

REQUEST FOR PROPOSAL 17-0878MS MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING SERVICES

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida pursuant to Florida Statute 287.055, to provide mechanical, electrical, and plumbing (MEP) engineering services.

DATE, TIME AND PLACE DUE: Proposals will be received until **April 21, 2017 at 3:00 P.M.** at which time they will be **publicly opened at Manatee County Government, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205.** All interested parties are invited to attend this opening.

DEADLINE FOR CLARIFICATION REQUESTS: **April 10, 2017 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 Procurement Division. This deadline has been established to maintain fair treatment for all potential proposers, while ensuring an expeditious transition to a final agreement.

Table of Contents

Section		Page
A	Instructions to Proposers	2-12
B	Scope of Services	13-15
C	Form of Proposal	14-19
D	Evaluation of Proposals	20-21
E	Negotiation of the Agreement	22-23
	Proposal Signature Form	Attachment A
	Public Contracting & Environmental Crimes Certification	Attachment B
	Architect/Engineer Guidelines	Attachment C

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

AUTHORIZED CONTACT:

Monica Sell, Contracts Negotiator
(941) 749-3042, Fax (941) 749-3034
Email: monica.sell@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: 

**REQUEST FOR PROPOSAL 17-0878MS
MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING
SERVICES**

**SECTION A:
INSTRUCTIONS TO PROPOSERS**

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

A.01 PUBLIC SEALED PROPOSAL OPENING

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

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

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

A.02 SEALED & MARKED PROPOSAL

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

Your complete proposal package will be submitted in one sealed package addressed from your company (name and address) and clearly marked on the outside **"Sealed Proposal 17-0878MS – Mechanical, Electrical, and Plumbing (MEP) Engineering Services"** and addressed to:

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

The contents of each proposal will 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 an expedient review.

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

A.03 SECURING PROPOSAL DOCUMENTS & ADDENDA

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

Manatee County may also use DemandStar to distribute proposals. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

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

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

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

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

A.04 PROPOSAL EXPENSES

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

A.05 CLARIFICATION PERIOD

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

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

DEADLINE FOR CLARIFICATION REQUESTS: April 10, 2017 at 5:00 P.M. will be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to Manatee County Procurement Division.

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

A.06 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of Manatee County, such information was intended to mislead County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal. Such proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to and from submitting any future bids or proposals to supply goods or services to Manatee County.

A.07 RULES FOR WITHDRAWAL OR REVISION OF OPENED PROPOSALS

Proposers may withdraw proposals as follows:

- a. Mistakes discovered before the public proposal opening may be withdrawn by written notice from the proposer submitting the proposal. This request must be received in the Procurement Division prior to the time set for delivery and opening of the proposals. A copy of the request shall be retained and the unopened proposal returned to the proposer; or
- b. After the proposals are opened or a selection has been determined, but before an agreement is signed, a proposer alleging a material mistake of fact may be permitted to withdraw their proposal if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrated that a mistake was made. Request to withdraw a proposal must be in writing and approved by the Purchasing Official.

A.08 JOINT VENTURES

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

A.09 LOBBYING

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

A.10 EXAMINATION OF OFFER

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

A.11 ERRORS OR OMISSIONS

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

A.12 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

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

A.13 RESERVED RIGHTS

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

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

A.14 APPLICABLE LAWS

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

A.15 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. Nothing herein will affect the proposer's normal tax liability.

The Successful Proposer will be responsible for the payment of taxes of any kind and character including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations during the performance of the work. Nothing herein will affect the proposer's normal tax liability.

A.16 SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant.

A.17 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.18 CODE OF ETHICS

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

A.19 PUBLIC ENTITY CRIMES

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

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

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

A.20 AMERICANS WITH DISABILITIES

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

A.21 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.23 DISCLOSURE

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

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

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

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

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 required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to the public agency upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.

A.24 TRADE SECRETS

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

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

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

Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets.

By submitting this information no later than the time and date set for the opening of proposals, for consideration for approval to designate a trade secret and withhold from the public record, Proposer acknowledges and agrees:

- a. Proposer understands and agrees that trade secret designation(s) must be completed and submitted no later than the time and date set for the opening of proposals. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the proposers request for trade secret at any time.
- b. The County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret through the final contract award;

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

A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Successful Proposer agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Successful Proposer may:

1. Disclose or release Security System Plans to:

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

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

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

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

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

A.26 E-VERIFY

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

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

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

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

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

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

END SECTION A

SECTION B: **SCOPE OF SERVICES**

B.01 BACKGROUND

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified individuals, corporations, partnerships and other legal entities to provide Mechanical, Electrical, and Plumbing Engineering (MEP) Services for various projects as required by Manatee County. The successful Proposer shall provide MEP Engineering Services for, but not limited to, construction and renovation/additions projects throughout the County.

