

Solicitation 176606KW

**Engineering Services for Bascule Bridge Repairs for
Albee and Manasota Road**

Bid Designation: Public



Sarasota County

Bid 176606KW

Engineering Services for Bascule Bridge Repairs for Albee and Manasota Road

Bid Number 176606KW
 Bid Title Engineering Services for Bascule Bridge Repairs for Albee and Manasota Road
 Expected Expenditure **\$800,000.00** (This price is expected - not guaranteed)

Bid Start Date Mar 6, 2017 5:16:34 PM EST
 Bid End Date Apr 12, 2017 3:00:00 PM EDT
 Question & Answer End Date Apr 5, 2017 12:00:00 PM EDT

Bid Contact Kate Wood
 Procurement Analyst
 OFM - Procurement
 941-861-5266
 kgwood@scgov.net

Contract Duration **One Time Purchase**
 Contract Renewal Not Applicable
 Prices Good for 120 days

Bid Comments **Proposer to provide Design, permitting, preparation of plans, specifications, estimates, Construction Engineering Inspections (CEI) and Limited Construction Services for the repairs to Albee Road and Manasota Beach Road bascule bridges. Note estimated cost is for design and management services only and does not include construction costs.**
 (This price is expected - not guaranteed).

Required Vendor Qualifications **NO LOBBY, IMMIGRATION, PUBLIC ENTITY , DRUG FREE, LEGAL NAME**

Item Response Form

Item **176606KW--01-01 - Letter of Interest**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**
No Location Specified

Qty 1

Description

Upload a single page Letter of Interest pursuant to Part 1 section 6.3.1

Item **176606KW--01-02 - Licenses and Certifications**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload a Certificate of Authorization from FBPE and a copy of Professional Engineer license pursuant to Part I Sections 3.0.

Item **176606KW--01-03 - FDOT prequalification for Type Work 4.4 Moveable Span Bridge Design**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload proof of prequalification FDOT for Type Work 4.4 Moveable Span Bridge Design pursuant to Part I, Section 3.2 and Section 6.3.2

Item **176606KW--01-04 - FDOT prequalification in Type of Work 10.7: Movable Span Bridge CEI.**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload proof of FDOT prequalification in Type of Work 10.7: Movable Span Bridge CEI pursuant to Part I Section 3.3 and Section 6.3.2.

Item **176606KW--01-05 - Resumes**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload resumes of Key Personnel, including Sub-Contractor's, pursuant to Part 1 section 6.3.3.

Item **176606KW--01-06 - Project Approach**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload a detail project approach pursuant to Part 1 section 6.3.4.

Item **176606KW--01-07 - Schedule/Timeline**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload a Schedule/Timeline, pursuant to Part 1 section 6.3.5.



REQUEST FOR PROFESSIONAL SERVICES (“RPS”) – PART I

RPS #: 176606KW **RPS TITLE:** Bascule Bridge Repairs for Albee and Manasota Beach Road Bridges

1.0 PURPOSE

Sarasota County, a political subdivision of the State of Florida, will receive proposals on the date indicated in BidSync for the purpose of selecting a qualified Proposer to provide project management, design, permitting, preparation of plans, specifications, estimates, Construction Engineering Inspections (CEI), and Limited Construction Services for the repairs to Albee Road and Manasota Beach Road bascule bridges. Proposers are required to comply with Part II, Scope of Services/Work Specifications. For the purpose of this RPS, the term “Proposer” is defined as the legal entity submitting a proposal. Proposals will be evaluated in accordance with Section 287.055, Florida Statutes.

2.0 BACKGROUND

Sarasota County plans to repair Albee Road and Manasota Beach Road bascule bridges, bridge numbers 170057 and 170058 respectively.

Field inspections of both bridges were performed in August 2010 and resulted in recommended structural, electrical, and mechanical bridge repairs that would keep the bridges operating efficiently and extend their service lives. In addition, the latest FDOT bridge inspection reports provide guidance on the extent of necessary bridge repairs.

The County anticipates construction of the repairs to Albee Road Bridge in Fiscal Year (FY) 2018 and Manasota Beach Road Bridge in FY 2019/2020.

3.0 QUALIFICATIONS

- 3.1 Proposing firm shall hold a Certificate of Authorization from the Florida Board of Professional Engineers (FBPE).
- 3.2 At least one (1) of the Proposer’s key project personnel must be an employee of the Proposer and be licensed as a Florida Professional Engineer in the state of Florida.
- 3.3 Proposer must be FDOT prequalified in Type of Work 4.4 Movable Span Bridge Design. This type of work includes the design of bascule bridges and other movable bridges.
- 3.4 Proposer must be FDOT prequalified in Type of Work 10.7: Movable Span Bridge CEI.

4.0 PRE-PROPOSAL CONFERENCE AND/OR SITE VISIT



REQUEST FOR PROFESSIONAL SERVICES (“RPS”) – PART I

- 4.1 All conferences and site visits will take place at the time, date and location specified in BidSync.
- No pre-proposal conference or site visit is scheduled
- There will be a mandatory pre-proposal conference or site visit
- There will be a non-mandatory pre-proposal conference or site visit
- 4.2 Failure by a Proposer to attend a mandatory pre-proposal conference or site visit will result in their proposal being considered non-responsive.
- 4.3 When applicable, Proposers are advised to visit each location to familiarize themselves with all work areas. Failure to do so will in no manner relieve the Proposer from furnishing materials or services that may be required to carry out and complete the contract in accordance with the intent of the specifications listed herein.
- 4.4 Questions asked at a pre-proposal conference will be formally answered via an addendum. Proposers shall not rely on oral communications.

