

REQUEST FOR PROPOSALS
NO. 22-R080035BB
WI-FI IMPLEMENTATION SERVICES
SEPTEMBER 23, 2022

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



**ADVERTISEMENT
REQUEST FOR PROPOSALS NO. 22-R080035BB
WI-FI IMPLEMENTATION SERVICES**

Manatee County, a political subdivision of the State of Florida (County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers) to provide Wi-Fi implementation 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 **October 26, 2022 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

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 Proposals to the Manatee County Procurement Division is October 9, 2022. 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: Brooke Baker, Procurement Team Leader

(941) 748-4501, Ext. 3039, Fax (941) 749-3034
Email: brooke.baker@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 INFORMATION CONFERENCE

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

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **October 26, 2022 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

Proposals 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.

Effective Monday, August 1, 2022, all visitors coming into the Administration Building will need to check in with 311 staff on the first floor by the main entrance to obtain a visitor's badge to access all floors. Badges will be signed out and provided by 311 staff members. Visitors will be instructed to turn the badge in to the 311 staff upon departure.

A.03 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Interested parties may attend the proposal opening.

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 proposal clearly identifying Proposer and marked “ORIGINAL”.
- One (1) electronic original proposal clearly identifying Proposer and marked “ORIGINAL”. Electronic original proposal must be identical to the bound original proposal.

Electronic format copy must be submitted on a universal serial bus (USB) portable flash memory drive 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 format copy. Electronic format copy must be identical 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. 22-R080035BB, Wi-Fi Implementation 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
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

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, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

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

A.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.10.

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:

PHONE: (941) 742-5845

EMAIL: DEBBIE.SCACCIANOCE@MYMANATEE.ORG

**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 Proposals 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 this Request for Proposals 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 redacted from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.

Proposer shall provide an additional electronic copy of its Proposal that redacts all information designated as trade secret. The electronic redacted Proposal must be identical to the bound and electronic original Proposal with all information designated as trade secret redacted.

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 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.33 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.34 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 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The 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.35 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.36 SOLICITATION SCHEDULE

The following 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	October 9, 2022
Final Addendum Posted	October 19, 2022
Proposal Due Date and Time	October 26, 2022 by 3:00 P.M., ET
Technical Evaluation Meeting	TBA
Interviews/Demonstrations/Presentations	TBA
Final Technical Evaluation Meeting	TBA
Projected Award	December of 2022

END OF 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	30
Organizational Structure & Capacity	30
Approach	30
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 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 OF 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.

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 OF SECTION C

SECTION D, FORMS

FORM 1 - ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

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

Print or type Proposer’s information below:

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

FORM 2 - PROPOSAL SIGNATURE FORM

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 an agreement.

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

**FORM 3 – PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION**

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

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

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

for _____
[name of entity submitting sworn statement]

whose business address is: _____

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

I, 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.

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM

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

FORM 5 - NON-COLLUSION AFFIDAVIT

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 Qualifications, 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 City 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 Public Signature

Commission Expiration Date

Notary Public Stamp or Seal

FORM 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

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: _____

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION

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

FORM 8 - INSURANCE REQUIREMENTS

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
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

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

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

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

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

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

Un-Manned Aircraft Liability Insurance (Drone)

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

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

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

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

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

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

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

Builder's Risk Insurance

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

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

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

Cyber Liability Insurance

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

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

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

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

When applicable, 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)

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.

[Remainder of Page Intentionally Left Blank]

FORM 8 - INSURANCE STATEMENT

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: _____

FORM 9 - INDEMNITY AND HOLD HARMLESS

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: 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

SECTION E, EXHIBITS

EXHIBIT 1, SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

Manatee County Government is seeking contractual services to provide Wi-Fi coverage in three County parks. Since the onset of the COVID-19 pandemic, accessibility to the internet has been identified as imperative for citizens to maintain a quality of life. Access to public safety information, health providers, education, and transactional financial activities, via the internet, has proved to be an invaluable asset to Manatee County citizens. Manatee County Government will utilize recently approved American Recovery Plan (ARP) dollars to complete this project; the County parks chosen for this effort are identified as highest need areas due to a high incident of reported COVID-19, HUD designated area, Racially or Ethnically Concentrated Areas of Poverty (RECAP), and/or a Qualified Census Tract.

The successful Proposer, hereinafter in this Scope of Services referred to as “Contractor” shall deliver a full turn-key approach to successfully design, plan, and install required hardware and software.

