REQUEST FOR PROPOSALS
No. 26-R090222ED
WEBSITE REDESIGN, MANAGEMENT AND MAINTENANCE SERVICES
JULY 1, 2026

Manatee County BCC
Procurement Division
purchasing@mymanatee.org

ADVERTISEMENT
REQUEST FOR PROPOSALS No. 26-R090222ED
WEBSITE REDESIGN, MANAGEMENT, AND MAINTENANCE 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 Website Redesign, Management, and Maintenance Services, as specified in this Request for Proposals.

DATE, TIME, AND PLACE DUE
The Due Date and Time for submission of Proposals in response to this RFP **is August 5, 2026 at 11:00 A.M. ET.** Proposals must be delivered to the following location either in-person or express mail (UPS / FedEx) to Manatee County 9000 Town Center Parkway, Lakewood Ranch, Florida 34202 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE
There is no Solicitation Information Conference for this Request for Proposals.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS
The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is **July 15, 2026 at 3:00 P.M. ET**. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT: Emily Diaz, Procurement Agent III

(941) 749-3023, Fax (941) 749-3034
Email: emily.diaz@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

Brent Sargent, CPPO, CPPB, NIGP-CPP, FCCM, FCCN

Digitally signed by Brent Sargent, CPPO, CPPB, NIGP-CPP, FCCM, FCCN
Date: 2026.06.30 12:43:20 -04'00'

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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 INFORMATION CONFERENCE

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

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) **is August 5, 2026 at 11:00 A.M. ET.** Proposals must be delivered to the following location either in-person or express mail (UPS / FedEx) to Manatee County 9000 Town Center Parkway, Lakewood Ranch, Florida 34202 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at Manatee County 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.

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

A.03 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be publicly opened at the Manatee County building 9000 Town Center Parkway, Lakewood Ranch, Florida 34202, in the presence of County officials immediately upon expiration of the Due Date and Time.

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

A.04 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked “ORIGINAL”.
- One (1) electronic format copy clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office® or Adobe

Acrobat® portable document format (PDF) **in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file. Do not** submit electronic format proposal with separate files for each TAB section. **Do not** password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the "ORIGINAL".

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 26-R090222ED, Website Redesign, Management, and Maintenance Services, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Building
Procurement Division
9000 Town Center Parkway
Lakewood Ranch, FL 34202

A.05 ORGANIZATION OF PROPOSALS

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

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

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals.* This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software. At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division 9000 Town Center Parkway, Lakewood Ranch, Florida 34202. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

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

A.07 ADDENDA

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

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

A.08 PROPOSAL EXPENSES

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

A.09 QUESTION AND CLARIFICATION PERIOD

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

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

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

A.10 FALSE OR MISLEADING STATEMENTS

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

A.11 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained, and the unopened proposal returned to the Proposer; or

b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:

    1. The mistake is clearly evident in the solicitation document; or
    2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Purchasing Official.

A.12 JOINT VENTURES

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

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with, or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Purchasing Official or designee, unless otherwise directed by the Purchasing Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase

order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF PROPOSALS

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

A.15 ERRORS OR OMISSIONS

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.11.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

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

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

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial

statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

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

A.19 TAXES

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

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

A.20 SCRUTINIZED COMPANIES

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

A.21 COLLUSION

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

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

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

A.22 CODE OF ETHICS

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

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, 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 Form 3 and submit with its Proposal.

A.24 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including

one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For 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.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer 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.27 DISCLOSURE

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

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

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

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

a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies

and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Proposer does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL 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:

BY PHONE: **941.742.5845**
BY EMAIL: **PUBLIC.RECORDS@MYMANATEE.ORG**
BY MAIL: **PO BOX 1000**
BRADENTON, FLORIDA 34206
IN PERSON: **MANATEE COUNTY**
ATTN: RECORDS MANAGER
1112 MANATEE AVENUE WEST
BRADENTON FL 34205

A.28 TRADE SECRETS

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

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

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

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

Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

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

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

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

including actions or claims arising from County's non-disclosure of the trade secret materials.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

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

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

b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.30 E-VERIFY

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

By submission of a proposal in response to this 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.31 LICENSES AND PERMITS

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

A.32 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTS

This section shall serve as notification that this solicitation is in accordance with Florida Statutes Chapter 287.05701.

A.33 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

A.34 BINDING OFFER

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

A.35 PROTEST

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

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at the Manatee County Building 9000 Town Center Parkway, Lakewood Ranch, Florida 34202 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

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

A.36 ACCESSIBILITY

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

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

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

A.37 PROJECTED SOLICITATION SCHEDULE

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

Scheduled Item	**Scheduled Date**
Question and Clarification Deadline	July 15, 2026 at 3:00 P.M., ET
Proposal Due Date and Time	August 5, 2026 at 11:00 A.M., ET
Technical Evaluation Meeting	TBA
Interviews/Demonstrations/Presentations, if conducted	TBA
Final Technical Evaluations	TBA
Projected Award	October 2026

The purpose of the Solicitation Schedule is to provide a projected timeline of solicitation events. The County reserves the right to modify or change any of the projected dates and times.

END SECTION A

SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

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

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

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

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Score
Proposer & Team's Experience	15
Approach	30
Capacity	30
similar Completed Projects	15
Fee Proposal	10

B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

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

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a

reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers shall make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

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

B.04 BEST AND FINAL OFFER (BAFO)

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

B.05 SCORING OF PROPOSALS

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

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

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

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

C.02 NEGOTIATION

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

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

C.03 RECOMMENDATION FOR AWARD

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

C.04 AGREEMENT

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

The term of the Agreement shall be for the period of one (1) year with the option to renew for four (4), one-year periods.

C.05 AWARD

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

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

END SECTION C

FORM 1 - ACKNOWLEDGMENT OF ADDENDA
RFP No. 26-R090222ED

The undersigned acknowledges receipt of the following addenda:

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

Print or type Proposer's information below:

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

Return this fully executed form with your Proposal.

FORM 2 - PROPOSAL SIGNATURE FORM
RFP No. 26-R090222ED

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

(1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and

(2) All facts and responses set forth in the Proposal are true and correct; and

(3) If the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFP; and

(4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFP as Exhibit 4. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer's information below:

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

Return this fully executed form with your Proposal.

FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
RFP No. 26-R090222ED

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

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

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

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

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

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

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

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

Return this fully executed form with your Proposal.

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM
RFP No. 26-R090222ED

The award of an agreement resulting from this RFP is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFP.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged and attested to by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

Return this fully executed form with your Proposal.

FORM 5 - NON-COLLUSION AFFIDAVIT
RFP No. 26-R090222ED

STATE OF _____

COUNTY OF _____

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

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

RFP No.: _____ Title: _____

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

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

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

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

Signature: _____

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

Notary Signature_____

Notary Name: _____

Notary Public (State): _____

My Commission Number: _____

Expires on: _____

SEAL

Return this fully executed form with your Proposal.

FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE
RFP No. 26-R090222ED

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner)

Name: _____

Title:_____

Date:_____

Signature:_____

Return this fully executed form with your Proposal.

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION
RFP No. 26-R090222ED

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

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

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

I, _____, as a representative of _____

certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature	Title
Printed Name	Date

Return this fully executed form with your Proposal.

FORM 8, INSURANCE REQUIREMENTS
RFP No. 26-R090222ED

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" 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 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
- $X 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
- $1,000,000 Security Breach Expense Each Occurrence
- $1,000,000 Security Breach Expense Aggregate
- $1,000,000 Replacement or Restoration of Electronic Data
- $1,000,000 Extortion Threats
- $1,000,000 Business Income and Extra Expense
- $1,000,000 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, Successful Proposer 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**
Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

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 Successful Proposer'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

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

☐ **Other [Specify]**

BOND REQUIREMENTS
☐ **Bid Bond**
A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder 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. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**
A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

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

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

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, 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

3. The project's solicitation number and title shall be listed on each certificate.
4. 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.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. 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.
11. 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.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the Successful Proposer agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award**. The Successful Proposer further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The Successful Proposer further agrees that in case the Successful Proposer fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a Successful 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 Florida Statutes § 255.05, 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 Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

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 Florida Statutes § 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 Florida Statutes § 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

this 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 Successful 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.

FORM 8, INSURANCE STATEMENT
RFP No. 26-R090222ED

THE UNDERSIGNED has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFP 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 fully executed form with your Proposal.

FORM 9, INDEMNITY AND HOLD HARMLESS
RFP No. 26-R090222ED

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

The Successful Proposer shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Successful Proposer's expense.

Signature of Authorized Official of Proposer: _____

Title and Date: _____

Project Number and /or Name:_____

Insurance Agent: _____

Acknowledgement:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ [FULL LEGAL NAME], who is

☐ Personally known to me
OR
☐ has produced _____ as identification.

Notary Signature _____

Print Name _____

SEAL

Return this fully executed form with your Proposal.

FORM 10, ANTI-HUMAN TRAFFICKING AFFIDAVIT
RFP No. 26-R090222ED
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared_____, who was sworn and says that the following information is true and correct:

1. My name is _____of _____. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

_____
Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026 by _____, who

☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public

Return this fully executed form with your Proposal.

EXHIBIT 1, SCOPE OF SERVICES
RFP No. 26-R090222ED

1.01 BACKGROUND INFORMATION

The Bradenton Area Convention & Visitors Bureau (BACVB) is a department of Manatee County Government and is the official tourism bureau for Bradenton, Anna Maria Island, and Longboat Key on Florida's West Coast. BACVB is seeking a website agency to design a new destination marketing website for bradentongulfislands.com that includes professional website management, annual maintenance services, and creative optimization based on marketing goals and objectives.

This also includes enhancement and optimization of the microsite for the Bradenton Area Convention Center, www.bradentonareaconventioncenter.com.

The BACVB is funded by the tourism tax levied on overnight stays, also known as the "Bed Tax," which plays a vital role in growing and maintaining the tourism base in Manatee County. The Bradenton Area collects all six pennies of the Bed Tax and maintains a 94% visitor return rate, demonstrating the effectiveness of sustained destination marketing and visitor experience investment. Tourism is the Bradenton Area's primary economy, consistent with much of Florida, and supports a significant number of Manatee County residents across hospitality, food and beverage, retail, attractions, transportation, and related service industries.

The Bradenton Area encompasses a diverse group of municipalities including, but not limited to, Anna Maria Island, Bradenton, Longboat Key, Cortez, Palmetto, and Lakewood Ranch. Centrally located along Florida's West Coast, the destination also benefits from nonstop air access through Sarasota Bradenton International Airport, enhancing accessibility for regional, domestic, and international visitors. The Bradenton Area also has a strong international audience in the United Kingdom, Germany and Scandinavia.
The Bradenton Area competes within a primary competitive set that includes Sarasota, The Palm Beaches, the Florida Keys & Key West, Pensacola, and St. Pete/Clearwater, and continues to position itself as a distinctive and accessible Gulf Coast destination with strong repeat visitation, diverse accommodations, and a tourism economy that drives local prosperity.

While the destination is not defined by a single peak season, the Bradenton Area welcomes a variety of traveler segments throughout the year. Seasonal travel patterns influence the types of visitors we attract at different times, requiring the primary website to showcase a range of experiences that appeal to evolving audience needs.

The new website must highlight the brand pillars of the Bradenton Area which are as follows: beaches, outdoor adventure, culinary, arts and culture and prominently display our Love It Like a Local initiative that promotes responsible tourism.

The BACVB has established brand elements that should be preserved and prominently reflected in the proposed website redesign, rather than modified.
The target audience for the BACVB is women with the average household income of $125K who have the intent to travel.

1.02 PROJECT OBJECTIVES

Successful Proposer (hereinafter in this Scope referred to as Consultant) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide design and maintenance of a new destination marketing website that will meet the requirements of the Agreement.

A. Consultant shall design and maintain a new destination marketing website for bradentonGulfIslands.com and bradentonareaconventioncenter.com

The Bradenton Area Convention & Visitors Bureau (BACVB) seeks to redesign, develop, implement, and maintain a destination marketing website for bradentonGulfIslands.com and a meetings-focused website experience for bradentonAreaConventionCenter.com.

The current website has evolved into a large and complex platform that no longer fully supports BACVB's destination marketing goals, brand pillars, and user experience objectives. The redesigned website shall serve as the primary digital marketing platform for the Bradenton Area and support visitor engagement, destination awareness, lead generation, and partner promotion.

