

RFP No. 20-R074255BLS
CUSTOM RENTAL SERVICES
(for Non-Catered Events)
(962-34)
October 5, 2020

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



ADVERTISEMENT

REQUEST FOR PROPOSALS No. 20-R074255BLS CUSTOM RENTAL SERVICE (for non-catered events)

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Custom Rental Service (for non-catered events), as specified in this Request for Proposal to County clients, their customers, and exhibitors at Crosley Estate and Premier Sports Campus that will meet the requirements of this Request for Proposal (RFP).

DATE, TIME AND PLACE DUE

The Due Date and Time for submission of Proposals in response to this RFP is **October 23, 2020 at 10:30 A.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Proposers or their designees may attend the Bid opening virtually by accessing the link below.

<https://manateecounty.zoom.us/j/89896301957>

SOLICITATION INFORMATION CONFERENCE

There is no Solicitation Information Conference for this Request for Proposal.

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 Proposal to the Manatee County Procurement Division is **October 13, 2020 at 3:00 P.M. ET**.

Important: A prohibition of lobbying is in place. Review Section A.12 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT:

Bonnie Sietman, Procurement Team Leader - Services

(941) 749-3046, Fax (941) 749-3034

Email: bonnie.sietman@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 and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **October 23, 2020 at 10:30 A.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to 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.

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.02 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Proposers or their representatives may attend the Bid opening virtually by accessing the link below.

<https://manateecounty.zoom.us/j/89896301957>

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

A.03 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "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 file that includes all required TAB sections shown in Exhibit 2 in a continuous file.** Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the ORIGINAL.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 20-R074255BLS, Custom Rental Service (for non-catered events), 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.04 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

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

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the RFP 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 Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.06 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. 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 a third-party distribution system, addenda will also be posted on the third-party distribution system on the 'Planholders' link.

All addenda are a part of the RFP 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.07 PROPOSAL EXPENSES

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

A.08 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP 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 RFP.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum

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.09 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 RFP such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.10 WITHDRAWAL OR REVISION OF PROPOSALS

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.11 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.12 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, 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.13 EXAMINATION OF PROPOSALS

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.14 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.15 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 RFP 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 RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.16 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.17 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.18 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.19 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.20 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.21 CODE OF ETHICS

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

A.22 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, 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 Procurement 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 C and submit with its Proposal.

A.23 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.24 EQUAL EMPLOYMENT OPPORTUNITY

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

A.25 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Contractor Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at

https://www.dms.myflorida.com/agency_administration/office_of_Contractor_diversity_osd/get_certified.

A.26 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 PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845

EMAIL: DEBBIE.SCACCIAOCE@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.27 TRADE SECRETS

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

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 and therefore the proposal will not be evaluated or considered.

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 Proposal 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.

Offeror shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

A.28 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.29 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 RFP, 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.30 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.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

A.32 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.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 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.35 PURCHASING COOPERATIVE

It is the intent of this RFP to include requirements and to obtain proposals on behalf of Manatee County. Further it authorizes entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain goods and services utilizing the terms, conditions and pricing of this RFP. This opportunity is also made available to all public agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. Manatee County will not be financially responsible for the purchases of other public agencies utilizing this RFP and any resulting contract or purchase order.

A.36 SOLICITATION SCHEDULE

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

Scheduled Item	Scheduled Date
No Information Conference has been scheduled for this project	N/A
Question and Clarification Deadline	October 13, 2020 at 3:00 PM, ET
Final Addendum Posted	TBD
Proposal Due Date and Time	October 23, 2020 at 10:30AM, ET
Technical Evaluation Meeting – WebEx/Zoom	TBD
Technical Evaluation Meeting – WebEx/Zoom	TBD
Interviews/Presentations, if conducted – WebEx/Zoom	TBD
Final Technical Evaluations – WebEx/Zoom	TBD
Projected Award	December 2020

END SECTION A

SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the proposals for each of the evaluation criteria.

The committee may final rank Proposals without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Weight
Proposer & Team's Experience	30
Capacity	30
Approach	30
Interviews	10

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/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers shall make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank proposals without conducting clarifications, interviews, presentations and/or demonstrations. Therefore, each Proposer must ensure that its proposal contains all the information requested.

B.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and ranking. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-rank the Proposers.

B.05 RANKING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take the following actions:

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

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether, or not, the proposal is accepted.
- c. All products and papers produced by Proposer and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for up to twelve (12) award(s) to successful Proposer(s) may be presented for approval per County ordinances, policies and procedures.