Project services typically include pre-design, site analysis, design development, construction documents, site supervision and project closeout. The successful Proposer shall provide services which include, but not limited to, engineering for site development, design and specifications and engineering calculations, structural analysis, system evaluation and system recommendation. Services shall also include performance of feasibility studies, bidding, permitting, shop drawing review, construction/renovation observation and field clarifications, record drawings, and preparation of project schedules (see Architect/Engineer Guidelines, Attachment C for reference).

The successful Proposer shall also provide additional service specialties which shall include but are not limited to: surveying, value engineering, cost estimating, investigation of existing mechanical, electrical and plumbing systems and development of rehabilitation plans for existing systems, energy and environmental consulting services, prepare energy documents, fire protection, and life safety system engineering.

B.02 SCOPE

The following generally describes the "Scope of Services" that will be the successful Proposer's responsibility:

1. The successful Proposer shall provide services specializing in environmentally sensitive and sustainable systems that are economical, efficient, user friendly and operationally sound, thus meeting its required social and environmental responsibilities.
2. MEP CAD Services. The successful Proposer shall be expected to provide services as follows:
 - HVAC layout design and detailing
 - Ductwork shop/coordination drawings
 - Mechanical layout design and detailing
 - Electrical layout design and detailing
 - Plumbing layout design and detailing
 - Piping & plumbing shop/coordination drawings
 - As built drawings for new and existing construction / renovations
 - Preparation of cost estimates

3. Provide coordination and accurate MEP drafting and coordination services for the County.
4. Provide the capability and access for use of latest software such as Refit MEP, ABS, Cad pipe, Revit Building Information Modeling and other specialized software for accurate design, 3D modeling and detailing of the MEP drafting and coordinating services.
5. Possess a thorough understanding of International MEP codes and practices, local codes ASHRAE, NFPA, NEC, lengthy background of working experience with MEP industry; capacity for specializing in:
 - Preparation of project schedules
 - Heating, Ventilating and Air Conditioning Layout design and detailing.
 - Plumbing systems layout design and detailing.
 - Coordination drawings and detailed Shop drawings.
 - 3D Modeling and accurate takeoff quantities for MEP drafting and coordinating services and systems.
 - Drawing for shop fabrication of sub-assemblies for direct site construction.
 - Electrical layout design and detailing.
 - Fire protection and Life Safety Systems.
 - Security Systems.
 - Quality Estimating.
 - System functional performance expertise.
 - Coordinate/communicate with local utility suppliers.
 - Revit, Building Information Modeling. Post Design.
 - Cost estimation

B.03 Quality Control

The successful Proposer shall:

1. Provide quality assurance and performance tracking of each project scheduled or actually being performed. Prepare and submit required reports to grants/regulating agencies on an as required basis.
2. Ensure delivery schedules and the integrity of the products.
3. Be responsible for errors and omissions to the plans and specifications.
4. Provide qualified personnel as necessary to effectively carry out its responsibilities under the scope of services described herein. The successful Proposer shall utilize only competent personnel, who are qualified by experience and education, and who are acceptable to the Contract Manager. The successful Proposer shall not make changes in the professional personnel working on activities pursuant to the Contract without the written approval of the County Contract Manager.

5. The successful Proposer(s) agent shall be present for project decision meetings as requested by the Contract Manager.

END SECTION B

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within your proposal and the order in which such information should be organized.

The information each proposer provides will be used to determine those proposers with perceived ability to perform the scope of services as stated in this Request for Proposal which may best meet the overall 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. For more information, refer to Section D, Evaluation of Proposals.

C.01 INFORMATION TO BE SUBMITTED

To qualify for any consideration, the proposer(s) must present proof of any licensing or certification which will be required by law to perform the services set out in Section B, Scope of Services. If no licensing or certification is required, proposer shall indicate same.

All proposals found to be responsive will be considered by an evaluation committee.

The contents of each proposal will be **separated** and **arranged with tabs** in the same order as listed below and with the same subsection number beginning with C.01.1 in order to organize the response to each specific subsection.