1.02 SCOPE

Contractor shall furnish the design for approval, all equipment, labor, materials, supplies, licensing, project timeline, and other components necessary to successfully provide Wi-Fi access included, but not limited to the areas identified as Amenities below. It is the intent of the County to provide access to internet services via Manatee County Government public Wi-Fi, utilizing Single Mode (SM) Fiber.

Manatee County Parks included in this Scope:

- A. East Bradenton Aquatics Center – Approximately 7 Acres
1119 13th Street East, Bradenton, 34208
Amenities: Aquatics Area, Covered Picnic Tables, Pavilion, Softball Field Area, Highly Desirable: Basketball Court and Playground Area. See map in this Exhibit for reference.

- B. Blackstone Park – Approximately 33 Acres
2112 14th Avenue West, Palmetto, 34221
Amenities: Dog Parks, Soccer and Softball fields, North Pavilion, Pavilion 2 and 3, Skate Park, Racquetball Court, and Playground Area. Little League Baseball Area. See map in this Exhibit for reference.

- C. Pride Community Park – Approximately 12 Acres
6032 9th Street East, Bradenton, 34203
Amenities: Large Baseball Pavilion, Small Baseball Pavilion, Northeast Pavilion, Splash Park Pavilion, and Volleyball Pavilion. Highly desirable: Playground. See map in this Exhibit for reference.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following:

- A. Complete plan design and hardware specifications for County approval.
- B. Radio / coverage design in accordance with access point manufacturer design guides and best practices for coverage.
- C. SM 24 count – mode OSP loose tube cable installed in a 2” HDPE conduit to be tied into the existing BCC fiber optic network (per park).
- D. Provide Wall Racks, UPS, PoE switches, Access Points with external antenna(s), mounting materials, patch cables (per park).
- E. Radio / coverage design in accordance with Arista best practices.
- F. Physical installation including protection from elements, pests, vandals, etc.
- G. All cabling to be labeled, tested to appropriate standards. All exposed cabling to be appropriately UV and moisture resistant, installed with drip loops as appropriate, etc.
- H. Wi-Fi availability throughout the parks identified in Section 1.02.

1.04 SERVICE REQUIREMENTS

Contractor’s services shall include but are not limited to:

- A. Coordination of all design, planning, and installation activities.
- B. Installation of all equipment required to meet Section 1.02, 1.03, and 1.05 criteria.
- C. Provide digital weekly updates to the assigned County primary point of contact.
- D. All work activities shall be in accordance with park hours, excluding Saturday, Sunday, and Holidays.
- E. Provide a full turn-key solution for Wi-Fi per park incorporating, but not limited to, Section 1.06.

1.05 TECHNICAL REQUIREMENTS

Contractor shall meet the following technical specifications:

- A. 24 count, Single-mode, OSP, loose tube fiber optic cable installed in a 2” HDPE conduit to be tied into the existing BCC fiber optic network (per park). Conduit is to be at a minimum depth of 36 inches, directional bored or trenched as required. Specific fiber termination scheme will be discussed with the successful Proposer. Upon completion all installs fiber test results will be provided in pdf format to the ITS Department as well as As-Builts for conduit path and depths.
- B. Electrical installation in accordance with all relevant code including NEC, with appropriate transient suppression, grounding, etc.
- C. Wall rack shall be APC AR109SH4.
- D. UPS shall be APC SMTL750RM2UC with APC AP9640 installed.
- E. Switch shall be Arista 720XP-24Y6 or 720XP-48Y6 with (2) 25GBASE-LR transceivers per switch.
- F. Access points shall be Arista O-235 or O-235E as appropriate for location.
- G. Antennas shall be selected from Arista’s current list of supported and compatible models as appropriate for location and coverage requirements.

- H. Outdoor enclosures, if required, shall be NEMA rated, radio transparent, locking style Ventev V242410-L-O or equivalent.

1.06 EXPECTED OUTCOMES OR DELIVERABLES

Contractor shall:

- A. Conduct site surveys at the three listed park locations (section 1.02) with a Manatee County Information Technologist representative to review County intentions for coverage.
- B. Approved design that includes hardware specifications (section 1.05), Access Point (AP) locations and anticipated coverage per AP (per park).
- C. Approved plan and timeline for implementation activities.
- D. Approved Configuration and installation (per park).
- E. Service turn-up and acceptance (per park).
- F. Provide survey report confirming installation and coverage for each location from AirMagnet or Ekahau.
- G. Provide complete turnover documentation including inventory report, licenses, and software, and as described in Section 1.05.