At a minimum, the redesigned website shall include:

1. An engaging, streamlined user experience that aligns with current accessibility standards.
2. A mobile-first design, fully responsive website experience.
3. Rich storytelling supported by blog posts, video, and photography.
4. Increased engagement through interactive content and dynamic features.
5. A strong sense of place that clearly positions the Bradenton Area within Florida and highlights the unique characteristics and diversity of its distinct geographic regions.
6. A marketing-driven website designed to generate meaningful conversions for featured industry partners.
7. Streamlined, well-structured content optimized for engagement, SEO/SEM performance, and AI-driven search discovery.
8. A meetings-focused microsite for the Bradenton Area Convention Center that aligns with the above priorities where appropriate, with a strong emphasis on both B2B and consumer-facing audiences, lead generation, and event planning resources.

B. Website Design & Development for bradentongulfislands.com
   1. Architecture & Navigation: The BACVB is seeking a comprehensive redesign that is intuitive to user flow based on how they interact with the primary brand for the destination.
   2. Discovery Phase: Research, analytics review, SEO audit, competitive analysis.

a. The Consultant will perform an SEO and AI copy audit of the destination to establish strong, organic storylines that can be optimized through brand storytelling on the website.
b. The Consultant will perform an audit of the existing bradentongulfislands.com website to assess current user experience, content interaction and performance, etc. to establish best opportunities for optimization moving forward.
c. The Consultant will be responsible for bringing all primary staff assigned to work on the redesign of the bradentongulfislands.com website into market for a discovery tour.
d. Project Timeline – A formal schedule for the project that will be agreed upon during the Discovery Phase of the project.

1.03 GENERAL REQUIREMENTS

Consultant shall provide the following requirements:

A. Account Management
   1. Consultant's Account Service Team shall be responsible for managing and integrating all services and to ensure adherence to client expectations regarding deadlines, quality, and effectiveness as well as provide continued monitoring of site's security health and accessibility compliance. The team shall be responsible for the day-to-day management of interactive projects, project planning, team integration and weekly status reports.
   2. Consultant Account Manager and web team must be available for weekly status meetings with the BACVB team to discuss website maintenance, updates, new projects, performance insights, upcoming enhancements, and any additional support needs.
   3. Consultant shall provide pricing for multiple tiers of support including 24-hour customer service and security monitoring, back-up and redundancy and connectivity issues.
   4. If Consultant needs to add or remove any of the primary staff as part of the Account Service Team, they must alert BACVB to that change before any staff changes are implemented.

1.04 PERFORMANCE STANDARDS

Throughout the term of the Agreement, Consultant shall maintain the following minimum performance standards:

A. Website uptime of no less than 99.7%, excluding approved scheduled maintenance periods.
B. A documented disaster recovery and business continuity plan capable of meeting a Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of one (1) hour.
C. Consultant shall monitor and maintain the website infrastructure, hosting environment, and related services necessary to meet these performance standards.

D. Failure to maintain the performance standards identified herein may be considered by the County when evaluating Consultant performance and any future renewal options available under the Agreement.

1.05 SERVICE REQUIREMENTS

Consultant's services shall include but not be limited to:

A. bradentonGulfIslands.com (leisure destination website)
   1. Consultant shall propose a comprehensive website redesign, including strategic rationale for how the recommended approach will improve user experience, engagement, and conversion. All trademarks, design concepts, information architecture, and related creative developed through this project shall become the sole property of BACVB.
   2. Consultant will design a user-friendly website that highlights the Bradenton Area's primary destination pillars, including beaches, outdoor adventure, arts and culture, and culinary experiences, through brand storytelling that utilizes existing brand assets such as video, photography, and blog content. The website will also communicate the destination's responsible tourism initiative, Love It Like a Local. The redesign should reflect the established brand identity while modernizing the user experience, improving navigation, and incorporating an intuitive site-wide keyword search function to enhance content discovery including AI-driven website copy. The website must be fully responsive across mobile, tablet, laptop, desktop and other screen devices to ensure a consistent experience for all users.
   3. Consultant shall design a website homepage that provides bradentongulfislands.com users with a clear understanding of the destination's location within the state of Florida. The website shall incorporate an interactive map that highlights the Bradenton Area's location and showcases the diversity of its distinct geographic regions.
   4. Consultant shall develop an original content strategy, including recommendations for creative campaigns and promotional opportunities that highlight the destination's unique selling points. The strategy should be informed by a comprehensive audit of existing content on bradentongulfislands.com. Consultant will evaluate current performance to determine which content should be transferred to the new site, what should be revised or optimized, and what should be removed entirely. Consultant will lead and manage the overall content strategy, including recommendations for the content that will be carried forward to the new website.
   5. Consultant will redesign the website to create a user-friendly, custom design that captures the look and feel of the destination. Consultant shall use photos and video sourced from the BACVB's robust image and video collection. If the Consultant feels new photo or video assets are needed, this will be at the responsibility of the Consultant to produce.
   6. Consultant must build the ability to implement emergency messaging on the homepage during adverse situations, including but not limited to natural disasters, environmental events, or public safety communications, through banners, alerts, webpages or featured messaging.

7. Consultant shall also support integration and promotion of digital Visitor Guide(s), including downloadable PDFs, iFrame displays and strong lead generation opportunities for guide requests and downloads, as well as a dedicated Media Kit section for press and industry stakeholders.
8. Consultant shall ensure the website architecture supports integration with third-party tools, including but not limited to CRM platforms, events calendars, social media integrations, and other tourism-related tools necessary for destination marketing and partner promotion.
9. Consultant will be responsible for implementing these tools as part of the website build and should utilize BACVB's existing platforms and resources whenever possible in the design and development of the website.
10. Consultant shall take into account the marketing strategy of the Bradenton Area Convention and Visitors Bureau to develop a website that works within the existing marketing funnel and will work to establish annual key performance indicators as well as define "conversions" resulting from user experience on the redesigned website.
11. Consultant will be responsible for implementing SEO and AI search driven copy that aligns with the BACVB brand standards and voice.
12. Consultant will consider how to design a website optimized to drive lead generation, i.e., visitor guide downloads or requests, email marketing opt-ins, etc.

