

RFP No.
18-R067461GD
Unmanned Aircraft Systems (UAS)
Drone Services
October 11, 2017

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



ADVERTISEMENT
REQUEST FOR PROPOSAL 18-R067461GD
Unmanned Aircraft Systems - Drone Services

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 Unmanned Aircraft Systems - Drone Services, as specified in this Request for Proposals (RFP) to include all necessary Unmanned Aircraft Systems Aircraft, personnel to operate the aircraft , licenses and equipment.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFP is **November 14, 2107 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. 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.

NON-MANDATORY INFORMATION CONFERENCE:

In order to ensure all prospective Proposers have sufficient information and understanding of County's needs, an Information Conference will be held at: 2:00 P.M. on October 18, 2017 at the Manatee Procurement Division, 1112 Manatee Ave West, Ste. 803, Bradenton, FL 34205. Attendance is not mandatory, but is strongly encouraged.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is October 23, 2017.

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

DESIGNATED PROCUREMENT CONTACT: Greg Davis, Contracts Negotiator
(941) 749-3037, Fax (941) 749-3034
Email: gregory.davis@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 OPENING**

The Due Date and Time for submission of Proposals in response to this RFP is **November 14, 2107 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. 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.

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

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

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 **SUBMISSION OF PROPOSALS**

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Five (5) bound copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- Two (2) electronic format copies clearly identifying Proposer.

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

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 18-R067461GD, Unmanned Aircraft Systems (UAS) -

Drone Services, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Deadline at the following address:

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

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Section C 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.03 OBTAINING PROPOSAL DOCUMENTS & ADDENDA

All documents issued pursuant to this RFP are 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 elect to advertise solicitations utilizing the third-party provider, DemandStar by Onvia® (DemandStar) to distribute proposals. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

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

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

Any interpretations, corrections or changes to this RFP will be made by addendua. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > Bids and Proposals. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system to "Planholders" on this web service.

All addenda are a part of the RFP solicitation documents 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.04 PROPOSAL EXPENSES

Proposer is solely responsible for all costs incurred by Proposer in responding to this RFP.

A.05 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 inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division at purchasing@mymanatee.org. 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.06 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of 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, it will be the basis for rejection of the proposal. Such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a bid response or proposal to supply goods or services on future solicitation opportunities with the County.

A.07 RULES FOR WITHDRAWAL OR REVISION OF OPENED 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.08 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.09 LOBBYING

After the issuance of any solicitation or during renegotiations, prospective Proposers, or their agents, representatives or persons acting on behalf of such Proposer, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Manatee County other than the Procurement Official or designee. This

prohibition includes copying such persons on written communication, including email correspondence. This requirement begins at the time of advertisement of the RFP and ends upon final execution of the contract or at the time the solicitation is cancelled or the renegotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a County Commission meeting where the Commission is considering approval of a proposed contract. 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.10 EXAMINATION OF OFFER

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.11 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.7.

A.12 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to determine the responsiveness of all proposal received. To be responsive a proposal must contain all of the information, attachments, verification, forms or other information required. Proposals that are deemed non-responsive will not be considered or evaluated.

A.13 RESERVED RIGHTS

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

The County will be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision will be final. The County reserves the right to request additional information and/or 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.14 APPLICABLE LAWS

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

A.15 TAXES

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

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

A.16 SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within Statute 287 including the submission of any required certification of eligibility to contract with County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant.

A.17 COLLUSION

By offering a submission to this Request for Proposal, the Proposer certifies the Proposer has not divulged to, discussed or compared his/her proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

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

A.18 **CODE OF ETHICS**

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

A.19 **PUBLIC ENTITY CRIMES**

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

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

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

A.20 **AMERICANS WITH DISABILITIES**

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

A.21 **EQUAL EMPLOYMENT OPPORTUNITY**

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

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.23 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this 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.

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

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice 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: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

A.24 TRADE SECRETS

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

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

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

By submitting this information no later than the Due Date and Time for submitting proposals for consideration for approval to designate a trade secret and withhold from the public record, Proposer acknowledges and agrees:

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

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

A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS

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

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

b. Successful Proposer agrees that it shall not, as a result of a public records request, or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of 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 County’s designated Contract Manager who shall coordinate County’s response to the request. Notwithstanding the foregoing, the Successful Proposer may:

1. Disclose or release Security System Plans to:
 - i. The property owner or leaseholder; or
 - ii. Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.
2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County:

- i. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - ii. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by County and is contractually bound by the Successful Proposer to comply with this Section; or
 - iii. Upon a showing of good cause before a court of competent jurisdiction.
- c. For purposes of this Section, the term "Security System Plan" includes all:
 1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
 2. Threat assessments conducted by any agency or any private entity;
 3. Threat response plans;
 4. Emergency evacuation plans;
 5. Sheltering arrangements; or
 6. Manuals for security personnel, emergency equipment, or security training.