1.07 COUNTY RESPONSIBILITIES

County shall:

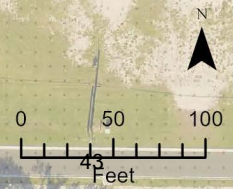
- A. Accompany Contractor for on-site surveys for the parks listed in Section 1.02.
- B. Provide a primary point of contact for coordination, specifications, and miscellaneous inquiries.
- C. Provide approval or reason for rejection for deliverables listed in 1.06 within seven (7) business days of receipt.

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EAST BRADENTON PARK, 7.60 ACRES

Park Boundary
 Building (6)
 Area of Interest (4)

Building ID	Short Name of Building
1416	Covered Picnic Tables
1659	Office and Locker Rooms
110	Pavilion
42	Pump Room
43	Restroom
40	Storage

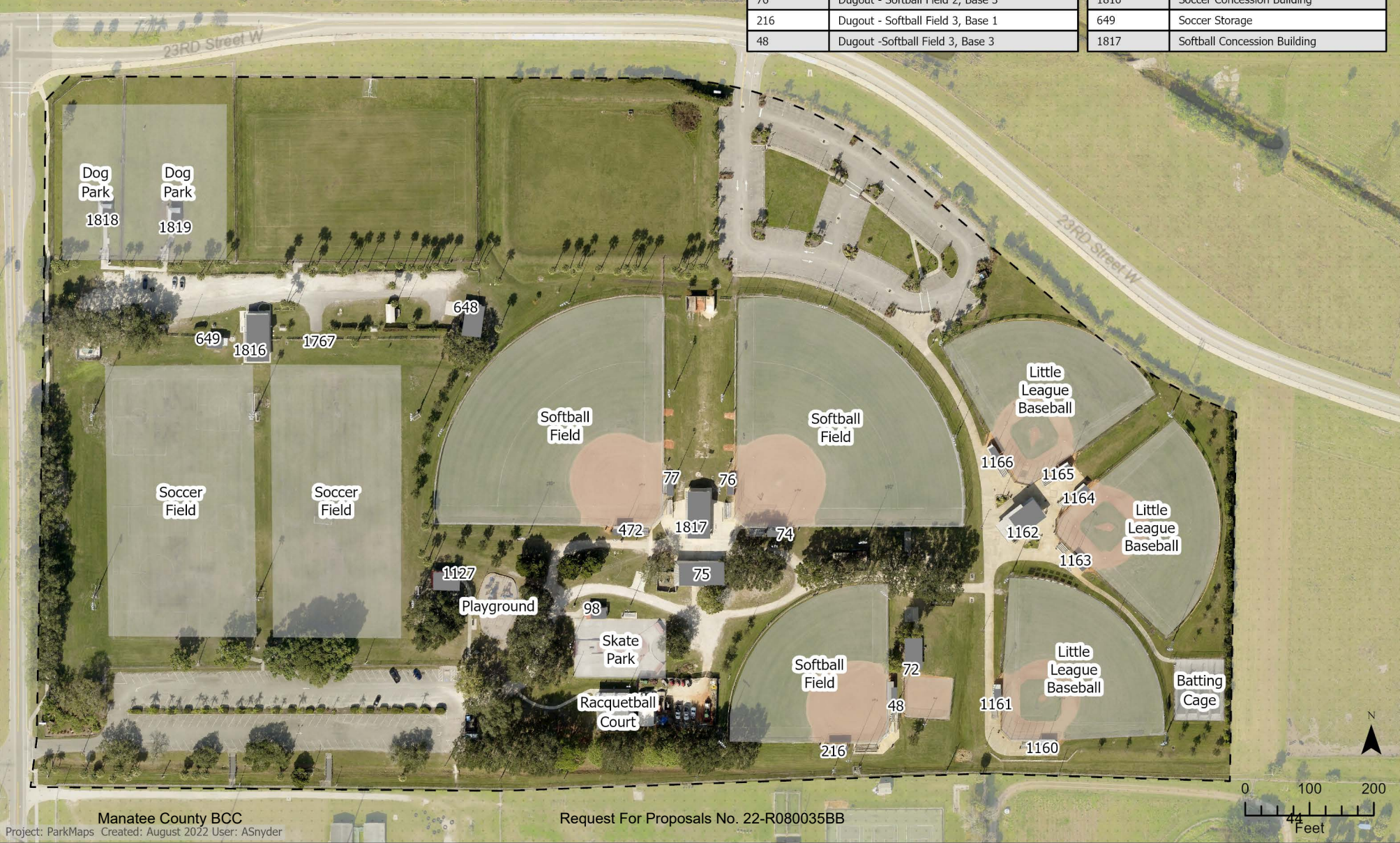


BLACKSTONE PARK, 33.03 ACRES

Park Boundary
 Building (24)
 Area of Interest (15)

