS	3611	2	3
53	LAKWOOD RANCH BLVD @ MALACHITE DR	3270	4	4

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 (Licensing) 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, which includes at a minimum, registration as a Professional Engineer authorized to conduct business in the state of Florida.

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

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

MINIMUM EXPERIENCE TO BE CONSIDERED

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

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

MINIMUM EXPERIENCE TO BE CONSIDERED (Continued)

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

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

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

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

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

C.02 ADMINISTRATIVE SUBMITTAL

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

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

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

- C.03.1 Provide a description of each Proposers' **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service enumerated in this Request for Proposal.
- C.03.2 Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting Proposer(s)**. Please include a discussion of the employment, subcontracting, and support services contracting which would be procured within Manatee County.

- C.03.3 Provide an **explanation of the Proposers' legal capacity** to perform all 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.03.4 **Ability of the Professional Personnel:** Identify the qualifications and experience of the principal(s) of the firm, its key personnel and sub-consultants who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.
- For each identified person, provide the following:
- 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.03.5 **Past Performance:** Provide relevant past project experience of the Proposer and sub-consultants with projects that indicate proficiency in similar work.
- C.03.6 **Willingness to Meet Time and Budget Requirements:** State your firm's willingness to meet the project's schedule for a minimum of ten (10) inspections for year. The County's annual budget is \$30,000.
- C.03.7 **Recent, Current, and Projected Workload:** List all projects handled by your firm during the past five (5) years and identify the volume of work previously awarded by Manatee County.
- C.03.8 **Certified Minority Business Enterprise:** State if your firm is a certified Minority Business Enterprise and, if so, provide a copy of that certification.
- C.03.9 **Location:** Identify the office location responsible for this proposed project and the office location of the staff that will be assigned to this proposed project if different.
- C.03.10 **Local Office.** Gaining maximum economic impact is paramount. Proposer(s) should therefore describe whether the managing office will be located within the County, and detail what plans and policies will be adopted to help ensure County citizens receive preferential consideration for employment, and vendors located within the County will be used as suppliers of goods and services needed to perform the scope of services.

- C.03.11 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.03.12 **Provide authorization for a Manatee County auditor and/or financial analysts to have access to your financial records at the primary location of the business entity** explained in response to item C.03.6, or such other location as may be agreed, for the purposes of verifying your financial representations, review and assessment of the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations to the County as proposed in this proposal to Manatee County. The County's audit and /or financial analyst agents will report their findings in a summary report to the Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.
- C.03.13 **Project Approach:** Provide a narrative describing your understanding of the scope of services and your approach in the performance of the services outlined in this RFP.

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 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, liability, record-keeping, auditing, and all other relevant contractual matters.

END SECTION E

ATTACHMENT A

**PROPOSAL SIGNATURE FORM
RFP #14-1508JE ANNUAL TRAFFIC SIGNAL MAST ARM (TSMA) INSPECTIONS**

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

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.

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' provision.

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:

Insurance / Bond Type	Required Limits
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 checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> 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 <u>\$1,000,000</u> 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 and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to 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 or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

4. Automobile Liability \$1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included

5. Other insurance as noted: Professional Liability and in the aggregate \$1,000,000 per claim

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, and Auto 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. _____