5.0 SUBMITTAL INSTRUCTIONS

Proposals must be submitted electronically in BidSync no later than the Bid End Date specified in BidSync. Proposals submitted by any other method will not be accepted. The County assumes no responsibility for any Proposals received after the Bid End Date. Late submittals will not be accepted.

6.0 SUBMITTAL DOCUMENTS

- 6.1 **Electronic Forms** - The forms checked below are provided as attachments to this RPS. Failure to complete and submit any of the required forms electronically with a submittal may be cause to declare a Proposer non-responsive.
- a. **Proposer Information (RPS INFO) Form**– Provides basic information about the Proposer, including contact information, summary of qualifications and disclosure.
- Required Not Applicable
- b. **Proposed Subcontractor List (RPS SUB) Form** – Provides a list of proposed subcontractors.
- Required Not Applicable
- c. **Summary of Professional Experience & Capabilities (RPS EXP) Form** - Proposers may provide a maximum of five (5) projects for consideration. Projects submitted should demonstrate the experience of the Proposer, subcontractors, and current team members who may have worked for other firms on similar projects and provide detailed information regarding the Proposer’s capabilities, project management techniques and project controls.
- Required Not Applicable
- d. **Current & Projected Workload (RPS WORK) Form** – Provides a list of the



REQUEST FOR PROFESSIONAL SERVICES (“RPS”) – PART I

Proposer’s active and awarded projects.

Required Not Applicable

- 6.2 **Required Qualification Documents** – All Proposers must complete the qualifications listed below in BidSync prior to the submittal due date and time. Failure to complete any of the required qualifications by the specified due date and time, may be cause to declare a Proposer non-responsive.
- 6.2.1 **(REQUIRED) No Lobby Qualification:** All Proposers must complete a No Lobby qualification in BidSync prior to the submittal due date and time.
- 6.2.2 **(REQUIRED) Immigration Qualification:** All Proposers must verify they meet Federal and State employment eligibility requirements by completing the Immigration Qualification (Employment Eligibility) in BidSync prior to the submittal due date and time.
- 6.2.3 **(REQUIRED) Public Entity Qualification:** Pursuant to 287.133(3)(a), Florida Statutes, all bidders are required to complete the Public Entity Crime Statement Qualification (Public Entity) in BidSync prior to the submittal due date and time.
- 6.2.4 **FL CBE - MBE** – Proposers who qualify as a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act, must complete the FL CBE qualification in BidSync prior to the submittal due date and time. Only those Proposers who have completed the FL CBE qualification in BidSync, including uploading proof of their State of Florida Certified Business Enterprise status, shall be eligible for Certified Minority Business Enterprise points.
- 6.2.5 **(REQUIRED) Legal Name:** All Proposers must provide the legal name of the organization submitting the bid by completing the Legal Name qualification in BidSync prior to the submittal due date and time.
- 6.3 **Documents** - In addition to the forms listed in Section 4.1 above, proposals must include all of the documents below that are marked as “Required”. All required documents must be provided electronically in PDF format.
- 6.3.1 **Letter of Interest** – Single page Letter of Interest
 Required Not Applicable
- 6.3.2 **Licenses and Certifications**
 Required Not Applicable
- 6.3.3 **Resumes** of Key Personnel
 Required Not Applicable
- 6.3.4 **Project Approach**
 Required Not Applicable

Provide a detailed Project Approach, including, but not be limited to:

- Project management techniques, controls, program and technologies to be



REQUEST FOR PROFESSIONAL SERVICES (“RPS”) – PART I

- employed to meet project schedule and budget requirements.
- Assignment of personnel to provide the most efficient service.
- Where elements of the work will be performed, and who in the organizational chart will oversee performance of the work to provide the most efficient services.
- Detailed information explaining how location of the firm, key personnel and sub-contractors will affect project, including how impact of any physical distance will be mitigated through the use of technology, processes or other means.
- Organizational chart delineating personnel assigned to project (including sub-contractors).
- Organizational chart showing the corporate management structure of the Proposer.
- Proposed timeline, indicating major milestones.

6.3.5 **Schedule/Timeline** – Provide a graphical representation of the proposed schedule/timeline indicating major milestones and deliverables.

Required Not Applicable

7.0 EVALUATION

- 7.1 All timely responses meeting the criteria set forth in this RPS will be evaluated by members of the County’s Professional Services Review Committee (“PSRC”).
- 7.2 Proposals will be evaluated in accordance with Section 287.055, Florida Statutes and the scoring and evaluation criteria listed in this RPS.
- 7.3 To the extent allowable by law, evaluators will give extra consideration to qualified Proposers with offices located within Sarasota County.
- 7.4 Notice of any public meetings pertaining to this RPS shall be posted at www.scgov.net.
- 7.5 The Professional Services Review Committee (“PSRC”) will evaluate and score all responsive and responsible proposals using the evaluation criteria in Section 8.0. The PSRC will conduct discussions with, and may require public presentations by, no fewer than the three (3) highest scoring Proposers.
- 7.6 Following discussions or presentations, the PSRC will rank the short-listed Proposers and recommend the first ranked Proposer for award.