Building ID	Short Name of Building
1165	Dugout - Little League Baseball Field 1 -Base 1
1166	Dugout - Little League Baseball Field 1 -Base 3
1163	Dugout - Little League Baseball Field 2 -Base 1
1164	Dugout - Little League Baseball Field 2, Base 3
1160	Dugout - Little League Baseball Field 3 -Base 1
1161	Dugout - Little League Baseball Field 3 -Base 3
77	Dugout - Softball Field 1, Base 1
472	Dugout - Softball Field 1, Base 3
74	Dugout - Softball Field 2, Base 1
76	Dugout - Softball Field 2, Base 3
216	Dugout - Softball Field 3, Base 1
48	Dugout -Softball Field 3, Base 3

Building ID	Short Name of Building
1819	Large Dog Park Pavilion
1162	Little League Concession and Restrooms
75	Maintenance and Restroom
648	North Pavilion
72	Pavilion 2
1127	Pavilion 3
1767	PNR Storage
98	Skate Park Storage
1818	Small Dog Park Pavilion
1816	Soccer Concession Building
649	Soccer Storage
1817	Softball Concession Building



PRIDE PARK, 12.48 ACRES

Park Boundary
 Building (9)
 Area of Interest (6)

Building ID	Short Name of Building
527	Baseball Field, Base 1
528	Baseball Field, Base 3
571	Large Baseball Pavilion
1144	Northeast Pavilion
1156	Park Maintenance
572	Restroom and Maintenance
529	Small Baseball Pavilion
78	Splash Park Pavilion and Restrooms
647	Volleyball Pavilion



END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS

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

2.01 INFORMATION TO BE SUBMITTED

The contents of the Proposal must 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.

The contents of the sealed Proposal package must include:

1. One (1) bound original Proposal clearly identifying Proposer and marked “ORIGINAL”.
2. One (1) electronic original Proposal clearly identifying Proposer and marked “ORIGINAL”. Electronic original Proposal must be identical to the bound original Proposal.

Electronic Proposals must be submitted on a universal serial bus (USB) portable flash memory drive or a compact disc (CD) in Microsoft Office® or Adobe Acrobat® portable document format (PDF) in one (1) continuous file that includes all required tab sections listed below. Do not submit a Proposal with separate files for each tab section. Do not password protect or otherwise encrypt the electronic Proposal. The electronic original Proposal must be identical to the bound original Proposal.

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

2.02 PROPOSAL FORMAT

TAB 1 – INTRODUCTION

Page Limit: 5 Pages

In Tab 1, Proposer shall provide the following:

1. A cover page that identifies the Proposer, the RFP by title, and the RFP number.
2. An introductory letter that describes your Proposal in summary form.
3. A table of contents.

TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2, Proposer shall provide the information and documentation requested below that confirms Proposer meets the following minimum qualification requirements:

1. Proposer must have successfully completed Wi-Fi implementation projects, similar in size and scope as defined in this RFP, for at least five (5) commercial clients each of which included the following components: project design; project planning; project management; and installation of all required hardware, software, and other equipment. The projects must have been completed within the last five (5) years.

Proposer must provide the information below for each of the five (5) qualifying commercial clients/projects:

- a. Client company name
- b. Client address
- c. Client contact name and title
- d. Client contact phone number
- e. Client contact email address
- f. Brief description of the project completed and outcome (2-3 sentences)
- g. Duration dates of the project or contract (start/end dates)
- h. Total dollar value of contract

2. Proposer is not on the Florida Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify.

3. 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.

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

If Proposer is a joint venture, Proposer must provide a copy of its approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, Proposer must provide a statement to that effect.

5. Proposer has no reported conflicts of interest in relation to this RFP.

If Proposer has no reported conflicts of interest in relation to this RFP, Proposer must complete Form 4 and submit with its Proposal. If Proposer has reported

conflicts of interest in relation to this RFP, Proposer must provide a statement to that effect and disclose the name of any officer, director, or agent who is an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.

TAB 3 – FORMS

In Tab 3, Proposer shall provide the following completed and executed Forms:

1. Form 1, Acknowledgement of Addenda
2. Form 2, Proposal Signature Form
3. Form 3, Public Contracting and Environmental Crimes Certification
4. Form 4, Conflict of Interest Disclosure Form
5. Form 5, Non-Collusion Affidavit
6. Form 6, Truth-in-Negotiation Certificate
7. Form 7, Scrutinized Company Certification
8. Form 8, Insurance Statement
9. Form 9, Indemnity and Hold Harmless Form

TAB 4 - TRADE SECRETS

Proposer shall submit trade secrets as follows:

1. In Tab 4, Proposer shall list all trade secrets being claimed. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall provide a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.
2. If Proposer is claiming any trade secrets, Proposer shall submit an additional electronic copy of its Proposal that redacts all information designated as trade secret. The electronic redacted Proposal shall have a watermark or stamp identifying the Proposal as the redacted copy. The electronic redacted Proposal must be identical to the bound and electronic original Proposal with all information designated as trade secret redacted.
3. Trade secret requests made after the Due Date and Time for submission of Proposals in response to this RFP are not permitted. 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. For more information on trade secrets, refer to Section A.28.

