**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA**

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: |  |
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| 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**

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;

1. all facts and responses set forth in the Proposal are true and correct;
2. 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;
3. 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
4. the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Proposer’s information below:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Proposer |  | Telephone Number |
|  |  |  |
|  |  |  |
| Street Address |  | 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**

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 and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

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

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

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:

* $1,000,000 Security Breach Liability
* $500,000 Security Breach Expense Each Occurrence
* $1,000,000 Security Breach Expense Aggregate
* $500,000 Replacement or Restoration of Electronic Data
* $500,000 Extortion Threats
* $500,000 Business Income and Extra Expense
* $500,000 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)

**INSURANCE REQUIREMENTS**

1. The Policies Are To Contain, Or Be Endorsed To Contain, The Following Provisions:

**Commercial General Liability and Automobile Liability Coverages**

* 1. **“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.

* 1. The CONTRACTOR'S insurance coverage shall be primaryinsurance 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.
  2. 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**

1. The project’s solicitation number and title shall be listed on each certificate.
2. 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.
3. 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.
4. 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.
5. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
6. 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.
7. 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.
8. 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.

1. 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.

1. 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]

**ATTACHMENT D, INSURANCE STATEMENT**

**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.***

## ATTACHMENT E, AFFIDAVIT OF NO CONFLICT

COUNTY OF

STATE OF

BEFORE ME, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ personally appeared, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a principal with full authority to bind \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter the "Affiant"), who being first duly sworn, deposes and says:

1. is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
2. has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
3. has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into an Agreement for a Time & Attendance and Leave Management System.

If applicable, on a separate page, the Proposer shall disclose the name of any officer, director, or agent of Proposer who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Proposer’s firm or any of its branches.

|  |
| --- |
|  |
| Signature |
|  |
| Print Name |

SUBSCRIBED to and sworn before me this      day of    , 20\_\_.

[Notary Seal]

My commission expires:

|  |
| --- |
|  |
| Notary Signature |
|  |
| Print Name |

Personally known OR produced identification.

Type of identification produced: