

RFQ NO.19-R069969CD
PROFESSIONAL DESIGN SERVICES FOR
ADVANCED TRANSPORTATION
MANAGEMENT SYSTEMS(ATMS),
PROJECT #6086362
(FDOT FPID# 40324-1)
(906-07)
JUNE 18, 2019

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



**ADVERTISEMENT
REQUEST FOR QUALIFICATIONS NO. 19-R069969CD
Professional Design Services for Advanced Transportation Management Systems (ATMS)**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive qualification proposal responses (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide professional engineering design services as specified in this Request for Qualifications.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFQ is **July 10, 2019 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

SOLICITATION INFORMATION CONFERENCE:

There is no Information Conference scheduled for this solicitation .

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Qualifications to the Manatee County Procurement Division is July 2, 2019. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT: Chris Daley, Procurement Manager
(941) 749-3048, Fax (941) 749-3034
Email: chris.daley@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

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SECTION A INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements, submit the required forms and information, and comply with the instructions as follows. Proposals will be accepted from a single business entity, joint venture, partnership or corporation. The County intends to award an agreement(s) for the provision of professional engineering design services as identified in this RFQ.

A.01 INFORMATION CONFERENCE AND SITE VISIT

There is no Solicitation Information Conference scheduled for this Request for Qualifications.

A.02 DUE DATE AND TIME

The Due Date and Time for submission of Proposals in response to this Request for Qualifications (RFQ) is **July 10 2019 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

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

A.03 PUBLIC OPENING OF RESPONSES

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the Proposal opening.

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

A.04 SUBMISSION OF RESPONSES

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copy(s) clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

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 Qualifications whether, or not, the Proposal is accepted.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFQ No. 19-R069969CD, Professional Design Services for Advanced Transportation Management Systems (ATMS), Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

A.05 ORGANIZATION OF RESPONSES

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Attachment B, Proposal Response, identifying the response to each specific item.

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

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFQ are distributed electronically and available for download at no charge at www.mymanatee.org > *Business > Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader® or Microsoft software, as applicable.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (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.

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

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

A.07 ADDENDA

Any interpretations, corrections or changes to this RFQ will be made by addendua. Addenda will be posted on the Procurement Division's web page of the County website at

<http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

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

A.08 RESPONSE EXPENSES

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

A.09 QUESTION AND CLARIFICATION PERIOD

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

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

A.10 FALSE OR MISLEADING STATEMENTS

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

A.11 WITHDRAWAL OR REVISION OF RESPONSES

Proposers may withdraw Proposals under the following circumstances:

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

2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Procurement Official.

A.12 JOINT VENTURES

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

A.13 LOBBYING

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

A.14 EXAMINATION OF RESPONSES

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

A.15 ERRORS OR OMISSIONS

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

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

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

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

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this

solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

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

A.18 APPLICABLE LAWS

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

A.19 TAXES

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

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

A.20 SCRUTINIZED COMPANIES

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

A.21 COLLUSION

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

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

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

A.22 CODE OF ETHICS

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

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, 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.24 AMERICANS WITH DISABILITIES

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY

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

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.27 DISCLOSURE

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

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

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

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

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

requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL RESPONDENT 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 AVENUE WEST, BRADENTON, FL 34205.

A.28 TRADE SECRETS

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

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

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

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

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

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

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.30 E-VERIFY

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

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

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

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

A.31 LICENSES AND PERMITS

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

A.32 MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

A.33 PROTEST

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

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

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

A.34 BINDING OFFER

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

A.35 PROMPT PAYMENT

County shall pay in accordance with the requirements of Florida Statutes § 218.73, Prompt Payment Act.

A.36 RECORD RETENTION

Successful Proposer shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least five (5) years after the termination date

A.36 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County’s website (www.mymanatee.org > *Business > Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
No Information Conference is scheduled for this solicitation	
Question and Clarification Deadline	July 2, 2019
Final Addendum Posted	June 3, 2019
Proposal Due Date and Time	July 10, 2019, by 3:00 p.m.
Technical Evaluation Meeting	July 24, 2019
Technical Evaluation Meeting	July 25, 2019
Interviews/Presentations/Demonstrations (if conducted)	July 31, 2019
Final Evaluation Meeting (if required)	August 2, 2019
Projected Award	August 2019

END SECTION A

**SECTION B
EVALUATION OF RESPONSES**

B.01 EVALUATION

A due diligence review will be conducted to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. A responsible Proposer is a Proposer which the County affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFQ.

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and rank the Proposals for each of the evaluation criteria. The committee will consider all information submitted by each responsible and responsive Proposer; clarification information provided by Proposer; information obtained during the interviews, presentations, or demonstrations; feedback received from Proposer's references; and any other relevant information received during any investigation of Proposer to ascertain the ability of the Proposer to perform the Scope of Services as stated in this RFQ.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFQ.

Criteria	Weight
Proposer & Team's Experience	25
Approach to <Project Management or Design and Construction>	20
Organizational Structure and Capacity	20
Similar Completed Projects	20
Interviews	10
Volume of Work	5

B.03 CLARIFICATIONS, INTERVIEWS, PRESENTATIONS, DEMONSTRATIONS

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

Additionally, interviews, presentations or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will determine a list of those responsive and responsible Proposals that are deemed by the committee as having a reasonable probability of being selected for award (Short List). The Short List Proposers will be invited to meet with the committee. The information gained from these interviews, presentations, or demonstrations will be part of the committee's consideration in making a recommendation for award. Therefore, Proposers should make arrangements to attend, if invited.

The interviews, presentations and demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank Proposals without conducting clarifications, interviews, presentations, or demonstrations. Therefore, each Proposer must ensure that its Proposal reflects Proposer's best offer, given its understanding of the requirements at the time of submission.

B.04 RECOMMENDATION FOR NEGOTIATION

The evaluation committee will determine from the responses to this RFQ and subsequent investigations, the Proposer(s) who best meets the County's requirements. Upon completion of the technical evaluations, the evaluation committee will make a recommendation as to the Proposer(s) which the County should enter into negotiations, if any. The County will notice the Intent to Negotiate, in the same manner the original Request for Qualifications document was noticed prior to commencing negotiations.