C.04 AGREEMENT

The successful Proposer(s) will be required to enter into an agreement. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

C.05 AWARD

The 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/or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the approval of either the Procurement Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

END SECTION C

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
RFP No. 20-R074255BLS

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
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

ATTACHMENT B, PROPOSAL SIGNATURE FORM
RFP No. 20-R074255BLS

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP;
- (4) by submitting a proposal and signing below, the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (5) the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Proposer's information below:

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

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
RFP No. 20-R074255BLS**

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

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

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

_____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

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

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

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

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

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

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

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

Signature of Contractor Representative

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____
_____. ☐ Personally known OR ☐ Produced the following
identification

[Type of identification]

Notary Public Signature

My commission expires _____

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

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

ATTACHMENT D, INSURANCE REQUIREMENTS

RFP No. 20-R074255BLS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR 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):

☒ **Automobile Liability Insurance Required Limits**

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:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ **Commercial General Liability Insurance Required Limits** (per Occurrence form only; claims-made form is not acceptable)

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:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

☒ **Employer's Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

- ☒ Worker's Compensation Insurance
- ☐ **US Longshoremen & Harbor Workers Act**
- ☐ **Jones Act Coverage**

Coverage limits of not less than:

- 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, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

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.

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.

☐ **Aircraft Liability Insurance Required Limits**

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:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**

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:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

☐ **Installation Floater Insurance**

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:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

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:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**

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:

- 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

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.

☐ **Cyber Liability Insurance**

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:

- \$ 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

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**

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.

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:

☐ **Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Asbestos Liability (If handling within scope of Contract)**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Disposal**

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**

CONTRACTOR 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.

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:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**

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:

- \$1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**

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.

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:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**

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.

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:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**

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:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

☐ **Other [Specify]**

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 CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

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 CONTRACTOR 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, CONTRACTOR 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.
2. 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, CONTRACTOR 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**

3. The project's solicitation number and title shall be listed on each certificate.
 4. CONTRACTOR 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.
 5. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
 6. The CONTRACTOR 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.
 7. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR 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 of 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 CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. CONTRACTOR 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 CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV. CONTRACTOR 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.
- V. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

INSURANCE STATEMENT
RFP No. 20-R74255BLS

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of the Agreement and shall provide the insurance required by this section 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 proposal.

EXHIBIT 1, SCOPE OF SERVICE

RFP No. 20-R074255BLS, CUSTOM RENTAL SERVICE (NON-CATERED EVENTS)

1.01 BACKGROUND INFORMATION

Manatee County (County) is a mid-size Florida county located on the southwest coast and consists of 150 miles of coastline on the Gulf of Mexico, 741 square miles of land, 403,253 residents, and attracts more than 3 million visitors every year.

The Bradenton Area Convention Center (BACC) located at One Haben Blvd., Palmetto, Florida 34221 was built in 1983 with a multi-purpose 32,400 square foot arena and 16,000 square foot conference center. The facility hosts over 150 events per year and is easily accessible by all areas of the Manatee County as well as St. Petersburg and Tampa. An adjacent hotel is being built and is expected to open October 2022. For more information go to www.BradentonAreaConventionCenter.com.

The Powel Crosley Estate (Crosley) was built in 1929 is located at 8374 N. Tamiami Trail, Sarasota, Florida 34243 (in and operated by Manatee County). Today the bay front Mediterranean Revival-style structure is an upscale event facility located at the southern end of Manatee County. Its architecture pays tribute to a bygone era, that features a circular tower and a carriage house, and is listed on the National Register of Historic Places. This beautiful estate has the modern amenities needed to allow it to successfully host meetings, weddings, and other events. In FY2018/2019 about 140 events were held at the Crosley. For more information on the Powel Crosley Estate go to www.PowelCrosleyEstate.com.

Premier Sports Campus (PSC) is a leading sports campus, located at 5859 Post Blvd., Lakewood Ranch, Florida 34211 (operated by Manatee County), hosting sporting events, tournaments and practices with special events. The addition of the special events tent to be called the PSC Event Center will bring additional galas, banquets and meetings. The uniqueness of this venue will require additional care in decorating, lighting, etc. For more information on PSC, go to www.PremierSportsCampus.com.