A.26 E-VERIFY

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

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

By submission of a proposal in response to this 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.27 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
Non-Mandatory Solicitation Information Conference at Manatee County Admn., Building, Procurement Conference Room, Suite 803, 1112 Manatee Ave West, Bradenton, FL 334205	October 18, 2017 at 2:00 P.M.
Question and Clarification Deadline	October 23, 2017
Final Addendum Posted	October 31, 2017
Proposal Response Due Date and Time	November 14, 2017, no later than 3:00 p.m.
Technical Evaluation Meeting	November 28, 2017 at 10:00 A.M.
Final Evaluation Meeting	December 4, 2017 at 10:00 A.M.

END SECTION A

SECTION B: **SCOPE OF SERVICES**

B.01 BACKGROUND INFORMATION

The County is requesting proposals from qualified firms Proposers for the provision of Unmanned Aircraft Systems (UAS)-Drone Services for the Property Management Department.

UAS can perform a variety of missions required by the County related to energy, infrastructure management, environment, emergency management and disaster recovery and the County realizes the value of this important technology.

The County is located on the Gulf of Mexico in West Central Florida and consists of six incorporated municipalities and a population of about 363,000. The County government has approximately 1,700 employees working in 12 departments in multiple locations throughout the County. It is home to nearly 30,000 acres of conserved public land which includes coastal habitats, estuaries and rivers to inland areas, and artificial reefs. The county maintains recreational facilities within 43 parks, two golf courses and miles of beaches. The tropical climate is enjoyed by many. However, the summer months pose a threat for high-wind storms and flooding conditions. These events have the potential to cause damage to infrastructure and the environment; increasing the need for unmanned aircraft systems (UAS) drone technology.

B.02 SCOPE

Successful Proposer shall furnish all equipment, appropriate to each mission, materials, supplies, labor, Federal Aviation Authority (FAA) licensing, transportation services, and other components necessary to safely provide comprehensive UAS drone services that will meet the requirements of the County.

B.03 GENERAL REQUIREMENTS

Successful Proposer shall provide the following requirements:

- A. UAS - drone services to be used to support departments in Manatee County for asset inspection especially in areas that are dangerous and/or difficult to reach or to areas that are inaccessible to humans (e.g. certain areas of rooftops or under bridges).
- B. UAS - drone flight for analysis on plant species, terrain, plant health and other biological and environmental indicators.
- C. Drone aerial imagery for mapping purposes.
- D. Infrared scans of buildings to help with identifying issues such as deteriorating facades or leaking roofs are additional examples of requested work that may be needed.
- E. Damage assessment to facilities; tracking and mapping occurrences resulting from the aftermaths of wind damage and rainfall such as drainage and flood patterns will benefit the County with the use of drones.
- F. In addition, locating and filming problem areas in the parks such as identifying grades, tree growth, planting areas, neglected areas, growth problems and vacant space for potential growth or additional amenities will help reduce time and costs associated with these tasks.
- G. Operate in compliance with FAA rules and regulations and Florida law.
- H. Maintain the required insurances for the term of the contract.
- I. Operate under the guidelines of this Scope

B.04 SERVICE REQUIREMENTS

Successful Proposer's services shall include but not be limited to:
Inspections of buildings/facilities (hard to reach areas)

- A. Advertise County Properties for sale
- B. Enforcement, code (within regulatory laws)
- C. Inspections of water facilities (treatment plants and water towers)
- D. Inspection of lights (transportation; parks)
- E. Damage assessment (after a storm)
- F. Energy Management (i.e. thermal imagery)
- G. Tourism/Events
- H. Project Management (Construction Progress)
- I. Coastal Erosion
- J. Enhance Public Safety and Security
- K. Vegetation mapping/control
- L. Fisheries/Wildlife Habitat
- M. Track and measure (landfill; sea level rise)
- N. Collection of images to utilize in photogrammetry software such as Drone2Map, Pix4D, etc.
- O. On Demand imagery.