Upon approval to commence negotiations, the recommended Proposer(s) shall submit one original hard copy and one electronic copy on a CD or USB flash drive of its pricing proposal. The pricing information should show a categorical breakout of the pricing, with any alternates or options clearly identified. The pricing information shall be clear and unambiguous to facilitate evaluation of the prices submitted.

The County will conduct negotiations with the highest ranked Proposer. If the County and the highest-ranked Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at its sole discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the County has been negotiated or all Proposals are rejected.

B.05 RECOMMENDATION FOR AWARD

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

END SECTION B

SECTION C
AWARD OF THE AGREEMENT

C.01 GENERAL

By submitting a Proposal, Proposer understands and agrees:

- a. The Proposal and all subsequent information requested by the County during the procurement process will serve as a basis for the Agreement.
- c. All products and papers produced during the Agreement period become the property of Manatee County upon termination or completion of the engagement.

C.02 AGREEMENT

The successful Proposer(s) will be required to execute the Agreement in a form and with provisions acceptable to the County (See Attachment F, Sample Agreement). The County (as Owner) will execute this Agreement with the successful Proposer (as Contractor).

The negotiated Agreement may or may not include all elements of this RFQ or the Proposal submitted by the successful Proposer(s) where alternatives provide best value, are desirable to the County, and the parties agree to such terms. Negotiations of the terms of the Agreement, may include specifications, scope of project, price, the Agreement period, renewal, or any other relevant provisions.

C.03 AWARD

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

Award of the Agreement is subject to approval as provided for in the Manatee County Procurement Code.

END SECTION C

**SECTION F
FORMS**

FORM 1 - ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer's information below:

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

FORM 2 - PROPOSAL SIGNATURE FORM

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

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer’s negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFQ; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFQ as Attachment F. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer’s information below:

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

FORM 3- PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

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

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

(3) been convicted of a violation of an environmental law that, as determined by the County, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

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

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

of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation (“Department”) related to the procurement of the above-referenced (“Project”) that I gain access to as a result of my involvement with the Project (“Procurement Information”). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project (“Proposers”). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department (“Project Personnel”). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department’s Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
19-R069969CD	Professional Design Services for Advanced Transportation Management Systems (ATMS)	440324-1
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM 5 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

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

RFQ No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

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

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

Signature: _____

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

SEAL

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION

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

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

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

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

Signature

Title

Printed Name

Date

FORM 8
INSURANCE AND BOND REQUIREMENTS
RFQ No. 19-R069969CD

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

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and <u>\$ 500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ 1,000,000 Personal and Advertising Injury Liability • \$ 50,000 Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer’s Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit
<p>4. <input checked="" type="checkbox"/> Worker’s Compensation Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers’ compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government. • If any operations are to be undertaken on or about navigable waters,

<input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage <input type="checkbox"/> Jones Act Coverage	<p>coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.</p> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p align="center"><u>OTHER INSURANCES</u></p>	<p align="center"><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Insurances</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate

<p>9. <input type="checkbox"/> Builder’s Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$_____ Security Breach Liability • \$_____ Security Breach Expense Each Occurrence • \$_____ Security Breach Expense Aggregate • \$_____ Replacement or Restoration of Electronic Data • \$_____ Extortion Threats • \$_____ Business Income and Extra Expense • \$_____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

	<p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper’s Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ _____ Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other (specify)</p>	<p>(Specify)</p>

BOND REQUIREMENTS

<p>18. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p>19. <input type="checkbox"/> Payment and Performance Bond</p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

INSURANCE REQUIREMENTS

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

1. Commercial General Liability and Automobile Liability Coverages

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

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

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

2. Workers' Compensation and Employers' Liability Coverages

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

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Purchasing Division - Procurement

**1112 Manatee Avenue West
Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
 3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
 4. Successful Proposer shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- II. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- III. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- IV. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- V. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

FORM 8 INSURANCE STATEMENT
RFQ NO. 19-R069969CD

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

Proposer Name: _____ Date: _____

Signature
(Authorized Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your bid or proposal.

FORM 9 INDEMNITY AND HOLD HARMLESS

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Successful Proposer shall defend, indemnify and hold harmless the County and all of the County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of successful Proposer, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract/Agreement. Compliance with any insurance requirements required elsewhere within the Contract/Agreement shall not relieve successful Proposer of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County’s liability beyond that provided in section 768.28, Florida Statutes.

PROJECT NUMBER AND/OR NAME		
INSURANCE AGENT		
SIGNATURE OF AUTHORIZED OFFICIAL OF PROPOSER	TITLE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ [FULL LEGAL NAME], who is personally known to me / has produced _____ as identification.

Notary Signature _____

Print Name _____

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?

YES NO

If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT A SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

The County is requesting proposals from qualified firms for the provision of Professional Transportation Engineering Services for the county wide Advanced Transportation Management Systems (ATMS) projects.

The objective of this solicitation is to provide the Project Management, Preliminary Design (60%) and Final (100%) Design with construction cost estimates for the ATMS features along each of the corridors identified below in this solicitation.

1.02 PROJECT DESCRIPTION

The project is to design fiber-optic based interconnect communication infrastructure as well as ATMS devices listed below:

1. Advance Traffic Controllers (ATC) replacement
2. Advance Vehicular Detection System (ADS);
3. BlueTooth based Travel-Time Devices (BT);
4. Arterial Dynamic Message Signs (ADMS);
5. Closed Circuit Television (CCTV);
6. Traffic volume monitoring sites using Microwave Vehicle Detection System (MVDS);
7. Dynamic Trail Blazing Signs (DTBS).

The project will include reviewing the County's ITS network and ring structure and redesigning the network to accommodate the addition of the new fiber optic communication infrastructure. The goal of this redesigning will be to achieve greater network efficiency/ring structure, best connectivity and network-communication redundancy.

The project will also include preparing standard operating procedures (SOPs) for the use of ADMS and DTBS.