B. Bradenton Area Convention Center Microsite
   1. The Bradenton Area Convention & Visitors Bureau manages and operates the Bradenton Area Convention Center, which recently underwent a $54 million renovation and expansion. The Convention Center serves as the centerpiece for attracting meetings, conventions, and tradeshows to the Bradenton Area. With the destination's strong leisure offerings, the Bradenton Area is positioned to be a leading "bleisure" (business + leisure) destination, allowing conference attendees to seamlessly extend their stay before or after business events to experience the area's beaches, outdoor recreation, and culinary scene.
   2. The purpose of bradentonareaconventioncenter.com is to act as a sales and marketing tool for the Convention Center sales team, providing meeting planners with a comprehensive understanding of the facility's amenities, services, and the bleisure opportunities available throughout the destination.
   3. Consultant shall provide a professional recommendation on how this microsite should be housed/hosted to make it fully optimized for its targeted user experience. The site must have its own navigation separate from bradentongulfislands.com and meet all current WCAG AA compliance requirements.
   4. Consultant shall optimize the microsite or standalone page for lead generation, including email marketing opt-ins, meeting planner guide views and downloads, and RFP submissions, to support the Convention Center's sales goals.
   5. Consultant shall ensure the site design is responsive across all devices and aligns with the overall branding of the Bradenton Area Convention & Visitors Bureau and Bradenton Area Convention Center while providing a distinct experience tailored to meeting planners and business travelers.

C. Sports Tourism Web Page
    1. The Bradenton Area Convention & Visitors Bureau is the Sports Tourism Bureau for Manatee County. This page is necessary to deliver pertinent information to sporting event planners on venues available within the Bradenton Area that would attract them to bring their event to the destination.
    2. Consultant shall incorporate a sporting events calendar highlighting BACVB sponsored sporting events that can be organized by host sports venues within and around the Bradenton Area to use as a sales tactic to attract future sports tourism business.
    3. The Sports Tourism portion of bradentongulfislands.com must include:
        a. The Sports Tourism calendar
        b. A concise overview of sports tourism opportunities in the destination
        c. Feature contact information for the Sports Tourism sales team
        d. Existing sports tourism marketing video and photography assets into the design to create a cohesive and visually engaging experience
        e. Offer the Sports Playbook for digital viewing and downloadable access
        f. Optionally highlight key sporting event venues and facilities within the Bradenton Area
        g. Incorporate third-party provide, PlayEasy, into the page for B2B and C2B access.

D. Gulf Islands Ferry Web Page
    1. The Gulf Islands Ferry page is currently the most visited page on the Bradenton Gulf Islands website. The objective of this page is to provide an intuitive, easy-to-navigate experience where ferry customers can quickly access essential information, and ferry operators can efficiently update content on the back end. While the Gulf Islands Ferry is managed by the BACVB, it is operated by a contracted third party, so the page must be easily accessible to users outside the BACVB network and support straightforward content management by external operators.
    2. The objective of the Gulf Islands Ferry, a tourist development tax funded service, is to alleviate cars off Bradenton Area thoroughfares, especially those accessing the Bradenton Area's barrier island beaches that cause significant traffic impacts during high season and certain holiday weekends.
    3. The BACVB currently has SEM driving strong web traffic to the gulfislandsferry.com web page as well as geotargeting digital marketing aimed at both residents of the Bradenton Area and people visiting the destination.
    4. Consultant shall develop a streamlined landing page for Gulf Islands Ferry that delivers a seamless booking experience integrating the current booking system, FareHarbor.
    5. The Gulf Islands Ferry webpage must include:
        a. A clear "Book Now" call to action above the fold for users to easily purchase tickets
        b. An interactive map that guides users to learn more about each stop of the Gulf Islands Ferry service.
        c. An alert area for service updates or schedule disruptions (weather, maintenance, etc.) that can be updated by the ferry operator and customer service representative.

d. A frequently asked questions section that can be easily maintained by BACVB staff and the third-party operator.
e. Display the Gulf Islands Ferry schedule in a clear, user-friendly format, with the ability to easily update it for seasonal changes, particularly during peak beach periods such as Memorial Day, Fourth of July, and Labor Day.
f. A promotion and clear call-to-action for downloading the Ferry Perks Pass, a free savings pass available to active Gulf Islands Ferry ticket holders, managed through the third-party vendor Bandwango.

E. International Tourism Page
1. The Bradenton Area attracts a significant international audience, particularly from the United Kingdom, Central Europe (Germany), and Scandinavia. Most international visitors arrive via Tampa International Airport, located approximately 45 minutes north of the Bradenton Area, or Orlando International Airport, about two hours away. Many of these travelers combine their visit to the Bradenton Area with other major Florida destinations, such as Orlando or Tampa, positioning our destination as a relaxing, beachside complement to Florida's larger attractions.
2. The purpose of the International Tourism page is to provide targeted content that highlights the Bradenton Area's unique appeal to long-haul international travelers. The International traveler page must include:
a. Information about international Tour Operators and how to book travel to the Bradenton Area through them.
b. Highlight recommended or paid partnerships with flight providers on best preferred ways to get to the Bradenton Area from designated international markets
c. Have a section on "best things to know" before traveling to the Bradenton Area, i.e. international drivers license, etc.
d. Feature strategic storytelling that funnels international travelers into engaging with the primary website. We don't want international travelers to feel separate from the rest of the intended audiences of the website.
e. Must highlight and lead with Anna Maria Island and beach experiences as that is the primary attraction for this demographic.

F. Development: CMS implementation, content migration, technical SEO optimization.
1. The current bradentongulfislands.com has grown into a sprawling site with an overabundance of content, making it increasingly difficult to manage. Previous versions included numerous images, blog posts, user listings, and other content that now require a thorough audit. Only top-performing and high-impact content should be migrated to the new site. Content auditing and migration is one of the most critical components of this website redesign, and BACVB is seeking a highly experienced website vendor to guide and manage this process.
2. Additionally, the current CMS struggles with functionality, frequently experiencing bugs and errors that make site management challenging for BACVB staff. The redesigned website must implement a highly user-friendly CMS that enables BACVB staff to make updates independently, without relying on external agencies for routine changes, ensuring the site remains efficient, flexible, and easy to maintain. If the

Consultant recommends bradentongulfislands.com continues to host partner listings on the website, the Consultant will need to develop a user-friendly partner portal so industry partners can independently manage their listing.