- C.01.1 Provide a **cover page**, general introductory statement and table of contents. Provide proof of any licensing or certification required by law to perform the services and generally describe your proposal in summary form, or if no licensing or certification is required, indicate same.
- C.01.2 **Forms.** Provide the completed and executed Attachments included in this Request for Proposal.
- a. Proposal Signature Form (Attachment A)
 - b. Public Contracting and Environmental Crimes Certification (Attachment B)
 - c. Joint Venture Agreement (Section A.08 and Section C.01.13), if applicable
- C.01.3 Provide a description of your company's **background and size**. Include an organizational chart depicting the structure, lines of authority and communication.
- C.01.4 In accordance with Florida Statute 287.055, clearly demonstrate your company's **experience**.
- a. Proposers must provide the following details to demonstrate past relevant experience and performance:

- i. Name of the client.
 - ii. Specific details about the services provided, including location.
 - iii. Value of the contract.
 - iv. Duration of the contract, including inception and completion dates
 - v. Specify the name, title, telephone, and email for the client's contract manager for the specified experience.
- b. Names of proposer's staff and their direct involvement in the services; and names of proposer's subcontractors and their role in the services.
- c. 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 the compliance.
- d. Provide any other governmental or municipality experience if not previously specified.
- C.01.5 Provide your company's **project approach**. Provide a narrative of the project approach and how this approach meets Manatee County objectives. Include an explanation of your company's technical ability to perform all facets of the scope of services. If more than one proposer is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project. The project approach shall clearly demonstrate the proposer's willingness to meet time and budget requirements in accordance with Florida Statute 287.055.
- C.01.6 In accordance with Florida Statute 287.055, identify each **principal of the proposer and other key personnel** who will be interacting with Manatee County. Do not include personnel that will not have a key role in providing services. Describe each person's respective area of expertise.
- For each identified person, provide a personal resume which includes qualifications, training and experience. Resumes shall also include the following information:
- a. Full name and title
 - b. Professional credentials
 - c. Individual's intended roles and duties in providing services pursuant to this Request for Proposal
 - d. Office address and web address
 - e. Email address and telephone number
- C.01.7 Submit a **staffing level statement** for your organization, detailing how many total employees work for your firm at any one time, including temporary and part-time employees. List the ratio of full-time employees to part-time, and temporary employees.

- C.01.8 Include a **subcontractor plan** detailing how subcontractors will be used and to what extent. County reserves the right to request additional information in the same level of detail and tabbed order as the proposal for each subcontractor.
- C.01.9 **Certified Minority Business Enterprise:** In accordance with Florida Statute 287.055, state if your firm is a certified minority Business Enterprise and, if so, provide a copy of that certification.
- C.01.10 **Location and Local Office:** In accordance with Florida Statute 287.055, identify the office location which will be primarily responsible for this proposed project and the office location of the staff that will be assigned to this proposed project if different. Include the year both locations were established. Proposer(s) should describe whether the managing office will be located within the County.
- C.01.11 **Local Employment.** If proposed, describe detail plans, policies, and goals (as a percentage) which 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. Include your approach to providing periodic reporting to monitor success in maintaining the percentage. If available, provide examples of reports.
- C.01.12 **Recent, Current, and Projected Workload:** In accordance with Florida Statute 287.055, 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.01.13 Provide an **explanation of the proposers' legal capacity** to perform all facets of the scope of services. Include a description of corporate or other structure and governance, and detail the legal capabilities of proposer(s) relevant to performing the scope of services. If more than one proposer is teaming up to file a proposal, any prior work any two or more joint proposers have performed before should be detailed.
- Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
- C.01.14 Provide any and all information concerning any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.

- C.01.15 Provide an **explanation of the proposers' financial capacity** to perform all parts of the scope of services. If more than one proposer is jointly filing a proposal, details must be provided to demonstrate financial capacity of all proposers.
- C.01.16 Provide the proposer's most recent independently prepared annual financial summary statement. Such statements will include balance sheets and profit and loss statements.

Provide authorization for a Manatee County auditor and/or financial analysts to have **access to your financial records, including any and all records prepared by an independent firm**, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations as proposed to Manatee County.