The seven (7) corridors in Manatee County requiring fiber optic communication infrastructure are:

1. Lakewood Ranch Blvd. (From University Pkwy to SR 70) 4.20 miles; Bradenton, FL
2. US 301 (from Old Tampa Rd to Moccasin Wallow Rd) 5.36 miles; Parrish, FL
3. SR 64 (from Upper Manatee River Rd. to Lorraine Rd) 2.63 miles; Bradenton, FL
4. US 41 (from north of 17th St to Moccasin Wallow Rd) 5.61 miles; Palmetto, FL
5. Moccasin Wallow Rd (from US 41 to US 301) 7.14 miles; Palmetto, FL
6. Lorraine Rd (from University Pkwy to SR 64) 6.19 miles; Bradenton, FL
7. Ellenton Gillette Road (From US 301 to Moccasin Wallow) 5.49 miles; Palmetto, FL

The locations for the ATMS devices listed above are included in Attachment C.

1.03 **SCOPE OF SERVICES**

Successful Proposer (hereinafter in this Scope referred to as Consultant) shall provide all labor, materials, equipment, supplies and travel to provide the following tasks:

1. Project Management and Coordination
2. Data Collection and Review
3. Preliminary Design (60%)
4. Prepare 100% Design, to include 100% technical specification package (as needed), construction phasing, and 100% construction cost estimate
5. Network Design
6. SOPs for the use of ADMS and DTBS.

The final (100%) design, permitting, bidding and construction phase services for development and preparation of proposed Advanced Transportation Management Systems (ATMS) projects will be authorized once the preliminary design (60%) plans have been completed and accepted by the County. All Design documents shall be in accordance with FDOT and Manatee County standards, specifications and policies.

1.04 **GENERAL DUTIES OF THE CONSULTANT**

The relationship of the Consultant to the County will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under the resulting Agreement in accordance with professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the consultant, its agents, subcontractors, and employees shall be independent contractors at all times.

It shall be the responsibility of the Consultant to work with the County and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the County objectives as set forth in this RFQ, which will be made a part of the Agreement upon execution by both parties.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, compliance with laws, regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other Professional Services provided by the Consultant. If the County, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the County.

1.05 **DELIVERABLES**

The Consultant shall provide the following deliverables to the County:

1. Meeting minutes
2. Preliminary Design Submittals (60%)
3. 100% design Plans (Hard copies, PDF and in AutoCAD formats)
4. 100% technical specification package – as needed (Hard copies, MS Word and PDF formats)
5. 100% construction cost estimate
6. Network Design
7. SOPs for the use of ADMS and DTBS.

1.06 **ESTIMATED PROJECT COMPLETION DATE**

The estimated completion date for the 60% design submittal is November 2019 and 100% design submittal is February 2020.

1.07 **ALLOWABLE COST**

A determination of allowable cost in accordance with the Federal cost principles will be performed for services rendered under the Agreement resulting from award of this RFQ.

1.08 **PERFORMANCE EVALUATION**

The County's project manager will complete a performance evaluation on the Successful Proposer upon completion of the scope of services described in this RFQ.

**ATTACHMENT B
PROPOSAL RESPONSE**

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

B.01 INFORMATION TO BE SUBMITTED

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

B.02 RESPONSE FORMAT

A. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Response.

1. A cover page that identifies Proposer, the RFP by title and the RFP number.
2. An introductory letter/statement that describe your Response in summary form (limit 2 pages).
3. A table of contents.

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Proposer must possess current, valid licenses and certifications required under Florida Statute to perform Professional Engineering services and must prequalified with the Florida Department of Transportation (FDOT), unlimited prequalification level, for Work Type 6.1 “Traffic Engineering Studies, Work Type 6.2 “Traffic Signal Timing”, Work Type 6.3.1 “Intelligent Transportation Systems Analysis & Design, Work Type 6.3.2 “Intelligent Transportation Systems Implementation”, and Work Type 6.3.3 “Intelligent Transportation Systems Communications”.

Submit information and documentation from the issuing agency that confirms Proposer meets the following:

- a. **Certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; AND**
- b. **Prequalified with FDOT, unlimited prequalification level, for Work Type 6.1 “Traffic Engineering Studies”; AND**

- c. Prequalified with FDOT, unlimited prequalification level, for Work Type 6.2 “Traffic Signal Timing”; AND
 - d. Prequalified with FDOT, unlimited prequalification level, for Work Type 6.3.1 “Intelligent Transportation Systems Analysis & Design”; AND
 - e. Prequalified with FDOT, unlimited prequalification level, for Work Type 6.3.2 “Intelligent Transportation Systems Implementation”; AND
 - f. Prequalified with FDOT, unlimited prequalification level, for Work Type 6.3.3 “Intelligent Transportation Systems Communications”.
3. Proposer has provided engineering design services that have been fully constructed and completed (which means that final payment has been issued) for a minimum of three (3) Advanced Transportation Management Systems (ATMS) projects since march 2013. Provide the following information for each qualifying project.
- a) Identify who was contracted to completed the project (Proposer or subcontractor)
 - b) Project name and location
 - c) Client/Organization name
 - d) Contact name
 - e) Contact phone
 - f) Contact email
 - g) Project dates (Start/End)
4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/Itemid/3354/Default.aspx>

No documentation is required. The County will verify

5. If Proposer is submitting as a joint venture, it must have file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

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

6. Proposer has no reported conflict of interests in relation to this RFQ.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer’s firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.

C. TAB 3 – FORMS

Provide the completed and executed Forms listed below in Tab 3.

Form 1, Acknowledgement of Addenda

Form 2, Response Signature Form

Form 3, Public Contracting and Environmental Crimes Certification

Form 4, Conflict of Interest Disclosure Form (Form 375-030-50)

Form 5, Non-Collusion Affidavit

Form 6, Truth in Negotiation Certification (Form 375-030-30)

Form 7, Scrutinized Company Certification

Form 8, Insurance Statement

Form 9, Indemnity and Hold Harmless

Form 10, Certification for Disclosure of Lobbying Activities (Form 375-030-33)

Form 11, Disclosure of Lobbying Activities (Form 375-03-34)

Form 12, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

D. TAB 4 - TRADE SECRETS

Pursuant to Section A.24, Trade Secrets, in Tab 4 identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. NOTE: Responses cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters.
 - i. Address
 - ii. County, State, Zip
 - iii. Phone
 - iv. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this RFQ process to include the following information:
 - i. Name
 - ii. Phone
 - iii. E-mail

- iv. Mailing Address
- v. County, State, Zip
- 9. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
- 10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

F. TAB 6 – RESPONDENT AND TEAM'S EXPERIENCE

In Tab 6, provide details of Proposer and its team's experience to include the following:

- 1. Provide a summary of Proposer's background, size and years in business.
- 2. Describe Proposer's experience in engineering design services for other government agencies, particularly those within Florida.
- 3. Provide Proposer's years of experience in engineering design services for Advanced Transportation Management Systems (ATMS).
- 4. Identify and include information regarding experience and qualifications of Proposer's key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
- 5. Identify any proposed sub-consultants to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of design-build services for the County.
- 6. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
- 7. Provide a minimum of three (3) client references for design services performed by Proposer, similar in scope as defined in this RFQ, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Brief description of work (1-2 sentences)
 - g. Performance period (start/end dates)
 - h. Total dollar value of contract

G. TAB 7 - APPROACH

In Tab 7, provide Proposer's project approach to include the following:

- 1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFQ.
- 2. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Section B. If more than one Proposer is jointly filing a Response, details must

- be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of implementation plan and schedule. Provide an implementation schedule for each component of services. NOTE: Proposer must commit to a timetable of no more than 180 calendar days for final design and specifications package(s) for bidding of the project(s).
 4. Provide a narrative of the methodology for engaging with County representatives in-the-course of performing the duties.
 5. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - b. How Proposer physically plans on attending pre-scheduled meetings
 - c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement
 6. Proposer's Risk Management and Safety Plan that includes a list of risks related to the provision of services and Proposer's proposed mitigation procedures for each item.
 7. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.

TAB 8 - ORGANIZATIONAL STRUCTURE AND CAPACITY

In Tab 8, provide information and documentation on Proposer as follows:

- A. Identify whether or not the Proposer is a certified minority business enterprise.
- B. Submit details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
- C. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
- D. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
- E. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
- F. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide 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.
- G. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a Response with other entities, details must be provided to demonstrate financial capacity of each entity.
- H. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including 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 Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the Response files for subsequent use, review, and discussions during evaluations.

- I. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership 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.
- J. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
- K. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

TAB 9 - SIMILAR COMPLETED PROJECTS

Provide a list of up to ten design projects, particularly those for Advanced Transportation Management Systems (ATMS), which Proposer has successfully designed and the project has been successfully constructed and completed since 2010. Include the following information:

- a. Organization/Owner name
- b. Address (City/State)
- c. Project date (Start/End)
- d. Proposer's role in the project
- e. Scope of work (Brief description)
- f. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit ten pages).

TAB 10 - VOLUME OF WORK PREVIOUSLY AWRDED

Provide a list of design projects that have been awarded to the Proposer by Manatee County since March 2017.

END OF ATTACHMENT B

ID	Manatee County	ID	City of Bradenton
	US 301 N @ Moccasin Wallow Road	4009	SR 64 @ 48th St Ct E
	Moccasin Wallow Rd @ I-75 SB Ramp	4010	SR 64 @ 43rd St Blvd E
	Moccasin Wallow Rd @ I-75 NB Ramp	4011	SR 64 @ Carlton Arms Blvd (Separate Pole)
	Lorraine Rd @ Rangeland Pkwy	4016	7th Ave E @ 9th St E
	Lorraine Rd @ 44th Ave E	4017	1st Street W @ 6th Avenue W
3002	SR 64 @ Lena Road	4019	Manatee Ave W @ 9th St W
3003	SR 64 @ School House Dr	4020	Manatee Ave W @ 10th St W
3004	SR 64 @ I-75 NB Ramp	4021	Manatee Ave W @ 12th St W
3007	SR 64 @ 60th Street Court East	4022	Manatee Ave W @ 13th St W
3034	75th St W @ 18th Ave W	4024	Manatee Ave W @ 15th St W
3043	53rd Ave W @ 26th St W	4026	Manatee Ave W @ 39th St W
3046	53rd Ave W @ 5th St W	4028	Manatee Ave W @ 51st St W
3063	SR 70 @ 87th St E	4030	Manatee Ave W @ 67th St W
3064	SR 70 @ Braden Run	4031	Manatee Ave W @ Village Green Pkwy
3065	SR 70 @ River Club Blvd	4080	14th St W @ 21st Ave W
3070	US 41 @ Pearl Ave	4082	14th St W @ 12th Ave W
3071	US 41 @ 69th Ave W (Bay Dr)	4083	14th St W @ 9th Ave W
3074	US 41 @ 60th Ave W	4085	6th Ave W @ 14th St W
3075	US 41 @ 57th Ave W	4099	9th St W @ 13th Ave W
3076	US 41 @ 49th Ave Dr W	4100	9th St W @ 9th Ave W
3077	US 41 @ Orlando Ave	4112	1st Street @ 9th Avenue
3079	14th St W @ 30th Ave W	4117	Manatee Ave @ 9th Street E
3089	15th St E @ 57th Ave E	4119	6th Ave W @ 10th St W
3090	15th St E @ 51st Ave E	4120	6th Ave W @ 12th St W
3093	301 Blvd E @ 44th Ave E	4121	6th Ave W @ 13th St W
3097	9th St W @ 30th Ave W	4013	SR 64 @ 17th St E
3103	US 301 @ Whitfield Ave	Midblock	SR 64 between 51st St E & 53rd St E (Co locate w/ MVDS)
3108	US 301 @ 30th Ave W	Midblock	6th Ave W @ 3rd St W
3123	Cortez Rd W @ 66th St W	Midblock	1st Street SE of bridge by guard rail
3126	Cortez Rd W @ 51st St W	Midblock	Manatee Avenue @ Flamingo Cay Dr
3129	Cortez Rd W @ 34th St W		