G. Content Audit
   1. The Consultant shall lead a comprehensive audit of all existing website content to clearly define the target audiences, assess content performance, and determine strategic priorities for the new site. This includes identifying high-traffic and high-impact pages, evaluating content relevance and quality, and recommending which content should be updated, migrated, or removed. The Consultant shall also identify top-performing content that can be leveraged to attract new audiences and support broader marketing initiatives. The audit should result in a detailed content plan that establishes BACVB's goals for user engagement, SEO/AI performance, and destination marketing effectiveness.

H. Website Maintenance & Support
   1. Consultant shall provide ongoing maintenance and support for the new bradentongulfislands.com, including monthly maintenance and strategic enhancements. Recommendations for improvements shall be presented to BACVB and informed by performance data, user behavior, and reporting insights to continuously enhance the website's effectiveness as a marketing tool.
      The Consultant must:
      a. Provide monthly reporting and access to a custom dashboard to review KPIs, analytics, and website performance metrics. This includes SEO/AI search optimization reporting, top traffic drivers to the website as well as UTM tracking and website integration.
      b. Provide ongoing technical maintenance, monitoring, and troubleshooting to ensure optimal site performance.
      c. Provide security monitoring, routine backups, and a documented disaster recovery plan.
      d. Recommend and implement enhancements that are marketing-driven and aligned with BACVB's overall destination marketing goals.
      e. Provide ongoing monitoring, logging, and error tracking for front-end and back-end components, including uptime, performance metrics, and client-side errors.
      f. Implement centralized logging for system events, application errors, and integrations, with access provided to BACVB upon request.
      g. Provide regular reporting on website health, including performance, uptime, and error trends, with recommendations for improvement.
      h. Provide continued support on design, website optimization, and copy to align with marketing strategies of the BACVB.

I. Training
   1. Consultant shall develop, implement, and conduct specialized training for the new website, outline steps necessary for content (copy and imagery) creation and implementation, storage and entry through the established Content Management System tools.

2. Consultant shall work with BACVB staff members to train on website CMS until the staff is sufficiently briefed on their use. Consultant will remain available for BACVB staff in need of additional training at no additional cost to the BACVB.
3. Consultant must build efficient and easy-to-use training materials and documentation (i.e.: PDF guides, videos, etc.) that explain all levels of expertise to manage content, complete with documented workflow and role assignment for content ownership, creation, editing and publication.

J. Content Development
1. Consultant shall create original content strategy, creative campaigns and promotions to improve KPI metrics or review, adjust KPIs quarterly. Any content provided will be optimized for best search results.B.2.5 Website Enhancements
2. Consultant shall work with the BACVB team to develop an ongoing content management and enhancement strategy. This shall include regular discussions to evaluate existing content, identify opportunities to enhance or optimize current pages, recommend removal or replacement of outdated content, and propose new pages or content aligned with BACVB marketing priorities and campaign needs.
3. Consultant shall aid future projects to enhance the site as needed.

1.06 TECHNICAL REQUIREMENTS

Consultant shall implement an automated testing framework as part of the development lifecycle to proactively identify and resolve defects prior to deployment. This shall include, at minimum, automated front-end testing (UI/UX validation, accessibility scanning, and cross-browser compatibility) and back-end testing (application logic, API integrations, and CMS functionality).

Automated test results shall be documented and made available to BACVB upon request, including error reporting, failed test cases, and remediation status. The CONSULTANT shall demonstrate how automated testing is integrated into continuous integration and deployment processes to ensure ongoing site stability and performance.

A. Technical Requirements
1. Website shall have the ability to support or develop software and features that includes, but is not limited to dynamic content, interactive maps, eCRM and CRM software(s), and a user-friendly commercially available content management system for BACVB staff and BACVB hospitality industry users to include but not limited to:
   a. CMS features: Role-based access, SAML authentication, portability, version control.
   b. All privileged user access to the CMS must enforce Multi-Factor Authentication (MFA).
   c. Hosting: High availability, geo-redundancy, security standards (firewalls, DDoS protection).
   d. Compliance: GDPR, SSL Labs A rating.
   e. Environments: Production, staging, QA/QC.
2. Consultant shall design and implement the website to meet modern performance standards across all devices. At a minimum, the website shall meet Google Core Web Vitals benchmarks (LCP, INP, CLS).

3. The solution shall incorporate performance best practices, including image optimization, caching, code optimization, and use of a Content Delivery Network (CDN). Consultant shall validate performance using industry-standard tools and provide baseline results prior to launch, with ongoing optimization included in maintenance.
4. Consultant shall adhere to industry-standard secure development practices, including secure coding standards, vulnerability management, and dependency monitoring. The website and all supporting infrastructure shall be subject to routine security assessments, including vulnerability scanning and penetration testing.
5. The solution shall support audit logging, role-based security controls, and compliance with applicable government security standards.
6. Third Party apps required for implementation on the website include, but are not limited to, HubSpot, Bandwango, CrowdRiff, Issuu, and FareHarbor.
7. Consultant shall conduct new site soft launch with pre- and post-site quality control and ongoing support.
8. Consultant shall provide a recommendation for plugin that provides translation services to German, Deutch, French, and Spanish.

1.07 EXPECTED OUTCOMES OR DELIVERABLES

A. Key Performance Indicators (KPIs):
The Consultant shall, in conjunction with BACVB staff, define, implement, and track key website performance metrics, capturing and reporting insights on user engagement, conversion, traffic patterns, and other relevant indicators. KPI reporting should provide actionable recommendations to optimize content, improve user experience, and support BACVB's overall digital marketing objectives.

B. Deployment & Launch: Soft launch, QA testing, post-launch analysis.
1. Consultant shall include an extensive quality assurance (QA) testing period prior to site launch. QA testing must include both front-end user experience and back-end CMS functionality. Consultant shall also test content accuracy, internal linking, and migration integrity to ensure all approved content displays correctly.
2. Consultant shall conduct cross-browser and cross-device testing to ensure consistent performance across modern browsers, mobile devices, tablets, and desktop environments. Any bugs, accessibility issues, or functionality errors identified during QA must be resolved prior to launch.
3. Following launch, the Consultant shall monitor website performance to ensure stability, functionality, and accuracy. Consultant shall identify and resolve any post-launch bugs, content issues, or performance concerns that arise.
4. Consultant shall outline the duration of post-launch support, including availability for troubleshooting, bug fixes, and performance monitoring, as well as a recommended timeline for continued optimization following launch.