Manatee County's audit and /or financial analysts 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.01.17 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 will 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.01.18 Include at least three (3) **references** who can substantiate proposer's qualifications, credentials and experience. Do not duplicate references used for past performance.
- C.01.19 Submit any other additional information which would assist County in the evaluation of your proposal.
- C.01.20 Submit a summary of proposer's **environmental sustainability** initiatives. All proposers are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

END SECTION C

**SECTION D:
EVALUATION OF PROPOSALS**

D.01 EVALUATION FACTORS

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

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

D.02 REVIEW OF PROPOSERS AND PROPOSALS

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

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

D.03 PRELIMINARY RANKING

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

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

- a. review all responses pursuant to the evaluation factors stated herein,
- b. short list proposers to be further considered in oral interview/presentation/product demonstrations,
- c. recommend commencement of negotiations to County Administrator,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

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

D.04 RECOMMENDATION FOR NEGOTIATION

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

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

END SECTION D

SECTION E: NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

- 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 Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of Manatee County upon termination or completion of the engagement.
- d. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;
- e. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.

E.02 AGREEMENT

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

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

E.03 AWARD

County may not make award to a proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, proposer attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in

default on any contractual or regulatory obligation to the County. In the event the proposer's statement is discovered to be false, proposer will be subject to suspension and/or debarment and the County may terminate any contract it has with proposer.

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

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

END SECTION E

ATTACHMENT A

**PROPOSAL SIGNATURE FORM
REQUEST FOR PROPOSAL 17-0878MS**

The undersigned acknowledges receipt of the following addendum:

Addendum No. _____ Date Received: _____ Initials: _____

Addendum No. _____ Date Received: _____ Initials: _____

Addendum No. _____ Date Received: _____ Initials: _____

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the proposer is selected by County to negotiate an agreement, that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal;
- (4) the proposer which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

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

This sworn statement is submitted to Manatee County by _____
[print individual's name and title]

For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

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

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

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

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

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

documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 201____ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires _____
Notary Public Signature

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

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



ARCHITECT/ENGINEER GUIDELINE

This Architect / Engineer Guideline is the result of a collaborated effort of the Manatee County Purchasing Division and the Project Managers from the Property Management Department and the Public Works Department. The objective of the Guideline is to provide guidance for professional services consultants retained by Manatee County to ensure consistency and to reduce or eliminate delay in meeting Manatee County requirements as it pertains to preparing bid solicitation documents.

SOLICITATION DOCUMENT REQUIREMENTS

Architect / Engineer shall provide:

1. Scope of Work

Narrative description of the project and the County's purpose and goals which defines in understandable terms the work to be provided by the contractor. It is the work product to be delivered, the work to be performed, and/or the results to be achieved.

2. Project Specifications

- a. Name: "Technical Specifications"
- b. Cover Page to include: Project title, document author and contact information, name of all consultants, an area for the architect/engineer seal, date of the last effective revision.
- c. Information to be provided in a sequential outline, numeric or alpha. Sections and paragraphs numbering system shall be consistent throughout the document.
- d. Industry Standard Divisions – Table of Contents to identify Section title, page number, and any attachments
- e. Specification Section numbering shall be in accordance with the applicable Industry Standard Division numbering.
- f. Page numbering of entire document in sequential order (document footer, centered).
- g. Measurement and Payment Section shall be included. Provide descriptive information of each Bid Item, including the unit of measure and estimated quantity. Item description numbering shall match Bid Item numbering on the Bid Form.
 - i. May include Bid Item for Contract Contingency – this Bid Item requires the County approval. When included the following language is to be used: "Payment for all Work under this Bid Item shall be made only at the County's discretion. The Bidder shall enter the dollar amount for Contract Contingency based on the percentage of the total base bid. The total contract award shall include Contract Contingency." (Note: The County will determine percentage amount.)

- h. Plans
 - i. Date, Sign, and Seal.
 - i. Manufacturer and Or Equal Designations
 - i. List product specification to be used for evaluation and determination for acceptability of product. Provide the pertinent specification for determining equal to named product (not only the product and/or manufacturer's name).
 - ii. Describe requirements and product substitution procedures, i.e., prior to bid opening, after bid award, when specified product is no longer available.
- 3. Bid Form
 - a. Unit price bidding is the County's preferred method. The Bid Form will include an itemized list and estimated quantities according to the specifications. Each Bid Item shall be defined in the Measurement and Payment Section.
 - b. Alternates or Options shall be well-defined in the bid specifications with clear instructions for preparing the bid submittal.
 - c. Editable Bid Form (EXCEL) document to be provided to Purchasing.
- 4. Opinion of Probable Construction Cost
 - a. Approximation of the probable cost of the project.
 - b. Itemized, identifiable component values; matches Bid Form items.
 - c. Provided on Consultant's letterhead.
- 5. Project Completion Schedule
 - a. Total number of days for the completion of the project, including substantial completion and final completion.
 - b. Include mobilization and long lead time materials.
 - c. Breakdown showing computation of days and scheduled activity dependencies (i.e., permitting issues, access restrictions, etc.).
- 6. Liquidated Damages - Recommendations
 - a. Provide computation of Liquidated Damages.
 - b. Use of Florida Department of Transportation (FDOT) chart is acceptable, County approval is required.
- 7. Specialty Insurance - Recommendations
 - a. List insurance requirements not generally included in standard liability coverage, i.e., maritime, hazardous, environmental, railroad coverage.
 - b. The County will determine payment and performance bond requirements.
- 8. Permits
 - a. Name and/or provide a copy of the applicable project permits for inclusion in the solicitation document.
 - b. When applicable, fee for all County permits shall be provided (in accordance with Florida Statute 218.80). Include information on Bid Form and Measurement and Payment Sections.