8.0 SCORING AND EVALUATION CRITERIA

8.1 Proposals will be scored using the following evaluation criteria.

APPLICABLE IF CHECKED	CRITERIA	DESCRIPTION	MAXIMUM POINTS
<input checked="" type="checkbox"/>	ABILITY OF PROFESSIONAL PERSONNEL	Qualifications and experience of Proposer’s key personnel and sub-contractors.	6



REQUEST FOR PROFESSIONAL SERVICES (“RPS”) – PART I

APPLICABLE IF CHECKED	CRITERIA	DESCRIPTION	MAXIMUM POINTS
<input checked="" type="checkbox"/>	PROPOSER’S PAST PERFORMANCE AND EXPERIENCE	Relevant project experience of Proposer and sub-contractors with projects that indicate proficiency in similar work	6
<input checked="" type="checkbox"/>	PROJECT APPROACH	<ul style="list-style-type: none"> • Proposed project management techniques & controls • Program and technologies to be employed • Innovation • Proposed timeline • Personnel assigned • Processes and technologies employed to meet time and budget requirements 	5
<input checked="" type="checkbox"/>	LOCATION OF PROPOSER’S OFFICE PERSONNEL	<p>One point will be awarded, based on the location of the Proposer’s office personnel. Location of Proposer’s sub-contractors will not be included in this calculation. For the purposes of this section, “local” shall be defined as Sarasota, Manatee or Charlotte counties.</p> <p><i>When calculating location points, the County will only consider the information provided on the Proposer Information form that is submitted with the proposal.</i></p> <p>Location of Proposer’s Office If local office established for 1+ Years</p>	1
<input checked="" type="checkbox"/>	LOCAL EXPERIENCE	<p>Proposers will receive 1/5 point and up to a maximum of one point for each project submitted on the Summary of Professional Experience & Capabilities form that meet all of the following criteria</p> <p>Project located within Sarasota, Manatee or Charlotte County</p> <p>Project is either on-going or was</p>	1



REQUEST FOR PROFESSIONAL SERVICES (“RPS”) – PART I

APPLICABLE IF CHECKED	CRITERIA	DESCRIPTION	MAXIMUM POINTS
		<p>substantially completed within seven (7) years of the submittal deadline indicated in BidSync.</p> <p>Project demonstrates scope of services that is substantially similar to the scope of services being solicited.</p> <p>Proposer, Proposer’s key personnel or sub-contractors acted as prime or sub-contractor on the project.</p>	
<input checked="" type="checkbox"/>	CERTIFIED MINORITY BUSINESS ENTERPRISE STATUS	Proposers who complete the FL CBE qualification in BidSync and submit proof of certified minority business enterprise status as defined by the Florida Small and Minority Business Assistance Act, will be granted 1 point.	<i>1</i>
MAXIMUM TOTAL POINTS			20

9.0 AWARD

- 9.1 Award shall be made to the Proposer who, in the sole opinion of the County, is most qualified to perform the scope of services required.
- 9.2 In the event of a tie the tie-breaking procedures identified in the Sarasota County Procurement Manual will apply.
- 9.3 Local preference as defined in the Procurement Code section 2-215 is **not** applicable to this solicitation.

10.0 CONFLICT OF INTEREST

Firms, either directly or through an affiliate, that are under contract with private business entities for work related to the project, will not be eligible for award.

11.0 CHANGES IN PROJECT TEAM

- 11.1 A change in the project team of a Proposer after the submission of a proposal could result in reconsideration of the scoring of applicable evaluation criteria, at the sole discretion of the County.
- 11.2 Any changes in the Proposer’s Key Personnel must be brought to the attention of Procurement as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team



REQUEST FOR PROFESSIONAL SERVICES (“RPS”) – PART I

member, must be submitted to the Procurement Analyst identified in the Solicitation Summary prior to the scheduled evaluation committee meeting.

- 11.3 Decreases in scoring may result from the reconsideration of changes in the project team of a Proposer. No increases in scoring will result from the reconsideration of changes in the project team of a Proposer.
- 11.4 After recommendation of award, the successful Proposer shall not be allowed to substitute project team members named in this proposal without the prior written permission of the County. Substitution may, in the sole opinion of the County, be grounds for cancellation of a recommended award, or termination of agreement.

12.0 REUSE OF EXISTING PLANS

The plans on this project are subject to reuse in accordance with Section 287.055 (10), Florida Statutes.

END OF INSTRUCTIONS TO PROPOSERS



PROPOSER INFORMATION

Proposer Information:

Proposer (legal name of firm submitting proposal):

of Years in Business: MBE? (check if yes)

Contact Name:

Contact Email: Contact Phone:

Proposer's Headquarters:

Headquarters Address:

City: State: Zip: # of years @ location:

Location of Personnel's Office:

Address:

City: State: Zip: # of years @ location:

Summary of Qualifications:

Provide a high level overview of your firm's qualifications and interest in providing services related to this RPS.