C. Monthly reporting
1. Consultant shall work with BACVB to establish business goals and Key Performance Indicators and incorporate those goals to specific actions which users can take on the

website. Measurement planning shall also involve development of a campaign tagging strategy including development of custom URL tracking when appropriate.

2. Consultant shall implement the measurement plan under BACVB's existing Google Analytics and Google Tag Manager Accounts to capture, interpret and share the information necessary for making data-driven marketing decisions.
3. Consultant shall provide monthly reporting on performance metrics such as traffic volume, top referral sources, most viewed pages, conversions, and any other customized reports that may be applicable to improving relevancy, visibility, and engagement. These metrics shall be monitored to identify areas of success and opportunities for continuous improvement.
4. In addition to monthly reports, Consultant shall create custom reporting dashboards that report site health, content performance and campaign performance.
5. Consultant will use analytics information to collaborate with the BACVB's other third-party vendors to assist in campaign reporting on marketing initiatives, campaign landing pages, etc.

1.08 COUNTY RESPONSIBILITIES

A. Project Team – The BACVB, at any time, reserves the right to approve or disapprove of the Consultant's Project Management Team provided. The Project Management Team shall be consistent with the ongoing Account Services Team upon launch of the site.
B. Research – Consultant shall lead and conduct interviews with key department staff and other key website stakeholders, including tourism industry members and other County officials, and create and reconcile required surveys. BACVB shall provide Consultant with all branding, focus group and market research information.
C. Consultant shall conduct a soft launch period on a staging website. During this phase, the website will be reviewed and used by BACVB stakeholders to test the user experience, content accuracy, CMS functionality and overall performance. The Consultant shall address feedback and resolve identified issues before final launch. BACVB retains final approval authority for website launch.
D. BACVB reserves the right to require security validation and penetration testing conducted by Manatee County Information Security staff or designated third-party vendors. The Consultant shall cooperate with all security testing efforts and promptly remediate identified vulnerabilities in accordance with agreed-upon service level timelines.
E. The Consultant shall engage an independent third party, whether through the County IT Department or another qualified accessibility testing resource, to conduct a comprehensive accessibility review of the completed website prior to launch. The review must confirm that the website meets the most current WCAG AA Accessibility Standards, or any updated equivalent standard in effect at the time of launch. The website shall not be made publicly available until confirmation of compliance has been provided.

1.09 ACCESSIBILITY

A. Consultant shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the

requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

B. Where not fully compliant with these requirements and best practices, Consultant shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Consultant shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.
C. Consultant shall use the latest WCAG AA compliance guidelines to design the website, including but not limited to contrast tests, zoom and scrolling features, color correction, and alternative text options for screen-reader users.
D. Consultant shall ensure that all dynamic, interactive, and JavaScript-driven components are fully accessible through the appropriate use of Accessible Rich Internet Applications (ARIA) roles, states, and properties. This includes, but is not limited to, navigation menus, modals, carousels, accordions, maps, and form elements. All interactive components must be operable via keyboard navigation and compatible with screen readers and assistive technologies. Accessibility implementation shall follow current W3C ARIA Authoring Practices in conjunction with WCAG AA compliance.
E. The website shall not be launched until WCAG AA compliance is confirmed. Verification must be reviewed and approved by BACVB's and validated through a third-party accessibility analysis tool. Accessibility compliance must be included as part of the website build and shall not result in additional costs to BACVB.
F. Provide continued CMS support, including content updates, system updates, and ongoing WCAG AA compliance. The website must remain compliant with accessibility requirements, as BACVB is legally subject to accessibility standards as a department of Manatee County Government.

END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS
RFP No. 26-R090222ED

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 Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Proposals.

2.01 INFORMATION TO BE SUBMITTED

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

2.02 PROPOSAL FORMAT

A. FORMAT

For more information regarding submission of Proposals, refer to the Request for Proposals, Section A.04, Submission of Proposals.

B. TAB 1 - INTRODUCTION

In Tab 1, include the following:

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

C. 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. Proposer 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 is not listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found on the SBAFLA website.

   No documentation is required. The County will verify.

3. Proposer is not on the Florida Department of Management Services Suspended, Debarred, and Convicted Vendor Lists.

No documentation is required. The County will verify.

4. Proposer is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).

   No documentation is required. The County will verify.

5. Proposer is not on the Florida Department of Transportation Contractor Suspended List.

   No documentation is required. The County will verify.

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

   Proposer must complete Form 3 and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.

7. If Proposer is submitting as a joint venture, Proposer must have file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time for submission of Proposals in response to this RFP.

   If Proposer is a joint venture, Proposer must provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation.

8. Proposer has no reported conflict of interests in relation to this RFP.

   If no conflicts of interest are present, Proposer must submit a fully completed copy of Form 4.

   If there is a potential conflict of interest, on a separate page submit a statement to that effect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.

D. <u>TAB 3 – FORMS</u>

In Tab 3, provide the completed and executed Forms listed below.

Form 1, Acknowledgement of Addenda
Form 2, Proposal Signature Form
Form 3, Public Contracting and Environmental Crimes Certification
Form 4, Conflict of Interest Disclosure Form
Form 5, Non-Collusion Affidavit
Form 6, Truth in Negotiation Certification

Form 7, Scrutinized Company Certification
Form 8, Insurance Statement
Form 9, Indemnity and Hold Harmless
Form 10, Anti-Human Trafficking Affidavit

E. TAB 4 – TRADE SECRETS

In Tab 4, Pursuant to Section A.28, Trade Secrets, identify any trade secret being claimed. **NOTE: Designation of the entire Proposal as "Trade 'Secret', 'Proprietary' or 'Confidential' is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered.**

Proposer must submit purported trade secret as follows:

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

F. 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.
   a. Address
   b. County, State, Zip
   c. Phone
   d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Provide supporting documentation from the certifying agent indicating Proposer is a certified Minority-owned Business Enterprise, if applicable.
9. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:
   a. Name

b. Phone
c. E-mail
d. Mailing Address
e. County, 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 (3) years.
11. Provide details of any ownership changes to Proposer's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
12. Detail Proposer's accessibility under Section 508 of the Rehabilitation Act strategies and processes as follows:
    a. Detail Proposer's strategies and approach to meeting the ADA accessibility compliance standards of Section 508 and/or WCAG 2.0 AA for all documents to be submitted under the Agreement.
    b. Briefly describe Proposer's ADA accessibility conformance testing process.