NOTE: The onsite response time for the above services shall not be greater than six (6) hours from the time the successful Proposer receives a Work Assignment task.

B.05 TECHNICAL REQUIREMENTS

Successful Proposer shall:

- A. Conduct work following all local, State and federal mandates to include, but not be limited to the following:
 - 1. FAA Part 107A
 - 2. 14 CFR Parts 21, 43, 61; Operation and Certification of Small Unmanned Aircraft Systems; Final Rule
 - 3. US DOT-FAA Advisory Circular – AC No. 107-2
- B. Be solely responsible for any violation to statues as it relates to the provision of services.
- C. A stand-alone Unmanned Aircraft Insurance program, providing physical damage and third-party liability coverage, with policy language drafted specifically to respond to the exposure of unmanned aircraft. The coverage shall include UAS operators and crew members on the ground as insureds. Coverage shall be in the amount of \$1,000,000.
- D. Keep current with and utilize the most current technology in UAS systems when performing work for the County.
- E. Provide the following items for each UAS mission:
 - 1. Hourly rate for each configuration/type of UAS – drone offered (UAS Type) stipulating the minimum time of usage.
 - 2. Pre-flight inspection steps and documentation that will be available for each mission.
 - 3. Determine and use the appropriate system given the mission type.

- F. Provide an individual surveillance report providing, but not limited to the following items:
 - 1. Item of surveyed
 - 2. Location of item surveyed (including latitude/longitude)
 - 3. Date and time
 - 4. Number of digital photos (minimum of 20 mega pixels) and/or video taken
- G. Analysis and interpretation of information (digital photos/video imagery) collected. Proposer shall ensure the clarity and quality of the digital photos and/or video imagery collected is usable.
- H. RGB cameras serve a dual purpose in UAS providing still imagery and video. Successful Proposers shall utilize cameras that meet the following:
 - 1. Are a minimum of 20 mega pixels and support 4K video.
 - 2. Are of quality to produce mapping deliverables at the scale desired.
 - 3. GoPro should have “fisheye” correction features.
 - 4. Cameras should be calibrated prior to the creation of deliverables.
- I. Thermal Sensors/Cameras (FLIR) shall be required or multispectral sensors to determine moisture content, drainage and water runoff. Calibration target must be captured at the beginning and end of each mission to validate data.
- J. Consider risk factors including battery ignition, weather conditions, land cover conditions and personal privacy laws before a mission. If the County determines after review that the above factors are not considered, successful Proposer shall be responsible at its sole expense, for re-collection of data

END OF SECTION B

SECTION C: PROPOSAL RESPONSE

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 provides will be used to determine those proposers 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 D, Evaluation of Proposals.

C.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.

C.02 PROPOSAL FORMAT

A. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the proposal.

1. A cover page that identifies Proposer, 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.

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

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

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

No documentation is required. The County will verify registration.

2. Proposer must successfully completed the Federal Aviation Authority (FAA) 107A testing and have a current, valid Remote Pilot’s license issued by the FAA.

Provide a copy of Proposer’s Remote Pilot’s license issued by the FAA.

3. The Proposer has provided drone services for at least five clients since November 1, 2015 each of which included one of the following components: building inspections, tourism events, damage assessment after a storm, energy management, coastal erosion, vegetation mapping, fisheries and wildlife habitat, tracking and measuring of sea level rise and/or collection of images to utilize in photogrammetry software. 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 of service
4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No documentation is required. The County will verify

5. Proposer 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 must submit a statement to that affect.

C. 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
- 3. Attachment C, Public Contracting and Environmental Crimes Certification

D. TAB 4 - TRADE SECRETS

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

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

E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

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

- 1. Legal contracting name including any dba.
- 2. State of organization or incorporation.
- 3. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- 4. Federal Identification Number.
- 5. A fully completed (signed and dated) copy of Proposer's W-9.

6. Contact information for Proposer's corporate headquarters and local office (if different)
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
Address
City, State, Zip
Phone
Number of years at this location
7. Years in business.
8. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
9. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:
Name
Phone
E-mail
Mailing Address
City, State, Zip
10. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
11. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

F. TAB 6 – PROPOSER AND TEAM'S EXPERIENCE

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

1. Provide a summary of Proposer's background, size and years in business.
2. Provide Proposer's years of experience in drone services.
3. Describe Proposer's experience in drone for other government agencies, particularly those within Florida.
4. Identify and include information regarding experience and qualifications of Proposer's key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to corrosion and odor control equipment, chemicals and/or services.
6. Describe any significant or unique accomplishments or awards received by Proposer or its subcontractors in previous similar services.
7. Provide a minimum of five client references for 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

G. 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, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
2. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
3. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
4. 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. An organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County and indicate their functional relationship to each other.
5. Describe Proposer's plans, policies, and/or strategies in which County citizens would receive consideration for employment and county suppliers of goods and services would be utilized.
6. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If proposer is jointly submitting a Proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
11. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
12. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
13. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.

14. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

H. TAB 8 – APPROACH

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

1. Provide three examples of types of missions listed in the Scope of Service and identify what UAS would best fit the mission. Provide the information below for each:
 - a. Type of mission/project
 - b. UAS type and model/brand
 - c. Response time
 - d. Camera / sensor
 - e. Hourly rate for services
 - f. Type of report provided
 - g. Image sample
2. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFP .
3. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Section B. If more than one proposer is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of mobilization schedule.
4. A narrative that clearly demonstrate Proposer's ability and willingness to meet response times.
5. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
6. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - b. How the proposer physically plans on attending pre-scheduled meetings
 - c. How the proposer plans on ensuring accessibility and availability during the term of the Agreement
7. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each and Proposer's proposed mitigation procedures for each item.
8. Describe Proposer's approach to managing projects and providing reports to the County.
9. The County is deeply committed to respecting the environment. Include a detailed description of the Proposer's safety plan to control the environment of the work site during on site operations.
10. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.
11. Submit a summary of Proposer's environmental sustainability initiatives. Proposers are encouraged to use as many environmentally preferable "green" products, materials, and supplies as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

I. FEES

Proposers should use the Fees form on the following page for submitting its Fees proposal. Fees must be submitted as all inclusive to provide <type of services> in accordance with the requirements identified in this Scope of Services and as set forth in this RFP document.

Submit one hard copy original and one duplicate hard copy of the Fees proposal form in a separate sealed envelope labeled "Fees Proposal" with the Proposer's name and include with Proposer's Original hard copy of Proposal. Do Not include copies of the Fees proposal form in the duplicate hard copies of the proposal response.

The Proposer's fees shall remain firm for a minimum of a one year period of execution of the Agreement. Any escalation in pricing thereafter will be based on the Bureau of Labor Statistics Employment Cost Index change in most recent 12 month period applicable to each discipline.

[Remainder of page intentionally left blank]

FEES PROPOSAL FORM

1. Provide a full detailed breakdown of the firm fixed cost for UAS Drone Services Capabilities defined in Section B. This should include a breakdown of hours, materials, travel and any other cost required.
2. Define any warranty (description, length, cost, etc.) provided.
3. Provide a firm fixed cost for hourly professional services in support of Section B for each anticipate skillsets (e.g. pilot, project manager, project engineer, software application developer,) Indicate the validity period for the professional services hourly rates and expiration of rates.

Discipline / Title	Hourly Rate	Validity Period for Rates

END SECTION C

**SECTION D:
EVALUATION OF PROPOSALS**

D.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. The committee will consider the information submitted as requested in Section C for each responsible and responsive proposal to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP. Upon completion of evaluation of proposals pursuant to the criterion shown below, the evaluation committee will determine the proposal(s) that represents the best value and which best meets the needs of the County. Following successful negotiations with the top ranked Proposer(s) a recommendation to award will be made pursuant to County Procurement Code of Ordinances.

D.02 EVALUATION CRITERIA

The following evaluation criteria have been established to determine which Proposal best meets the requirements and overall goals of the County and provides the best value to the County.

<u>Criteria</u>	<u>Maximum Points</u>
Proposer & Team's Experience	30
Capacity	25
Approach	20
Fee Proposal	20
Interviews	5

D.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 should 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 of the information requested.

D.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.

D.05 RANKING OF PROPOSALS

The evaluation committee will determine from the responses to this Request For Proposal 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 some or all of the following actions:

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

D.04 RECOMMENDATION FOR NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval, the successful Proposer will be invited to enter negotiations led by the County Procurement Division.

Manatee County will notice the Intent to Negotiate, in the same manner the original Request For Proposals document was posted (refer to Section A.03) prior to commencing negotiations.

D.05 RECOMMENDATION FOR AWARD

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

END SECTION D

**SECTION E:
NEGOTIATION OF THE AGREEMENT**

E.01 GENERAL

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of Manatee County upon termination or completion of the engagement.
- d. That after notice from County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;
- e. To indemnify and hold 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.