Disclosure:

List all private sector clients with who you have an active or pending contract and who have an interest within the areas affected by this scope of services. Also include any properties or interests held by your firm, or officers of your firm within the areas affected by this scope of services.

The person named below certifies that the information provided above is true and correct. Proposers who submit falsified data shall be subject to Section 2-213 of the Sarasota County Procurement Code and subject to suspension and debarment pursuant to Chapter 13 of the Sarasota County Procurement Manual.

Business Name:

Authorized Representative: Title:

Solicitation #: Date:



PROPOSED SUBCONTRACTOR LIST

RPS SUB

Use this form to list all sub-contractor's that have been identified prior to submitting a proposal. Subcontractors listed may not be replaced without written approval by the County.

The person named below certifies that the information provided on this list is true and correct. Proposers who submit falsified data shall be subject to Section 2-213 of the Sarasota County Procurement Code and subject to suspension and debarment pursuant to Chapter 13 of the Sarasota County Procurement Manual.

Business Name:	<input type="text"/>		
Authorized Representative:	<input type="text"/>	Title:	<input type="text"/>
Solicitation #:	<input type="text"/>	Date:	<input type="text"/>

Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		

Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		

Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		

Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		

Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		

Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>

% of Work:	<input type="text"/>		<input type="text"/>
Services to be provided:	<input type="text"/>		
Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Subcontractor Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		



SUMMARY OF PROFESSIONAL EXPERIENCE & CAPABILITIES

Use this form to provide projects completed or substantially completed that demonstrate experience and knowledge with projects that are substantially similar to this scope of services.

The person named below certifies that the information provided on this form is true and correct. Proposers who submit falsified data shall be subject to Section 2-213 of the Sarasota County Procurement Code and subject to suspension and debarment pursuant to Chapter 13 of the Sarasota County Procurement Manual.

Business Name:	<input type="text"/>	Solicitation #:	<input type="text"/>
Authorized Representative:	<input type="text"/>	Title:	<input type="text"/>

Project Name:	<input type="text"/>		
Project Manager/Lead (from project team):	<input type="text"/>		
Firm for which Project Manager worked:	<input type="text"/>		
Project Reference Name/Title:	<input type="text"/>		
Reference Phone:	<input type="text"/>	Reference Email:	<input type="text"/>
Project Start Date:	<input type="text"/>		
Scheduled Completion Date:	<input type="text"/>		
Actual Completion Date:	<input type="text"/>		
Total Project Budget:	<input type="text"/>		
Actual Project Cost:	<input type="text"/>		
Proposer's Fee for Project:	<input type="text"/>		
Project Location:	<input type="checkbox"/> Sarasota County <input type="checkbox"/> Manatee County <input type="checkbox"/> Charlotte County <input type="checkbox"/> Other		

Personnel Assigned: Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.

	5
	6

Project Scope: Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.

	5
	6

PROJECT #2

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

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Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6

PROJECT #3

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

	5
	6

Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6

PROJECT #4

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

	5
	6

Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6

PROJECT #5

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

	5
	6

Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6

PROJECT #6

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

	5
	6

Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6

PROJECT #7

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

	5
	6

Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6

PROJECT #8

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

	5
	6

Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6

PROJECT #9

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

	5
	6

Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6

PROJECT #10

Project Name:

Project Manager/Lead (from project team):

Firm for which Project Manager worked:

Project Reference Name/Title:

Reference Phone: Reference Email:

Project Start Date:

Scheduled Completion Date:

Actual Completion Date:

Total Project Budget:

Actual Project Cost:

Proposer's Fee for Project:

Project Location: Sarasota County Manatee County Charlotte County Other

Personnel Assigned: *Identify all team members (by name and title) who were or are assigned to this project, and indicate their role in the project.*

	5
	6

Project Scope: *Provide detailed information regarding your firm's role in the project and the role of key staff members who are identified in your proposal. Explain the discrepancy between budgeted and actual projected costs and scheduled and actual completion dates.*

	5
	6



CURRENT & PROJECTED WORKLOAD

RPS WORK

Use this form to identify active and awarded projects.

The person named below certifies that the information provided on this form is true and correct. Proposers who submit falsified data shall be subject to Section 2-213 of the Sarasota County Procurement Code and subject to suspension and debarment pursuant to Chapter 13 of the Sarasota County Procurement Manual.

Business Name:	<input type="text"/>	Solicitation #:	<input type="text"/>
Authorized Representative:	<input type="text"/>	Title:	<input type="text"/>

Project Name:	<input type="text"/>		
Project Description:	<input type="text"/>		
City/State:	<input type="text"/>		
Actual or Estimated Start Date:	<input type="text"/>	Estimated Completion Date:	<input type="text"/>
Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

Project Name:	<input type="text"/>		
Project Description:	<input type="text"/>		
City/State:	<input type="text"/>		
Actual or Estimated Start Date:	<input type="text"/>	Estimated Completion Date:	<input type="text"/>
Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

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City/State:	<input type="text"/>		
Actual or Estimated Start Date:	<input type="text"/>	Estimated Completion Date:	<input type="text"/>
Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

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Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

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City/State:	<input type="text"/>		
Actual or Estimated Start Date:	<input type="text"/>	Estimated Completion Date:	<input type="text"/>
Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