CCTV locations for ATMS expansion - DESIGN LIST

Page 2 of 2

Manatee County		ID	City of Palmetto
3131	Cortez Rd W @ 20th St W	5215	US 301 N @ US 41 N ER
3139	Cortez Rd @ 9th St W	5217	US 41 N @ 17th Street E
3140	Cortez Rd @ 5th St W	5218	US 301 N @ US 41 N WR
3144	SR 64 @ Grand Harbour Pkwy	5221	8th Ave W @ 17th St W
3201	US 301 N @ Old Tampa Rd	Midblock	8th Ave W NW end of bridge fishing pier
3202	US 301 N @ Colony Cove Dr		
3203	US 301 N @ Victory Rd		
3216	US 41 N @ 23rd Street E	ID	Manatee County
3240	Cortez Road W @ 86th St W	3052	SR 70 @ 30th St E
3250	34th St W @ Bayshore Gardens Pkwy	3069	US 41 @ Whitfield Ave
3251	26th St W @ Bayshore Gardens Pkwy	3268	14th St W @ 39th Ave W
3257	Lockwood Ridge Rd @ Honore Ave	3143	Cortez Rd @ 44th Ave Connection
3258	Lockwood Ridge Rd @ Whitfield Ave	3125	Cortez Rd W @ Cape Vista Dr/Walmart
3263	Lakewood Ranch Blvd @ Lost Creek	3128	Cortez Rd W @ 37th St W
3264	Lakewood Ranch Blvd @ Rangeland Pkwy	3273	44th Ave E @ 9th St E
3265	Lakewood Ranch Blvd @ Summerfield Pkwy	3262	Lakewood Ranch Blvd @ 44th Ave E
3266	SR 70 @ Lorraine Road	3238	Cortez Road W @ 119th St W
3270	Lakewood Ranch Blvd @ Malachite Dr	3312	White Eagle Blvd @ Rangeland Pkwy
3274	44th Ave E @ 15th St E	3115	9th Street E @ 13th Avenue E
3302	US 41 N @ 69th St E/73rd St E	3116	9th Street E @ 9th Avenue E
3303	US 41 N @ Experimental Farm Rd	Midblock	Lakewood Ranch Blvd @ Gatewood Dr
3313	Lorraine Rd @ Greenbrook Blvd	Midblock	SR 70 @ White Eagle Blvd
3314	Lorraine Rd @ The Masters Ave	Midblock	White Eagle Blvd @ Malachite Dr
3320	Lakewood Ranch Blvd @ Natures Way	Midblock	White Eagle Blvd @ 44th Ave E
3321	Lakewood Ranch Blvd @ Main St	Midblock	US 41 @ Edwards Drive (by SRQ airport)
3325	US 41 N @ I-275 NR	Midblock	US 301 N @ CR 675
3252	57th Avenue E @ 5th Street E	Midblock	US 41 N @ 39th Street E
3608	US 301 N @ Chin Road	Midblock	US 41 N @ Palm View Rd
3255	63rd Avenue E @ 9th Street E	Midblock	US 41 N @ Buckeye Rd
3208	Ellenton Gillete Rd @ 17th St. E	Midblock	SR 64 @ 117th Street E
3137	1st Street @ 30th Ave		
3006	SR 64 @ 66th St Ct E		

MVDS locations for ATMS expansion

(TTL: 28)

Page 1 of 1

BT = BlueTOAD

Manatee County	City of Bradenton	City of Palmetto
Lakewood Ranch Blvd north of Natures Way	SR 64 west of 51st Street W	US301N east of Canal Road
Lakewood Ranch Blvd north of Clubhouse Dr		
Lakewood Ranch Blvd north of River Club Blvd		
Lorraine Road between SR70 & Greenbrook Blvd		
Lorraine Road between Masters Ave & Players Dr		
Lorraine Road between Rangeland & 44th Ave		
Lorraine Road between SR64 & 44th Ave		
SR 64 west of Rye Road (Co locate w/ CCTV & BT)		
SR 70 between White Eagle Blvd & LWR Blvd		
SR 70 between River Club & Braden Run		
63rd Avenue E between 21st St E & 24th St E		
US301 between Tallevast Rd & University Pkwy		
SR 70 between Caruso Rd & Natalie Way		
Cortez Road W east of 51st Street W		
US 41 north of Florida Blvd		
44th Avenue E east of 15th St E		
44th Avenue E between 30th St E & 37th St E		
53rd Ave W between 66th St W & 65th St W		
SR64 between 51st St E & 53rd St E (Co locate w/ CCTV)		
US41N between 16th Ave E & Palm View (Co locate w/ CCTV)		
US301N south of Red Rooster Rd		
US41N south of Moccasin Wallow Rd		
Ellenton Gillette Rd between 49th St E & Mendoza Rd		
Ellenton Gillette Rd between US301N & 17th St E		
15th St E between 57th Ave E & 53rd Ave E		
15th St E between Tallevast Rd & Whitfield Ave		

ATTACHMENT C

BlueTOAD locations for ATMS expansion (TTL: 33)

ID	Manatee County	ID	City of Bradenton	ID	City of Palmetto
3070	US 41 @ Pearl Avenue	4010	SR 64 @ 43rd Street E	5217	US 41 N @ 17th Street E
3071	US 41 @ Bay Drive	4014	SR 64 @ 15th Street E	5222	8th Avenue W @ 10th Street W
3075	US 41 @ 57th Avenue W	4016	7th Ave E @ 9th St E		
3079	14th Street W @ 30th Avenue W	4017	1st Street @ 6th Avenue		
3087	301 Blvd E @ Whitfield Ave	4018	6th Ave W @ 9th St W		
3089	15th Street East at 57th Ave E	4024	Manatee Ave W @ 15th St W		
3093	301 Blvd E @ 44th Ave E	4081	14th St W @ 17th Ave W		
3110	US 301 @ 9th Street E	4083	14th St W @ 9th Ave W		
3116	9th Street E @ 9th Avenue E	4117	Manatee Ave @ 9th St E		
3137	1st Street @ 30th Ave E/W	4141	9th Ave E @ 15th St E		
3216	US 41 N @ 23rd Street E				
3274	44th Ave E @ 15th Street E				
3251	26th St W @ Bayshore Gardens				
3302	US 41 N @ 69th Street E				
3303	US 41 N @ 49th Street E				
3313	Lorraine Rd @ Greenbrook Blvd				
3314	Lorraine Rd @ The Masters Ave				
3325	US 41 N @ I-275 NR				
3608	US 301 N @ Chin Road				
Midblock	US41N between Palm View & 16th Ave E (Co locate w/ CCTV & MVDS)				
	SR 64 @ Rye Road(Co locate w/ CCTV & MVDS)				