E.02 AGREEMENT

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

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

E.03 AWARD

County may not make award to a proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to 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 successful negotiations and the approval of either the Purchasing Official or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

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

END SECTION E

**ATTACHMENT A
ACKNOWLEDGEMENT OF ADDENDA
REQUEST FOR PROPOSAL 18-R067461GD**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer's information below:

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

**ATTACHMENT B
PROPOSAL SIGNATURE FORM
REQUEST FOR PROPOSAL 18-R067461GD**

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

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

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

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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]

STATE OF FLORIDA
COUNTY OF _____

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

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

_____ My commission expires _____ . _____ Notary
Public Signature

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

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

ATTACHMENT D

INSURANCE AND BOND REQUIREMENTS

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

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.</p> <p>\$ <u>2,000,000</u> combined single limit, or \$1,000,000 bodily injury and <u>\$1,000,000</u> property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$1,000,000 Hired-Non Owned Liability and \$10,000 Medical Payments.</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	<p>Coverage shall be afforded under a per occurrence policy form.</p> <p><u>\$2,000,000</u> single limit per occurrence; <u>\$4,000,000</u> aggregate</p> <p>Coverage must include:</p> <p>\$4,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Liability \$100,000 Fire Damage Liability \$10,000 Medical Expense, and \$1,000,000 Third Party Property Damage.</p> <p>\$_____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
3. <input type="checkbox"/> Employer's Liability:	<p><u>\$100,000</u> each accident \$500,000 disease each employee \$100,000 disease policy limit</p>
4. <input checked="" type="checkbox"/> Worker's Compensation:	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.</p>

Insurance / Bond Type	Required Limits
	<p><u>Note:</u> 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 employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers’ compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p>5. <input checked="" type="checkbox"/> Other Insurance, as noted:</p>	<p>a. <input checked="" type="checkbox"/> Aircraft Liability \$ <u>2,000,000</u> single limit per occurrence \$ <u>4,000,000</u> aggregate Coverage shall be carried in limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate and shall specifically include coverage for the operation of Unmanned Aircraft Systems (UAS), including liability, and property damage.</p> <p>b. <input type="checkbox"/> Installation Floater If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Proposer shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>d. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Professional (E&O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$_____ Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder’s Risk Insurance When this 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, the following insurance coverage must be afforded: Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an</p>

Insurance / Bond Type	Required Limits
	<p>amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>
	<p>f. <input type="checkbox"/> Cyber Liability</p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for 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, and \$_____ Public Relations Expense.</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p> <p>g. <input type="checkbox"/> Hazardous Materials Insurance</p> <p>Hazardous materials includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><i>Pollution Liability</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Disposal</i></p>

Insurance / Bond Type	Required Limits
	<p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><i>Hazardous Waste Transportation Insurance</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.</p> <p>The Successful Proposer must also provide the EPA Identification Number.</p> <p>h. <input type="checkbox"/> Liquor Liability</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>i. <input type="checkbox"/> Garage Keeper's Liability</p> <p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>j. <input type="checkbox"/> Bailee's Customer</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft</p> <p>\$_____ per occurrence</p>
6. <input type="checkbox"/> Bid Bond:	A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total proposal offer. Bid bond shall be submitted with the sealed proposal and shall include project name, location, and / or address and project number.

Insurance / Bond Type	Required Limits
	In lieu of the bond, the proposer may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.
7. <input type="checkbox"/> Payment and Performance Bond:	A construction project over \$200,000 requires a Payment and Performance Bond be submitted by Successful Proposer for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.

Reviewed by Risk: _____

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 Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

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

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

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

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

- IV. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract. V. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

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

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

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

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

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of

said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, County will make no payment to the Successful Proposer until the Successful Proposer has complied with this paragraph.

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

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

PROPOSER'S INSURANCE STATEMENT

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

Proposer Name: _____ Date: _____

Authorized
Proposer's
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Surety Agency: _____

Surety Name: _____ Surety Phone: _____

Please return this completed and signed statement with your proposal.

Manatee County, a Political Subdivision of the State of Florida

Indemnity and Hold Harmless

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

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

PROJECT NUMBER AND/OR NAME	
INSURANCE AGENT	
RESPONDENT SIGNATURE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20____ by _____ [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as
identification.

Notary Signature _____

Print Name: _____

(seal)