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Project Description:	<input type="text"/>		
City/State:	<input type="text"/>		
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Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

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City/State:	<input type="text"/>		
Actual or Estimated Start Date:	<input type="text"/>	Estimated Completion Date:	<input type="text"/>
Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

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Project Description:	<input type="text"/>		
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Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

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Project Description:	<input type="text"/>		
City/State:	<input type="text"/>		
Actual or Estimated Start Date:	<input type="text"/>	Estimated Completion Date:	<input type="text"/>
Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

Project Name:	<input type="text"/>		
Project Description:	<input type="text"/>		
City/State:	<input type="text"/>		
Actual or Estimated Start Date:	<input type="text"/>	Estimated Completion Date:	<input type="text"/>
Amount of Award:	<input type="text"/>	# of Staff Assigned:	<input type="text"/>

Project Name:

Project Description:

City/State:

Actual or Estimated Start Date:

Amount of Award:

Estimated Completion Date:

of Staff Assigned:

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

1.0 DEFINITIONS

- 1.1 County shall mean Sarasota County.
- 1.2 Offer shall mean the response submitted by an offeror to the County's solicitation.
- 1.3 Offeror shall mean the legal entity or individual submitting an offer to the County in response to a solicitation. Offeror may also be referred to in solicitation documents as bidder, consultant, firm, proposer, vendor or contractor.
- 1.4 Evaluation Committee shall mean those individuals approved by the Procurement Official, or designee, to evaluate offers.

2.0 AVAILABILITY OF DOCUMENTS

- 2.1 All documentation related to Sarasota County solicitations is available through BidSync at www.bidsync.com.
- 2.2 It is solely the responsibility of each offeror to ensure they have obtained current copies of all documents issued by the County in relation to any solicitation.
- 2.3 Only documents obtained directly from BidSync (www.bidsync.com) are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

3.0 QUESTIONS & ADDENDA

- 3.1 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted electronically through BidSync. All questions must be received no later than the deadline specified in the solicitation. No verbal requests for information will be honored.
- 3.2 The electronic response posted in BidSync or the posting of an addendum in BidSync are the only official methods whereby interpretation, clarification or additional information will be provided. It shall be the responsibility of each offeror, prior to submitting their offer, to visit BidSync and determine if addenda were issued and to make such addenda a part of their offer.
- 3.3 The County shall not be responsible for oral interpretations or representations made by County employees, representatives or third parties. Any questions raised at a pre-solicitation meeting will be formally answered in an addendum.
- 3.4 By submitting a response, offerors acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

4.0 PUBLIC MEETINGS

Notice of any public meetings pertaining to this solicitation shall be posted on the County calendar at www.scgov.net.

5.0 COMPLIANCE WITH SOLICITATION REQUIREMENTS

- 5.1 Each offer must meet the requirements specified in the solicitation.

5.2 Failure to submit the required forms and information in the manner specified may result in the offer being found non-responsive, at the sole discretion of the County.

5.3 Offerors failing to demonstrate the stated minimum qualifications may be deemed non-responsible, at the sole discretion of the County.

5.4 The County objects to and shall not consider any additional terms or conditions submitted by an offeror, including any appearing in documents attached as part of an offeror's response. In submitting its response offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

6.0 QUALITY GUARANTEE

6.1 Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by any resulting contract shall be new and of the most suitable grade for the purpose intended.

6.2 If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this solicitation, the offeror shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the offeror shall refund to Sarasota County any money which has been paid for same

7.0 RESPONSIVENESS AND RESPONSIBILITY

7.1 To be responsive, an offeror shall submit an offer that conforms in all material respects to the requirements set forth in the solicitation. To be a responsible offeror, an offeror shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The County reserves the right to make such investigation as it deems necessary to determine the ability of any offeror to deliver the goods or services requested in accordance with the solicitation documents to County's satisfaction within the prescribed time.

7.2 The offeror shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to: project references, current financial statements, projected project schedule(s), verification of availability of equipment and personnel, evidence of authority to conduct business in the jurisdiction where services are being provided, and past performance records.

7.3 The County may review any scope of work with an offeror before accepting the offer. Before award of the

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

contract, the offeror shall furnish to the County an analysis of his prices, if requested to do so.

8.0 RETENTION OF OFFER

All offers submitted in response to this solicitation shall be retained by the County.

9.0 IRREVOCABLE OFFER

Any offer may be withdrawn up until the due date and time specified on the solicitation summary. Any offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

10.0 INSURANCE

- 10.1 Before performing any work, offeror shall procure and maintain insurance listed in the solicitation.
- 10.2 The offeror shall submit proof of insurance per Sarasota County's specifications, including additional insured, upon request by the County. Failure to submit proof of required insurance within ten (10) business days of request by the County may result in an award being rescinded.