ATTACHMENT C

ADMS Locations	
Number	Intersection
1	University Pkwy WB @ US 301 SB
2	US 301 SB @ University Pkwy
3	US 301 NB @ SR 70
4	US 301 SB @ SR 70
5	SR 70 EB @ US 301
6	SR 70 WB @ US 301
7	US 41 NB @ SR 70
8	US 41 SB @ SR 70
9	BUS 41 NB @ SR 684
10	BUS 41 SB @ SR 684
11	SR 684 EB @ BUS 41
12	SR 684 WB @ BUS 41
13	US 41 SB @ Desoto Bridge
14	US 41 NB @ Desoto Bridge
15	BUS 41 NB @ SR 64
16	BUS 41 NB @ Green Bridge
17	BUS 41 SB @ Green Bridge
18	BUS 41 NB @ 10th St W
19	BUS 41 SB @ 10th St W
20	10th St W EB @ BUS 41
21	US 301 WB @ US 41
22	US 41 SB @ US301/10th St E
23	US 41 NB @ US 301/10th St E
24	US 41 NB @ SR 64
25	SR 64 EB @ 75th St West
26	SR 684 EB @ 75th St West
27	SR 64 WB @ 15th St East
28	SR 64 EB @ 9th St East
29	Moccasin Wallow EB Diversion @ I-75
30	Moccasin Wallow WB Diversion @ I-75
31	US 301/SR 43 @ I-75 SB
32	US 301/SR 43 @ I-75 NB

ATTACHMENT C

33	SR 64 @ I-75 EB
34	SR 64 @ I-75 WB
35	SR 70 @ I-75 EB
36	SR 70 @ I-75 WB
37	University Pkwy @ I-75 EB
38	University Pkwy @ I-75 WB
39	US 301 EB @ Old Tampa Road
40	SR 64 WB @ Lakewood Ranch Boulevard
41	SR 64 EB @ Lakewood Ranch Boulevard
42	Upper Manatee Road SB @ SR 64
43	SR 70 EB @ Lakewood Ranch Boulevard
44	Lakewood Ranch Boulevard SB @ SR 70
Number	Trailblazer
1	Moccasin Wallow Road WB @ US 41
2	US 41 NB @ Moccasin Wallow Road
3	Old Tampa Road WB @ Fort Hamer Road
4	Fort Hamer Road NB @ Old Tampa Road
5	Fort Hamer Road SB @ Upper Manatee River Road
6	Upper Manatee River Road NB @ Fort Hamer Road
7	Lakewood Ranch Boulevard NB before SR 64
8	Lakewood Ranch Boulevard NB @ SR 70
9	Lakewood Ranch Boulevard SB @ University Parkway
10	University Parkway EB @ Lakewood Ranch Boulevard

AVD locations for ATMS expansion			Page 1 of 2		
ID	Qty	Manatee County	ID	Qty	City of Bradenton
3001	4	SR 64 @ Lakewood Ranch Rd	4009	2	SR 64 @ 48th St Ct E
3002	2	SR 64 @ Lena Rd_Heritage Green Way	4010	2	SR 64 @ 43rd St E
3003	2	SR 64 @ School House Dr	4011	2	SR 64 @ Carlton Arms Blvd
3004	2	SR 64 @ I-75 NB Ramp	4012	2	SR 64 @ 27th St E
3005	2	SR 64 @ I-75 SB Ramp	4013	2	SR 64 @ 17th St E
3006	2	SR 64 @ 66th St Ct. E	4014	2	SR 64 @ 15th St E
3007	2	SR 64 @ 60th St Ct. E	4017	2	1st Street @ 6th Ave
3008	2	SR 64 @ Morgan Johnson Rd	4111	2	1st Street @ 13th Ave
3036	2	Cortez Rd @ 75th St W	4112	2	1st Street @ 9th Ave
3045	4	US41 @ 53rd Ave	4113	2	1st Street @ Manatee Ave
3051	4	US 301 @ SR 70/53rd Ave			
3067	2	US 41@ Braden Ave			
3068	2	US 41@ Tallevast Rd	ID	Qty	City of Palmetto
3069	2	US 41@ Whitfield Ave	5213	2	US301N @ Haben Blvd
3070	2	US 41@ Pearl Ave	5214	2	US301N @ Palmetto Plaza
3071	2	US 41@ Bay Dr	5215	2	US301N @ US41N East Ramp
3072	2	US 41 @ Florida Blvd	5217	2	US41N @ 17th St E
3073	2	US 41@ Bayshore Gardens Pkwy	5218	2	US301N @ US41N West Ramp
3074	2	US 41@ 60th Ave W	5220	2	US41N @ Haben Blvd
3075	2	US 41@ 57th Ave W			
3076	2	US 41@ 49th Ave Dr W			
3077	2	US 41 @ 46th Ave Dr W_Orlando Ave			
3078	4	Cortez Rd @ US 41_14th St W			
3094	2	US41_1st St @ 301 Blvd E			
3102	2	US 301 @ Tallevast Rd.			
3103	2	US 301 @ Whitfield Ave.			
3104	2	US 301 @ 63rd Ave. E			
3106	2	US 301 @ 51st Ave. E			
3108	2	US 301 @ 30th Ave. E			
3109	2	US 301 @ 15th St E			
3110	2	US 301 @ 9th St E			
3122	2	Cortez Rd @ 71st St W			