9. General Requirements

- a. File name to be no more than 15 characters.
- b. Name used to identify objects shall be consistent throughout the document.
- c. Manatee County shall be known as "Owner."
- d. Design Consultant shall be known as "Architect" or "Engineer," whichever is applicable.
- e. Hard copy and electronic copy to be provided to Purchasing. Electronic files are to combine document Sections into one file. Plans are to be combined into one file.
- f. If applicable, review County (provided) terms and conditions for conflicts with Consultant's.
- g. Refer to the attached General Conditions of the Construction Agreement Definitions to ensure consistency in direction and terminology with the County's Form of Construction Agreement.

BIDDING PHASE BID REQUIREMENTS

1. Addenda – Changes to the bid document

- a. The Consultant will attend any scheduled Bid Information Conference (meeting with the prospective bidders and County representatives) to describe the scope of the project, respond to questions, and note information/questions to be included in Addendum. The Purchasing Division is the designated communicator for any and all information relating to the bid solicitation.
- b. Questions relating to the bid solicitation will be received in Purchasing and relayed to the Consultant.
- c. Consultant will formulate responses to prospective bidder's questions on Consultant's letterhead in an itemized form of Question and Response.
- d. Consultant will transmit the responses to the County Project Manager and Purchasing for review and approval.
- e. Purchasing will distribute the approved Addendum.

2. Bid Opening

- a. Consultant is required to attend the Bid Opening.
- b. Bid submittals will be provided to the Consultant for evaluation and comment.

3. Bid Tabulation, if applicable

- a. Consultant to complete a tabulation of all bid submittals. Tabulation items shall match the Bid Form items.
- b. Review multiplication/extension totals. Notation shall be made on tabulation of any discrepancies.

4. Bid Evaluation, if applicable

- a. Consultant shall examine each bid submittal for responsiveness to the bid requirements and for irregularities, including Unbalanced Bidding, Front Loading of bid pricing, and contacting references of the apparent low bidder(s).
- b. Provide letter of recommendation for award. If low bid is not recommended, include detailed justification for not recommending award.

CONSTRUCTION PHASE (applicable as identified in accompanying work assignment)

1. Consultant to attend Pre-Construction Meeting.
2. Review, for approval, Shop Drawings, Operations' Manual.
3. Visit the project site on a periodic basis at appropriate stages of work.
4. Provide responses and clarification to Request for Inquiries, to plans and/or specifications.
5. Attend monthly project progress meetings.
6. Review, for approval, Payment Requests.
7. Review, for approval, Field Directives.
8. Develop Punch List.
9. Review, for approval, Final close-out documents (Substantial Completion, Final Reconciliation forms).

Attachment: General Conditions Article I Definitions (pages GC- 1 to GC-4)

**GENERAL CONDITIONS
ARTICLE I
DEFINITIONS**

1.1 **Definitions.** For purposes of the Contract Documents, the following terms shall have the following meanings.

A. **Acceptance:** The acceptance of the Project into the Owner's operating public infrastructure.

B. **Application for Payment:** The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. **Architect/Engineer:** _____, a _____ corporation, registered and licensed to do business in the State of Florida.

D. **Change Order:** A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. **Compensable Delay:** Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. **Contractor's Personnel:** The Contractor's key personnel designated by Contractor.

G. **Construction Services:** The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. **Contract Sum:** The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid, unless adjusted in accordance with the terms of the Contract Documents.

I. **Construction Team:** The working team established pursuant to Section 2.1.B.

J. **Contract Time:** The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. **Days:** Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and

include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Manatee County, a political subdivision of the State of Florida.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that

individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.