11.0 RESERVED RIGHTS

- 11.1 The County reserves the right to accept or reject any or all offers, to waive irregularities and technicalities, and to request clarifications or additional information from offerors.
- 11.2 The County reserves the right to accept all or any part of the offer and to increase or decrease quantities to meet additional or reduced requirements of the County.
- 11.3 Any sole offer received by the submission date may be accepted or rejected by the County Administrator or designee. In the event the County rejects the sole offer, it may elect to negotiate with any responsible provider.
- 11.4 The County reserves the right to cancel a solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.
- 11.5 To be responsive, offeror shall submit an offer which conforms in all material respects to the requirements set forth in the solicitation.
- 11.6 To be responsible, offeror shall have the demonstrated ability or capability to fully perform the requirements of the solicitation and has the integrity and reliability to assure contractual performance.
- 11.7 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the specifications.
- 11.8 Offerors are required to submit pricing on forms supplied by the County. Offers, may be deemed non-responsive if required forms are not used and duly signed by an authorized representative of the offeror.
- 11.9 Offerors submitting more than one bid form or price proposal in response to a solicitation may be deemed non-responsive.
- 11.10 Unless otherwise stated in the specifications, any contracts resulting from this solicitation are non-

exclusive. The County reserves the right, in its sole opinion, to direct purchase items listed in this solicitation.

- 11.11 Offerors submitting unbalanced bids or quotes (e.g. excessively high or excessively low line items) may be deemed non-responsive by the County. The County reserves the right to request price justification, if, in its sole opinion, offeror has submitted a bid or quote that appears to be unbalanced.
- 11.12 County may remove materials from a contract and make direct purchases of those materials when the County determines it's in the best interest of the County. The contract price shall be adjusted based on the price of the materials removed and any related indirect costs.
- 11.13 The County reserves the right to correct formula errors on forms provided by the County for use by the Offeror.
- 11.14 Any resulting contract may be terminated for convenience by Sarasota County by giving written notice to the Offeror thirty (30) days in advance of termination, unless otherwise specified in the contract

12.0 ADDITIONAL INFORMATION

The County reserves the right to request clarifications or additional information from any offeror. Specific questions may be addressed to each of the offerors as applicable.

13.0 PROTESTS

Protests are processed in accordance with the procedures set forth in the Sarasota County Procurement Code. In the event of a protest of the terms, conditions and specifications, the County may issue an addendum indicating that a protest has been filed and extending the due date.

14.0 CONTACT WITH COUNTY STAFF

- 14.1 After the issuance of the solicitation, prospective offerors or any agent, representative or person acting at the request of such offeror shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Sarasota County, including members of evaluation committees, other than the Procurement Official or Procurement Analyst named in the solicitation. Failure to comply with this provision may result in the disqualification of the offeror, at the option of the County.
- 14.2 This prohibition begins with the issuance of any solicitation, and ends upon issuance of a purchase order or execution of the contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the offeror being considered non-responsive.
- 14.3 Notwithstanding the forgoing, during the negotiation period, Offeror may communicate with those members of County staff, consultants, or third parties designated by the County.

15.0 CODE OF ETHICS

- 15.1 With respect to this offer, if any offeror violates or is a party to a violation of the State of Florida Code of Ethics

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

for Public Officers and Employees, Chapter 112, Part III, F.S., such offeror may be disqualified from performing the work described in the solicitation or from furnishing the goods or services for which the offer is submitted and may be further disqualified from submitting future offers.

- 15.2 The Florida Code of Ethics regulates the ability of the County to contract with its public officers (including board members), employees, and their immediate relatives. Offerors shall disclose any such potential conflicts on the provided Conflict of Interest Form. Offerors are responsible for reviewing Section 112.313, F.S. to determine whether they may have a conflict. If offeror is in doubt as to their ability to contract with the County they shall seek a conflicts of interest opinion from the County prior to submittal of a response.

16.0 COLLUSION

- 16.1 By submitting an offer to a solicitation, the offeror certifies that it has not divulged to, discussed or compared its offer with other offerors and has not colluded with any other offeror or parties to this offer whatsoever. Also, offeror certifies, and in the case of a joint offer, each party thereto certifies, as to its own organization that in connection with the offer:

- a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other offeror or with any competitor;
- b. Any prices and/or cost data quoted for this offer have not been knowingly disclosed by the offeror prior to the scheduled opening directly or indirectly to any competitor;
- c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition;
- d. The only person or persons interested in this offer as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this offer; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the offeror for the purpose of doing business.

- 16.2 An offer may be disqualified if an offeror submits more than one offer or if there is evidence of collusion.

17.0 PUBLIC ENTITY CRIMES

- 17.1 Pursuant to Subsection 287.133(a), F.S., 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 17.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an offer. The County may make inquiries regarding alleged convictions of public entity crimes. The failure of an offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an offer.

18.0 PUBLIC RECORDS

- 18.1 By participating in this solicitation process and submitting an Offer, an offeror acknowledges the requirements of the Florida Public Record laws found in Ch. 119, F.S., and s. 24(a), Art. I of the Florida Constitution (the "Public Record Laws"), and agrees to the provisions set forth in this section.

- 18.2 Sarasota County is a public entity subject to the Public Record Laws. All offers and written communications regarding this solicitation become public records upon receipt by Sarasota County and therefore are subject to public disclosure. If an offeror asserts that any portion of its Response or written communication is exempt from disclosure under the Public Record Laws (a "Protected Record") then the offeror MUST comply with the following process:

- a. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
- b. Submit a separate electronic copy of offeror's Response or written communication with only protected portions redacted; and

- 18.3 If offeror does not identify each portion of a Protected Record as specified herein, Sarasota County may produce offeror's non-redacted copy in response to a public records request.