The County requires professional rental services including, but not limited to, the rental of tents, decorative lighting, linens and furniture (tables, chairs, etc.) for the Bradenton Area Convention Center, the Powel Crosley Estate and Premier Sports Campus Event Center (hereinafter collectively referred to as "Facilities"). It is expected that multiple successful Proposers will be selected each carrying a variety of the rental items specific to their business. The specific details per facility are listed below.

1.02 SCOPE

The successful Proposer(s) shall furnish all equipment, labor, materials, supplies, licensing, transportation (delivery and pick-up), and other components necessary to provide Custom Rental Services (for non-catered events) that will meet the requirements of this Request for Proposal (RFP).

The successful Proposer(s) shall be on a Facility list to provide rental of tents, linens, furniture, lighting and/or other décor for the facilities depending on their specific business during times when catering is not a part of the event. Otherwise, In-House caterers will supply event rentals. The County reserves the right to add alternate facility locations as required.

Bradenton Area Convention Center owns and provides most of the equipment needed for its events but may at times need additional items. The facility also has a separate agreement for In-House Audio Visual (A/V), and they may also provide the lighting, draping and other items through their agreement. If a national or regional traveling event is working with their own contract rental or AV organization, then this will be allowed upon facility management approval. Exceptions may exist for Manatee County Government events. If the in-house caterer is not used as a ceremony event or non-food meeting, rental items may be needed. Successful Proposer(s) will be on list for rental services without catering.

- A 10% commission on Gross Receipts of invoice less sales tax will be due BACC.

The Crosley Estate uses in-house caterers most of the time. Those caterers handle the rental items. If a caterer is not used such as a ceremony only event or non-food meeting, rental items may be needed. Successful Proposer(s) will be on list for services without catering.

- A 10% commission of Gross Receipts less sales tax will be due to Crosley.

The scope of work for PSC will work in two ways

The new structure tent and-non-sports related events, such as parties and galas will use PSC In-House Caterers. These caterers will handle all rentals needed with their trusted rental partners and pay any commissions due. It will operate the same as the In-House Caterers at the Crosley Estate.

- A 10% commission on Gross Receipts less sales tax will be due PSC.

Events with field rentals are considered Sports Related Events. See current PSC Resolution for this facility's rental rules (available upon request). This does not prevent attendees from bringing personal seating for spectating or personal shade tents (weighted/no spikes and no larger than 10x10). When further rental items may still be needed and a caterer is not used, successful Proposer(s) will be on list for this rental service. There is no commission on generators and ice machines at this facility.

- A 10% commission on Gross Receipts less sales tax will be due PSC.

The overarching goal of the successful Proposer(s) is to provide services that maximize revenues and create operational efficiencies for the County.

The County reserves the right to add and remove events and other County facilities to all Agreements.

1.03 GENERAL REQUIREMENTS

The successful Proposer(s) shall provide the following requirements:

- A. Verify with each facility team on products and services provided. The Facilities will inform the Clients of each facility which services must go through the In-House Rental Partners.
- B. Assign a qualified representative to answer questions relating to the rental services for Clients and prospective Clients of the Facilities.
- C. Successful Proposer(s) shall participate in scheduled meetings as needed with each Facility for operational discussions.
- D. Work with the facility teams on any logistical issues for each event.
- E. Comply with all OSHA and ADA requirements as well as all federal, state and local laws, regulations and ordinances.
- F. Operate within the framework of the County Event Schedule. When directed by the County, the successful Proposer(s) shall provide adequate staff to perform required set-up and teardown. NOTE: Whenever possible, the County will build time periods into the event schedule for successful Proposer(s) set-up and removal of equipment.
- G. The successful Proposer(s) shall have an experienced crew supervisor available at all times while custom rental services are being performed who is able to read, write and speak English. The crew supervisor shall also be able to effectively communicate and translate the County's needs, expectations and requirements to successful Proposer's staff and respond to and resolve all related issues with custom rental services. The crew supervisor shall also be responsible for providing County facility policy guidelines to their staff at each event.
- H. Successful Proposer(s) shall abide by all current federal, state and local guidelines in response to the COVID-19 pandemic.

1.04 SERVICE REQUIREMENTS

The successful Proposer(s) services shall include but not be limited to:

- A. Providing services and represent the County in a professional manner.
- B. Ensuring all services are conducted and operated within the rules and regulations provided herein.
- C. Employing a highly skilled professional, management staff possessing the necessary experience and expertise to provide the overall management of a high-quality service.
- D. The successful Proposer(s) agrees to provide a 25% (off STANDARD PUBLISHED RATES) discount on rental items used specifically for the Bradenton Area CVB (BACVB) produced events.