G. TAB 6 – PROPOSER AND TEAM'S EXPERIENCE (MAXIMUM POINTS 15)

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

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

8. Provide any additional information that would assist the County in the evaluation of Proposer and team's experience.

H. TAB 7 – APPROACH (MAXIMUM POINTS 30)

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

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFP.
2. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Exhibit 1. If more than one Proposer is jointly filing a Response, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of implementation plan and schedule. Provide an implementation schedule for each component of services.
4. Provide a narrative of the methodology for engaging with County representatives in-the-course of performing the duties.
5. Proposer shall thoroughly explain:
    a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.
    b. How Proposer physically plans on attending pre-scheduled meetings.
    c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement.
6. Provide a statement on company letterhead and signed by an authorized official of Proposer attesting to its commitment to meet the County's time and budget requirements for all assigned work.
7. Provide any additional information that would assist County in the evaluation of Proposer's approach to provide the required services.
8. Proposer's and any subconsultant's current workloads and any projected changes to the workload within the next one(1) year.

I. TAB 8 - CAPACITY (MAXIMUM POINTS 30)

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

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in Exhibit 1, Scope of Services.
2. An explanation of Proposer's technical ability to perform all facets of the scope as defined in Exhibit 1, Scope of Services.
3. Architecture and Navigation: Proposer's comprehensive redesign and an explanation as to why it will be successful and improve user experience.
4. Software Development Best Practices: Describe how Proposer's software resiliency (e.g., code backups) and reversibility (e.g., version control) is maintained.
5. Project Charter: Proposer's objectives of the project, its scope, the key stakeholders, roles and responsibilities, project risks, acceptance criteria and communication plan.
6. Project Timeline: Proposer's formal schedule for the project that will be agreed upon during the Discovery Phase of the project.

7. Details of implementation plan and schedule. Provide an implementation schedule for each component of the services. NOTE: Proposer must commit to a timetable of no more than nine (9) months for completion of the redesign and rebuild of a new mobile-first and mobile responsive website that is in accordance with Exhibit 1, Scope of Services.
8. Details of future needs and functionality to expand the usefulness of the website.
9. Design: Proposer's options for multilanguage support.
10. CMS Features: Name of the proposed CMS and supporting software and services used for the site.
11. CMS Features: Describe how the proposed CMS allows portability (e.g., exports) and reversibility (e.g., versioning, recycle bin, back-ups).
12. Hosting: Proposer's System Security Plan (SSP).
13. Hosting: Proposer's hosting service to be used; describe features of the service that improve performance (scaling, caching, etc.), auditability (e.g., logging), availability (e.g., geo-replication), regulatory (e.g., standards and certifications) and security (e.g., firewalls, DDS attack prevention, anti-virus/anti-malware, whitelisting).
14. Hosting: Describe the process for identifying, notification, and patching of low/medium/high/critical security vulnerabilities throughout the Cloud Computing Architecture.
15. Hosting: Identify who is notified/who maintains point of contact.
16. Hosting: Describe Proposer's financial penalties incurred for violating the terms of the service agreement.
17. Consultant's web service should prevent BradentonGulfIslands.com outages never last more than three (3) minutes. Consultant shall propose penalties to be imposed in the event of an outage greater than the agreed upon terms.
18. Disaster Recovery: Proposer's plan and strategies for web hosting backup and recovery performance. The proposed plan shall meet the requirements listed below. All required hardware, software, and network facilities shall be included in the proposal.
    a. Minimize the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) timeline with a maximum of one (1) hour for both.
    b. Provide fault tolerance and ensure data integrity.
    c. Provide evidence to transition to the backup system easily and seamlessly.
    d. Include a remote access located outside of the state of Florida.
    e. One (1) full scale test within four (4) months of installation; additional full-scale tests on an annual basis.
19. Provide a statement on company letterhead, signed by an authorized representative of the Proposer, certifying that the Proposer can meet the performance standards identified in Exhibit 1.
    a. Website uptime of no less than 99.7%, excluding approved scheduled maintenance periods.
    b. A documented disaster recovery and business continuity plan capable of meeting a Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of one (1) hour.
    c. Ongoing monitoring, maintenance, and support necessary to maintain these

performance standards throughout the term of the Agreement.
If the Proposer cannot meet any of the above performance standards, the Proposer shall clearly identify the exception(s) and provide an explanation.

20. Provide details on proposed Training and Testing as follows:
    a. Proposed Project Manager who will be available to present information and coordinate with BACVB staff. This will include a reasonable number of meetings to present design and development solutions.
    b. Proposed comprehensive testing plan, including quality assurance and regression testing across the project, including major browsers (Chrome, Safari, Firefox & Microsoft Edge) and mobile devices.
    c. Proposed comprehensive training plan for the BACVB's approval prior to site launch that includes technical and end user training.
    d. Proposed training and training manuals to understand the CMS, integrations, and other pertinent information.
21. Any additional information requested in Exhibit 1, Scope of Services, or any additional information not previously requested which Proposer believes would assist the County in the evaluation of Proposer's approach to provide the required services.

J. <u>TAB 9 - SIMILAR COMPLETED PROJECTS (MAXIMUM POINTS: 15)</u>

Provide a list of up to 5 projects, similar projects, which Proposer has provided services to other entities over the course of the last two (2) years. Include the following information:

a. Organization/Owner name
b. Address (County/State)
c. Project date (Start/End)
d. Proposer's role in the project (e.g., prime/lead, sub)
e. Scope of work (Brief description 1-2 sentences)
f. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section.

K. <u>TAB 10 – FEE PROPOSAL (MAXIMUM POINTS 10)</u>

In Tab 10, Proposer shall submit a completed copy of Exhibit 3, Fee Proposal.

1. Proposer shall provide a detailed breakdown of all costs associated with the redesign and rebuild of a new mobile-first and mobile responsive website.
2. Proposer shall provide a detailed breakdown of all costs for ongoing professional website management and maintenance services after the project is complete.
3. Proposer shall complete all applicable sections of Exhibit 3 and may attach supplemental pricing information if additional detail is necessary to explain proposed costs.
4. All required hardware, software, network facilities and other costs necessary to perform services described in Exhibit 1 shall be included in the Fee Proposal. Proposer shall provide pricing options for 24-hour customer service support, security, backup, redundancy, and connectivity.