- 18.4 If offeror has complied with the provisions of this section by identifying certain documents as offeror's Protected Record(s) and Sarasota County receives a public record request for a Protected Record, then Sarasota County will produce the redacted copy provided by offeror in response to the public record request. In the event a party is seeking the entire un-redacted Response and offeror continues to assert in good faith that offeror's Protected Record(s) are confidential or exempt from disclosure or production pursuant to Chapter 119, F.S., then offeror shall be solely responsible for defending its position, or seeking a judicial determination.

- 18.5 If offeror does not initiate an action pursuant to Section 18.4 seeking a judicial determination on the applicability of the asserted exemption from disclosure within three business days of notice from Sarasota County, Sarasota

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

County shall be under no obligation to hold such records confidential and may disclose them to any party requesting disclosure. In the event a party requesting a Protected Record files an action against Sarasota County seeking to force release of a Protected Record, offeror shall defend, indemnify and hold harmless Sarasota County in such an action.

- 18.6 Notwithstanding the provisions of this section, in accordance with Federal or State law, Sarasota County will comply with any court order or government agency directive to produce a Protected Record.

19.0 EQUAL EMPLOYMENT OPPORTUNITY

Offeror shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under the resulting contract or purchase order.

20.0 NON-DISCRIMINATION AND PUBLIC ACCOMODATIONS

- 20.1 Sarasota County prohibits discrimination in all services, programs or activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status, religion, or genetic information. Persons with disabilities who require assistance or alternative means for communication of program information (Braille, large print, audiotope, etc.), or who wish to file a complaint, should contact: Sarasota County ADA/ Civil Rights Coordinator, 1660 Ringling Blvd., Sarasota, Florida 34236, Phone: 941-861-5000, TTY: 7-1-1 or 1-800-955-8771, Email: adacoordinator@scgov.net.

- 20.2 Sarasota County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings related to any solicitation should contact the Procurement Analyst named in the solicitation at least 24 hours in advance of the meeting.

21.0 PROTECTION OF RESIDENT WORKERS

- 21.1 Sarasota County supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Offeror is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.
- 21.2 Sarasota County shall have the right to immediately terminate a contract if the County determines that the Offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 21.3 Offerors shall be required to confirm the employment eligibility of all employees through participation in E-

Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

22.0 RESULTING CONTRACT

Any contract resulting from a solicitation may, at the sole discretion of the County, contain provisions that differ from the terms of the solicitation.

23.0 APPLICABLE LAWS

- 23.1 Prior to entering into a contract with Sarasota County, an Offeror must be authorized to transact business in the State of Florida.
- 23.2 Each offeror is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. The offeror shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state or local law as requested by the County. The successful offeror shall be required to submit proof of all licenses and/or certifications required by the County upon request.
- 23.3 The County shall deem any offeror to be non-responsible and ineligible for any award of a contract when either of the following conditions is present as a result of any County code enforcement action:
- A Code Enforcement Special Magistrate has determined that the offeror violated the Sarasota County Code of Ordinances, and the offeror has not corrected the violation; or
 - Any code enforcement fines, whether originating from a Code Enforcement Special Magistrate proceeding or citations, remain unpaid.
 - This prohibition shall remain during any appeal or other challenge to the validity of the code enforcement action. An offeror must inform County procurement staff and the Evaluation Committee about any pending code enforcement matters. In the event the County awards a contract to offeror and there is a subsequent violation of the Sarasota County Code of Ordinances, as determined by a Code Enforcement Special Magistrate or through the citation process, then such violation shall be grounds for termination of the contract.
- 23.4 Offerors located in Sarasota County must comply with the Local Business Tax ordinance. It shall be the responsibility of the Offeror to obtain a current local business tax receipt from the Sarasota County Tax Collector (www.sarasotataxcollector.com) and supply a copy of that receipt to the County upon request.
- 23.5 Opt out of Construction Defects Statute. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of §558.005(1), F.S.
- 23.6 §287.135, F.S., prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on the Scrutinized Companies that Boycott Israel

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria, or are engaged in a boycott of Israel. The lists are created pursuant to §215.473 and §215.4725, F.S. Vendor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

24.0 CONTRACT FORMS

24.1 Any contract or purchase order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the County.

24.2 Any amendments to the resulting contract shall require the formal written approval of both parties.

25.0 TAXES

25.1 Sarasota County is exempt from paying state and local tax when payment is made directly by the County (Section 212.08(6), F.S.). This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents by the County when such tangible personal property goes into or becomes a part of public works owned by the County. Sarasota County has the following tax exempt certificate assigned:

Department of Revenue Certification No. 85-8012515235C-5

25.2 Sarasota County, being tax-exempt from State of Florida sales tax, reserves the right to require offeror to assign some or all of its or subcontractor's bids and contracts with materials suppliers directly to the County. All transactions shall be in accordance with Section 212.08(6), F.S. and FAC Rule 12A-1.094. The County will issue a Certificate of Entitlement to both the offeror and supplier for each purchase.

26.0 SHIPPING/DELIVERY

The price shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices shall be F.O.B. Destination.