1.05 TECHNICAL REQUIREMENTS

The successful Proposer(s) equipment/products/services shall meet the following technical specifications:

A. Successful Proposer(s) Attire

1. Successful Proposer(s) staff shall be in uniform and neatly attired.
2. Additionally, it shall be the responsibility of successful Proposer(s) to ensure that all staff meet minimum hygiene and appearance standards.

B. Permits

The successful Proposer(s) shall be responsible for obtaining all permits, licenses, and certifications required by federal, State, and local laws, regulations, codes, and ordinances for the performance of services described herein. A copy of all permits should be provided to the Facility team.

C. Maintenance and Clean-up

The successful Proposer(s) shall:

1. Leave the site in the condition it was in upon arrival
2. Not attached anything in any manner to any County owned property without prior approval from staff as to how the attachment is to be made.
3. Shall not stake anything into the ground with prior approval of the Facility staff for each event.

D. Financial Transaction

The successful Proposer(s) shall invoice the facility renting client and collect payment directly from the client and provide the County an agreed upon commission percentage of all catered event gross receipts (Gross Receipts shall be defined as all revenues excluding any sales tax). The commission percentage of Gross Receipts shall be paid to the County by the 10th calendar day of each month and must be accompanied by a summary statement outlining each catered event along with a copy of the final client paid invoice and cash bar receipts showing how the sales were determined. Any discrepancies shall be resolved within five (5) days of original submission.

E. Audit Compliance

The successful Proposer(s) shall participate and comply with any internal and external quality assurance and grievance procedures as a result of the services performed and as described in this Request for Proposal. The successful Proposer(s) shall work with the Manatee County Clerk of the Circuit Court (the "Clerk"), an independent constitutional office, who may, from time to time, determine certain requirements of Florida law must be met concerning the payment or collection of County funds. The successful Proposer(s) shall work with the Clerk's office to ensure compliance with any such issues.

F. Inspection of Facilities

Upon completion of the event services and tear down the Event Manager will inspect for any damages occurring during the event. Successful Proposer(s) will be responsible for all costs associated with these damages.

G. Electrical Requirements

Successful Proposer(s) and their subcontractors are responsible for any and all damages, including labor resulting in negligence to County facilities and property. Any negligence may result in successful Proposer(s) removal from the In-House Rental list.

H. Temporary Structures (internal and external)

Successful Proposer(s) and their subcontractors shall erect all exterior temporary structures independently without any damages to lawn, lawn sprinklers, trees, shrubbery, sidewalks or parking lots. All damages, including labor resulting in negligence to County property shall be the responsibility of the successful Proposer(s) and their sub-contractors. Any negligence may result in successful Proposer(s) removal from the In-House Rental list. Stage structures and equipment provided by the County must be utilized in accordance with original equipment manufacturer (OEM) guidelines. All damages, including labor resulting in negligence to County property shall be the responsibility of the successful Proposer(s) and their subcontractors. Any negligence may result in successful Proposer(s) removal from the In-House Rental list.

1.06 PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

The successful Proposer(s) shall:

In order to accept credit card payments from clients or event attendees, successful Proposer(s) must meet the following PCI compliance standards:

- A. Must conduct the required security assessments and remain PCI complaint for the term of the Agreement.
- B. Must provide verification to the County on an annual basis of its continued compliance with the PCI Security Standards Council.
- C. Notify the County within 48 hours of discovery of any security breach.

1.07 ACCESSIBILITY

County Event Manager, or designee, shall be on site, for each event, to allow access to facilities, stay throughout the event and tear-down.

1.08 MARKETING

Upon award(s), although we encourage the marketing of the Facilities that Manatee County operates, the offering of products, services or any marketing or advertising must be evaluated and pre-approved by the County for appropriateness. The successful Proposer(s) shall not use any Manatee County names or logos for marketing, advertising, websites and promotions of its products without authorization and pre-approval

END EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS

RFP No. 20-R074255BLS, CUSTOM RENTAL SERVICE (NON-CATERED EVENTS)

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

2.01 INFORMATION TO BE SUBMITTED

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

2.02 PROPOSAL FORMAT

- A.** The contents of the Proposal package must include one bound original and one electronic format copy.

NOTE: Electronic submissions should be submitted on a USB drive or compact disc in Microsoft Office® or Adobe Acrobat® PDF format **in one file** that includes all required TAB sections shown below in a continuous file. Do not submit proposal in separate files for each TAB section. Do not password protect or otherwise encrypt electronic submissions. For more information regarding submission of Proposals, refer to the Request for Proposals, Section A.02, Submission of Proposals.

B. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Proposal.

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

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Proposer(s) 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. The Proposer(s) has provided custom rental services for at least five facilities since July 1, 2015. Provide the following information for the five qualifying clients.
 - a) **Name of client**
 - b) **Location (City/State)**
 - c) **Client contact name**
 - d) **Contact phone**
 - e) **Contact email**
 - f) **Service dates (Start/End)**
 - g) **Components**
3. Proposer(s) 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.

4. Proposer(s) is not on the Florida Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify.

5. Proposer(s) has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

Proposer(s) must complete Attachment C and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five years.

6. If Proposer(s) is submitting as a joint venture must 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(s) is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer(s) is not a joint venture, provide a statement to that effect.

7. Proposer(s) has no reported conflict of interests in relation to this RFP.

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(s) must submit a statement to that effect.

D. TAB 3 – FORMS

Provide the completed and executed Attachments included in this RFP in Tab 3.

1. Attachment A, Acknowledgement of Addenda
2. Attachment B, Proposal Signature Form
3. Attachment C, Public Contracting and Environmental Crimes Certification
4. Attachment D, Insurance Requirements and Statement

E. TAB 4 - TRADE SECRETS

Pursuant to Section A.27, Trade Secrets, in Tab 4 identify any trade secret being claimed. **NOTE: 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 and therefore will not be evaluated or considered.** Proposer(s) must submit purported trade secret information as follows:

1. Trade secret material must be segregated in a separate document, from the portions of the Proposal that are not being declared as trade secret. NOTE: Trade secret requests made after the Due Date and Time are not allowed.
2. Proposer(s) shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer(s) shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.
3. Proposer(s) shall provide an additional hard copy and electronic copy of its proposal that redacts all designated trade secrets.

F. TAB 5 - PROPOSER(S) STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer(s) 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)’s W-9.
6. Contact information for Proposer’s corporate headquarters and local office (if different) NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties. Include the following:
 - a. Address
 - b. City, State, Zip
 - c. Phone
 - d. 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 RFP process to include the following information:
 - (a) Name
 - (b) Phone

- (c) E-mail
- (d) Mailing Address
- (e) City, 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(s), any of its partners, employees or subs 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).

G. TAB 6 – PROPOSER(S) AND TEAM'S EXPERIENCE

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

- 1. Provide a summary of Proposer's background, size and years in business.
- 2. Provide Proposer's years of experience in custom rental services, particularly for other government agencies in Florida.
- 3. Identify and include information regarding experience and qualifications of Proposer's key staff (e.g., project lead, managers, supervisors) to be assigned to the services. Include a resume for each with their full names, the name of the firm(s) for their current and previous employers, 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.
- 4. Describe any significant or unique accomplishments, certification or recognition received by Proposer(s) or its subcontractors.
- 5. Provide a minimum of five client references for which Proposer(s) has provided services, similar in scope as defined in this RFP, 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 all services provided (1-2 sentences)
 - g. Performance period (start/end dates)
 - h. Total dollar value of contract

H. TAB 7 - CAPACITY

In Tab 7, provide the following information regarding Proposer's capacity for the provision of services.

- 1. Details of Proposer's staffing resources, by discipline and the number of personnel within each discipline.
- 2. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each

- other.
3. 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.
 4. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer(s) is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
 5. 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(s), 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 proposal files for subsequent use, review, and discussions during evaluations.
 6. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer(s) through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

I. TAB 8 – APPROACH

In Tab 8, provide Proposer's project approach to include the following:

1. A narrative of Proposer's approach to project management and the provision of services.
2. A narrative that clearly demonstrate Proposer's ability and willingness to meet scheduled deliver and pick-up times.
3. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
4. Proposer(s) shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.
 - b. How the Proposer(s) physically plans on attending pre-scheduled meetings.
 - c. How the Proposer(s) plans on ensuring accessibility and availability during the term of the Agreement.
5. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Proposer's proposed mitigation procedures for each item.
6. Provide a list and photos or web site link, with written specifications for all products proposed to be used. Include supporting evidence that each meets the minimum specifications listed in Section B, Scope of Services.
7. Provide details of Proposer's processes related to recruitment, hiring and retaining

employees.

8. Provide details of Proposer's safety training program for their staff.

END EXHIBIT 2