If proposing optional services or additional enhancements not specifically requested by the County, such costs shall be separately identified.

END OF EXHIBIT 2

EXHIBIT 3, FEE PROPOSAL
RFP No. 26-R090222ED

Provide a detailed breakdown of all costs required for completion of the project (redesign and rebuild of a new mobile-first and mobile responsive website).

Provide a detailed breakdown of all costs for ongoing professional website management and maintenance services after the project is complete.

ITEM	DESCRIPTION	COST BREAKDOWN	FREQUENCY
1	Discovery (Pre-Launch)		One-Time
2	Content Design (Pre-Launch)		One-Time
3	Content Development (Pre-Launch)		One-Time
4	Maintenance		Annually
5	SEO/AI Driven Search Management		Monthly
6	Additional Services		Upon Request

END OF EXHIBIT 3

SAMPLE

AGREEMENT No. [number]

[TITLE]

between

MANATEE COUNTY
(COUNTY)

and

[CONTRACTOR NAME]
(CONTRACTOR)

AGREEMENT FOR [TITLE]

THIS AGREEMENT is made and entered into as of this [date] day of [month], 2024 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 9000 Town Center Parkway, Lakewood Ranch, Florida 34202, and **[COMPANY NAME]**, a [<enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.], (**"CONTRACTOR")** with offices located at [address], and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of [title]; and

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

WHEREAS, [this Agreement is a result of CONTRACTOR'S submission of a proposal/bid in response to Request for Proposal/Invitation for Bid No. number and COUNTY thereafter conducted a competitive selection process OR this Agreement is a sole source/single source contract] in accordance with the Manatee County Procurement Code.

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

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services ("Services"). "Task" as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

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

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Anti-Human Trafficking Affidavit
Exhibit E Insurance and Bond Requirements

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

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ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the Effective Date and remain in force for an initial term of [number of years], unless terminated by COUNTY pursuant to Article 9.

B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods.

ARTICLE 4. COMPENSATION

A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.

B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.

B. COUNTY shall approve of all invoices prior to payment.

C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.

D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.

E. All costs of providing the Services shall be the responsibility of CONTRACTOR.

F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to

SAMPLE

designate a different agent, provided that COUNTY is given advance written notice thereof.

B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.

C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.

D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.

E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.

F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.

I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation

SAMPLE

stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.

B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.

C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

SAMPLE

a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
b. Failure to perform the Services within the time specified in this Agreement; or
c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

   a. Stop the Services on the date and to the extent specified;
   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
   c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
   d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

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

SAMPLE

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the Services on an as-needed basis; and

D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in

SAMPLE

accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

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

ARTICLE 15. PUBLIC RECORDS

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

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records

SAMPLE

that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

BY PHONE: 941.742.5845
BY EMAIL: PUBLIC.RECORDS@MYMANATEE.ORG
BY MAIL: PO BOX 1000
BRADENTON, FLORIDA 34206
IN PERSON: MANATEE COUNTY
ATTN: RECORDS MANAGER
1112 MANATEE AVENUE WEST
BRADENTON FL 34205

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ARTICLE 16. INDEMNIFICATION

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

B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property

rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

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

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit E**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

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

SAMPLE

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

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

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

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

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

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

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

[Enter Name, Title]

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the

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performance of the Services.

ARTICLE 25. NOTICES

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

To COUNTY: Manatee County Government
[Division/Department]
Attn: [Title of Contact person]
[Address]
[City/State/Zip]
Phone: (941) [number]
Email: [email]

To CONTRACTOR: [Company Name]
Attn: [Title of Contact person]
[Address]
[City/State/Zip]
Phone: ([area code) [number]
Email: [email]

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

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ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

SAMPLE

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not

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employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. ANTI-HUMAN TRAFFICKING

CONTRACTOR shall provide County with a sworn affidavit signed by an officer or a representative of CONTRACTOR under penalty of perjury attesting that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 43. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

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

CONTRACTOR NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, a political subdivision of the State of Florida

_____
Purchasing Official

Date: _____

SAMPLE

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B**.

2. ESCALATION/DE-ESCALATION

<Contractor/Supplier> fees for <type of good/service> shall remain firm for a minimum of <years/months> after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the <identify the index source, index name, and the index number> change in most recent 12- month period. No more than price increase is allowed in a month period.

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

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

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

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

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

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

DATED this _____ day of _____, 20_____.

_____
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____ _____, 20____, by [NAME]_____, as [TITLE] _____ _____ of [CONTRACTOR]_____. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

_____
Notary Signature
Commission No. _____

Please return this completed and signed exhibit with your agreement.

SAMPLE

EXHIBIT D, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared _____, who was sworn and says that the following information is true and correct:

1. My name is _____ of _____. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

_____

Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this _____ day of _____, 2025, by _____, who

☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Please return this completed and signed exhibit with your agreement

SAMPLE

EXHIBIT E, INSURANCE AND BOND 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
- $100,000 Disease Policy Limit

SAMPLE

☒ ***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)

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☐ Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

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

☐ **Builder's Risk Insurance**
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Security Breach Liability
- $ Security Breach Expense Each Occurrence
- $ Security Breach Expense Aggregate
- $ Replacement or Restoration of Electronic Data
- $ Extortion Threats
- $ Business Income and Extra Expense
- $ Public Relations Expense

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

☐ **Hazardous Materials Insurance (As Noted Below)**
Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then

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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.

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Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

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

☐ **Bailee's Customer Liability Insurance**
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

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

☐ **Hull and Watercraft Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

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

☐ **Other [Specify]**

REQUIRED BONDS

☐ **Bid Bond**
A Bid Bond in the amount of $_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of $_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**
A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the

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award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

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, CONTRACTOR shall furnish the COUNTY with a

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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, 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

c. The project's solicitation number and title shall be listed on each certificate.

d. 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 including solicitation number and title with all notices.

e. 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.

f. 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.

g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.

h. 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.

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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 CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.

j. 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.

k. 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.

l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

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

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

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Failure to provide the required bonds on the prescribed form may result in CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR 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 CONTRACTOR or re-advertise this RFP.

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

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CONTRACTOR'S INSURANCE STATEMENT

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

Date: _____

Contractor's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.

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