27.0 INVOICING

27.1 The County shall pay offeror through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 et seq., F.S., Local Government Prompt Payment Act, upon receipt of the offeror's properly submitted invoice.

27.2 Offerors shall not perform any service or provide products until they have been issued a Purchase Order number. If the County has arranged to make payments with a purchasing card, the procedures below shall apply.

27.3 The County reserves the right to pay for purchases made under any contract resulting from a solicitation through its Purchasing Card Program.

28.0 TIME EXTENSION

The County may unilaterally extend a Term Contract up to ninety (90) days beyond the expiration date of the existing contract. The unit prices in effect on the last day of the contract shall remain in effect for the contract extension period.

29.0 DUE DILIGENCE

Due care and diligence have been exercised in the preparation of the solicitation, and all information contained within is believed to be substantially correct. However, the responsibility for determining the full extent of the services or goods being solicited rests solely with the offeror. The offeror's failure to familiarize itself with such conditions will in no way relieve the successful offeror from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and specifications.

30.0 MATHEMATICAL ERRORS

In the event of multiplication /extension error(s), the unit price will prevail. In the event of addition error(s) the extension totals will prevail. Written prices shall prevail over figures. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

31.0 FUNDING

This solicitation is subject to availability of lawfully budgeted and appropriated funds by the County.

32.0 SOLICITATION EXPENSES

Offerors shall bear all costs and expenses incurred with developing, preparing, and submitting their offers.

33.0 OWNERSHIP AND FORMAT OF WORK PRODUCT

All plans and specifications developed under any contract resulting from this solicitation shall become the property of Sarasota County Government and may not be re-used by the offeror without the County's permission.

34.0 ROYALTIES AND PATENTS

The offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

36.0 INDEMNIFICATION OF THE COUNTY AND OFFICERS AND EMPLOYEES

36.1 For all procurements other than construction services and design professional services as defined in Section 725.06(2) and Section 725.08(1), F.S. respectively, the following indemnification requirements apply:

The Offeror shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Offeror arising out of or in any way connected with the Offeror or subcontractor's performance or failure to perform under the terms of any contract resulting from any solicitation.

36.2 For construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), F.S. the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

36.3 For design professional services, as defined by Section 725.08(1), F.S., the following indemnification requirements apply:

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

37.0 TECHNOLOGY

Computer systems and databases used for providing the documents necessary to any contract shall be compatible with existing County systems and Enterprise Information Technology policies. The County has standardized on MS Office (DOCX, XLSX, etc.) and Adobe (PDF) for documents and images.

38.0 SUSTAINABILITY

Sarasota County encourages sustainable practices as set forth in its Procurement Code.

39.0 LOCAL PREFERENCE (As Applicable)

39.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation for Quote, Invitation for Bid or Request for Proposal, in accordance with the Sarasota County Procurement Code. Local preference shall not apply to other types of solicitations unless explicitly stated in subject solicitation.

39.2 "Local business" means (1) The vendor has paid a local business tax either to Sarasota, Manatee or Charlotte County, if applicable, or is a business entity registered with the State of Florida Division of Corporations indicating a principal office located in Sarasota, Manatee, or Charlotte County or presents other verifiable documents to substantiate business location in Sarasota, Manatee or Charlotte County that are satisfactory to the Procurement Official and (2) Has maintained a permanent physical business address located within the limits of either Sarasota, Manatee or Charlotte County from which the vendor operates or performs business for at least one year prior to the submission of a response to a Sarasota County solicitation and, (3) Has at least five full time employees or one principal officer at this location.

39.3 Offerors wishing to be granted local preference must submit a Local Business Certification with their solicitation response.

39.4 Offerors who submit falsified data may be suspended or debarred in accordance with the Sarasota County Procurement Code.

To determine if you may qualify for local business preference, please refer to the Local Preference Checklist for Vendors located at:

<https://www.scgov.net/procurement>

39.5 For local preference to be granted, the name of the company represented on required forms must be the same as the name on the local business certification.

39.6 Information regarding Sarasota County's Local Business Tax can be found at:

<http://sarasotataxcollector.governmax.com>.

39.7 In the case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Subcontractors cannot qualify a proposal for local preference.



PART III – INSURANCE REQUIREMENTS

CONTRACTOR’S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County’s review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

Insurance requirements itemized in this contract and required of the Contractor shall extend to all sub-contractors to cover their operations performed under this contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5 day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

- A. COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$500,000.00 each occurrence, \$1,000,000.00 aggregate covering all work performed under this contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.
- B. PROFESSIONAL LIABILITY:** Contractor shall maintain Professional Liability, or equivalent Errors & Omissions Liability, with limits not less than \$1,000,000.00 per claim/occurrence for professional services rendered under this contract. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this contract is made, or provide evidence showing Contractor has obtained a two year extended reporting period endorsement.



PART III – INSURANCE REQUIREMENTS

- C. WORKERS' COMPENSATION:** Contractor agrees to maintain Workers' Compensation insurance on in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$100,000 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

- D. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability insurance with limits not less than \$1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

Question and Answers for Bid #176606KW - Engineering Services for Bascule Bridge Repairs for Albee and Manasota Road

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Apr 5, 2017 12:00:00 PM EDT