AVD locations for ATMS expansion			Manatee County		
ID	Qty	Manatee County	ID	Qty	Manatee County
3123	2	Cortez Rd @ 66th St W	3273	2	44th Ave E @ 9th St E
3124	2	Cortez Rd @ 59th St W	3274	2	44th Ave E @ 15th St E
3125	2	Cortez Rd @ Walmart	3275	2	44th Ave E @ 18th St E
3126	2	Cortez Rd @ 51st St W	3276	2	44th Ave E @ 19th St Ct E
3127	2	Cortez Rd @ 43rd St W	3277	2	44th Ave E @ 30th St E
3128	2	Cortez Rd @ 37th St W	3278	2	44th Ave E @ 45th St E
3129	2	Cortez Rd @ 34th St W	3279	4	US 301 @ 44th Ave E
3130	2	Cortez Rd @ 26th St W	3280	2	44th Ave E @ 37th St E
3131	2	Cortez Rd @ 20th St W	3281	2	US301N @ Ft Hamer Rd
3136	2	1st Street @ 26th Ave	3320	2	Lakewood Ranch Blvd @ Natures Way
3137	2	1st Street @ 30th Ave	3321	2	Lakewood Ranch Blvd @ Main St
3139	2	Cortez Rd @ 9th St W	3608	2	US301N @ Chin Rd
3140	2	Cortez Rd @ 5th St W			
3143	2	Cortez Rd @ 44th Ave Connection			
3144	2	SR 64 @ Grand Harbour Pkwy			
3201	2	US 301N @ Old Tampa Rd			
3202	2	US 301N @ Colony Cove Dr			
3203	2	US 301N @ Victory Rd			
3204	2	US 301N @ 60th Ave E/Outlet Mall			
3205	2	US301N @ I-75 East Ramp			
3206	2	US301N @ I-75 West Ramp			
3207	2	US301N @ 51st St E			
3209	2	US301N @ Ellenton Gillette Rd			
3210	2	US301N @ Feld Entertainment			
3216	2	US41N @ 23rd St E			
3238	2	Cortez Rd @ 119th St W			
3240	2	Cortez rd @ 86th St W			
3262	4	Lakewood Ranch Blvd @ 44th Ave E			
3263	2	Lakewood Ranch Blvd @ Lost Creek			
3264	2	Lakewood Ranch Blvd @ Rangeland Pkwy			
3265	2	Lakewood Ranch Blvd @ Summerfield			
3270	2	Lakewood Ranch Blvd @ Malachite Dr			

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

APPENDICES A and E

Revised 01/2015

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION**DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/ .

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/Login?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.



CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)

AGREEMENT

PROFESSIONAL SERVICES

between

**MANATEE COUNTY
(COUNTY)**

and

(CONSULTANT)

SAMPLE

AGREEMENT FOR [INSERT TYPE OF SERVICES]

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**INSERT COMPANY NAME**], a [Company/Corporation], (“**CONSULTANT**”) with offices located at [Insert address], and duly authorized to conduct business in the State of Florida. COUNTY and CONSULTANT are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONSULTANT engages in the business of providing [Insert type of service]; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONSULTANT to render the professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONSULTANT'S submission of a proposal in response to Request for Proposal [INSERT REFERENCE NUMBER] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statutes § 287.055.

NOW, THEREFORE, the COUNTY and CONSULTANT, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in Exhibit A.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and <number> exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Work Assignment
- Exhibit D** Affidavit of No Conflict
- Exhibit E** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force until all Work is completed, unless terminated by COUNTY pursuant to Article 12.

ARTICLE 4. COMPENSATION

- A. Compensation payable to CONSULTANT for services rendered and expenditures incurred in providing the services specified in Exhibit A shall be established in Exhibit A, Scope in accordance with Article 9.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.
- C. The fee rates specified in Exhibit B shall be total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND MODE OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the services specified in Exhibit A at a rate of compensation according to the deliverable payment schedule stated in Exhibit A.
- B. COUNTY shall approve all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the number which COUNTY shall assign to this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.
- E. COUNTY shall pay in accordance with the requirements of Florida Statutes § 218.73, Prompt Payment Act.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this

Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.

- G. All costs of providing the services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in Exhibit B.
- H. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 14 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall appoint an Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit D**.
- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to

incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

- G. CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and defend the position of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT, and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

ARTICLE 8. COUNTY'S PROJECT MANAGER

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

ARTICLE 9. WORK

- A. When the Work calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts of said data, shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement.
- B. All final plans, documents, reports, studies and other data prepared by CONSULTANT shall bear the endorsement of a person in the full employ of CONSULTANT.
- C. It shall be the responsibility of CONSULTANT to ensure that all projects and services are completed timely. If the completion of a project or service is expected to be delayed, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a deadline is appropriate, a recommendation for a Change Order shall be initiated.
- D. When Work is complete, CONSULTANT shall notify COUNTY in writing. Thereupon COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such written notice of acceptance or exception is not given within this period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall never be construed as an acceptance of improper, defective or deficient work.

ARTICLE 10. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 11. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement (Work Assignments, if applicable), to include:
 - a. Failure to provide products or services to comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to deliver the supplies or perform the services within the time specified in the Work Assignments; or
 - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for cause, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiencies shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - b. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, or individual Work Assignments without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONSULTANT shall be entitled to payment for all services performed to the satisfaction of the COUNTY and expenses incurred under this Agreement prior to termination, less any costs, expenses and damages due to the failure of the CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 12. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to transfer the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 13. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount that is determined to be owed by the COUNTY.

CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 14. COMPLIANCE WITH LAWS

All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONSULTANT shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 15. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color, national origin. Such action will be taken with reference to, but shall not be limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in or denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 16. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or

copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least five (5) years after the termination date.

- C. CONSULTANT shall obtain any licenses required to provide the scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 17. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY's custodian of public records, provide COUNTY 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 18. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss or cause of action of property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abrogate 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 COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 20. INSURANCE

A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.

- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit E**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 21. LEGAL SERVICES

If notified in writing by the Office of the County Attorney, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
 - 1. Predisposition, pretrial, or prehearing preparation.
 - 2. Preparation of court exhibits.
 - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
 - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY'S position in court.
- D. Compensation for litigation services shall not exceed CONSULTANT'S Fee Rate Schedule specified in **Exhibit B**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- E. CONSULTANT'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.

F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

ARTICLE 22. SOLICITATION OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. ASSIGNMENT AND SUBCONTRACTING

CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, by anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be ground for immediate termination of this Agreement.

ARTICLE 24. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or

contingent fee.

ARTICLE 25. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

Enter Name, Title, Enter Name, Title, Enter Name, Title,

CONSULTANT shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 26. SUB-CONSULTANTS

If CONSULTANT receives written approval from the COUNTY to use the services of a sub-consultant(s), CONSULTANT shall utilize the sub-consultant as specified in **Exhibit B**. CONSULTANT shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

ARTICLE 27. PROFESSIONAL LIABILITY.

To the fullest extent allowed by law, the individuals performing professional services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of professional services pursuant to this Agreement.

ARTICLE 28. NOTICES

All notices, reports and authorizations provided for herein shall be in writing and shall be delivered by hand or mail through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Department
Attn:
Address
City, State, Zip
Phone: (941)
Email:

To CONSULTANT: Consultant Name
Attn: Representative Name

Address
City, State, Zip
Phone: ()
Email:

ARTICLE 29. RELATIONSHIP OF PARTIES

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with this Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such actions as may be necessary and reasonable to settle such debts or claims.

ARTICLE 30. NO CONFLICT

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 31. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry, and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable conditions to perform the services. CONSULTANT shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 32. PUBLIC ENTITY CRIMES

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 33. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT'S normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

ARTICLE 34. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, loss of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 35. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 36. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 37. PATENT AND COPYRIGHT RESPONSIBILITY

Any material, design, or product specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the professional [Enter Type of Service] services.

ARTICLE 38. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 39. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 40. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 41. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 42. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 43. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

CONSULTANT NAME

By: _____

Print Name & Title of Approver/Signer

Date: _____

**MANATEE COUNTY, a political subdivision of the
State of Florida**

Aresia Webb, M.A., CPPO, CPPB, CPSM,
C.P.M, Procurement Official

Date: _____

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B
FEE RATE SCHEDULE

SAMPLE

EXHIBIT C
WORK ASSIGNMENT

WORK ASSIGNMENT NUMBER: _____

Pursuant to the Manatee County, Florida, Agreement for Professional _____ Services entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Insert Consultant name _____, hereinafter referred to as "CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of or rendering of services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: _____

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform tasks as more specifically detailed in Attachments 1 through 3 as follows:

- Attachment 1, Scope of Services
- Attachment 2, Hourly Fee Schedule
- Attachment 3, Schedule

Compensation to CONSULTANT for rendering all of the above identified services and products shall not exceed \$_____. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description # _____ - \$ _____

Task/Description # _____ \$ _____

COUNTY may authorize in writing, in advance, adjustments in the compensation for particular tasks established hereon provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

CONSULTANT agrees to perform or render services in accordance with this Agreement No. _____ for Professional _____ Services and this Work Assignment dated _____.

CONSULTANT NAME, Consultant

By: _____

Print Name: _____

Title: _____

Date: _____

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: _____

Date: _____

SAMPLE

EXHIBIT D
AFFIDAVIT OF NO CONFLICT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____ of _____, as [INSERT TITLE] _____ of [INSERT SUPPLIER NAME] _____, with full authority to bind (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into the Agreement No. _____ for _____.

DATED this _____ day of _____, _____.

Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

Commission No. _____

EXHIBIT E
INSURANCE AND BOND REQUIREMENTS

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

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name Manatee County, a political subdivision of the State of Florida as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>2,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ <u>1,000,000</u> Personal and Advertising Injury Liability • \$ <u>50,000</u> Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u> Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit •
<p>4. <input checked="" type="checkbox"/> Worker's</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all

<p>Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

<p>(E&O) Liability Insurances</p>	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
<p>9. <input type="checkbox"/> Builder's Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>Coverage shall comply with Florida Statute 91.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Security Breach Liability • \$ _____ Security Breach Expense Each Occurrence • \$ _____ Security Breach Expense Aggregate • _____ Replacement or Restoration of Electronic Data • \$ _____ Extortion Threats • \$ _____ Business Income and Extra Expense • \$ _____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability:</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>CONSULTANT shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification numbers shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the CONSULTANT's care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$10,000 Medical Expense, and • \$ _____ Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at _____ or \$10,000,000)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

SAMPLE

<u>BOND REQUIREMENTS</u>	
<p>1. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$ _____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

2. <input type="checkbox"/> Payment and Performance Bond	A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

Approved: _____

Date: _____

SAMPLE

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

In addition to furnishing a Certificate of Insurance, the CONSULTANT shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as an Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

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

Workers' Compensation and Employer's Liability Coverages

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

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

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

In addition, when requested in writing from the COUNTY, CONSULTANT will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

- c. The project's solicitation number and title shall be listed on each certificate.
 - d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 - e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
 - f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 - g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and coverages to each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the terms set forth to the procurement representative.
 - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- or SC VII or better. In addition, the COUNTY has the right to review the CONSULTANT'S deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONSULTANT and shall become a part of the contract.

V. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONSULTANT agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONSULTANT further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONSULTANT further agrees that in case the CONSULTANT fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONSULTANT, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONSULTANT shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONSULTANT of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment of obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONSULTANT to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONSULTANT shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONSULTANT until the CONSULTANT has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONSULTANT. Failure of the CONSULTANT to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONSULTANT or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONSULTANT of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

SAMPLE

CONSULTANT'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Consultant Name: _____ Date: _____

Authorized
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Surety Agency: _____

Surety Name: _____ Surety Phone: _____

Please return this completed and signed statement with your agreement.

SAMPLE