TAB 5 – STATEMENT OF ORGANIZATION

Page Limit: 10 Pages

In Tab 5, Proposer shall provide the following:

1. Proposer's legal contracting name including any doing business as (DBA) name.
2. Proposer's state of organization or incorporation.
3. Proposer's ownership structure of its company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation).

4. Proposer's 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. Note: Local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas, or Sarasota counties. Proposer shall include the following:
 - a. Address
 - b. City, State, Zip
 - c. Phone
 - d. Number of Years at Location
7. List of officers, owners, partners, or managers of Proposer's company. Include names, addresses, email addresses, and phone numbers.
8. 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 the RFP process to include the following information:
 - a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address
 - e. City, State, Zip
10. 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 subconsultants is or has been involved within the last three (3) years.
11. 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 for submission of Proposals in response to this RFP (e.g., mergers, acquisitions, changes in executive leadership).

TAB 6 – PROPOSER & TEAM'S EXPERIENCE

Page Limit: 30 Pages

Maximum Points: 30

In Tab 6, Proposer shall provide the following:

1. Proposer's background, size, and years in business.
2. Proposer's experience in Wi-Fi implementation projects, similar in size and scope as defined in this RFP, for other government agencies, particularly those within Florida.
3. Identify and include information regarding experience and qualifications of Proposer's key staff and Project Management Team to be assigned to the services. Include a resume for each with the name of the firms 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.
4. Identify any proposed subconsultants to accomplish the work. Include the company name, the name of the individuals to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of Wi-Fi implementation services for the County.
 5. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subconsultants for previous similar services.
 6. Any additional information not previously requested which Proposer believes would assist the County in the evaluation of Proposer's experience to provide the required services.
 7. A minimum of five (5) commercial client references for which Proposer has completed Wi-Fi implementation projects, similar in size and scope as defined in this RFP, each of which included the following components: project design; project planning; project management; and installation of all required hardware, software, and other equipment. The projects must have been completed within the last five (5) years. Proposer shall provide the following for each client reference:
 - a. Client company name
 - b. Client address
 - c. Client contact name and title
 - d. Client contact phone number
 - e. Client contact email address
 - f. Brief description of project provided and outcome (2-3 sentences)
 - g. Duration dates of the project or contract (start/end dates)
 - h. Total dollar value of contract

NOTE: Proposer may utilize the same references as utilized in Tab 2, Minimum Qualification Requirements.

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

TAB 7 – ORGANIZATIONAL STRUCTURE & CAPACITY

Page Limit: 20 Pages

Maximum Points: 30

In Tab 7, Proposer shall provide the following:

1. Details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately, by discipline and the number of personnel within each discipline.
2. If Proposer's staffing resources includes subconsultants, provide the names of the firms who will perform the services to the County.
3. An organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in

- the organizational diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
4. If Proposer is teaming with other entities to provide the required services, detail any prior similar work any two or more team members have jointly performed.
 5. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
 6. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a Proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
 7. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
 8. Proposer's and any subconsultant's current workloads and any projected changes to the workload within the next six (6) months.
 9. Any additional information not previously requested which Proposer believes would assist the County in the evaluation of Proposer's capacity to provide the required services.

TAB 8 – APPROACH

Page Limit: 30 Pages

Maximum Points: 30

In Tab 8, Proposer shall provide the following:

1. A narrative of Proposer's 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. Proposer's formal schedule and timeline for the project.
4. Details of implementation plan and schedule. Provide an implementation schedule for each component of the project.
5. A narrative of the methodology for engaging with County representatives in-the-course of performing the services.
6. 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.

7. 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.

TAB 9 – FEE PROPOSAL

Maximum Points: 10

In Tab 9, Proposer shall provide the following:

1. Exhibit 3, Pricing Forms, completed and signed by Proposer.
2. Proposer's own Pricing Proposal (supplemental to Exhibit 3) that includes:
 - a. Detailed breakdown of all costs required for completion of the project.
 - b. If applicable – Detailed breakdown of all costs required for ongoing management and maintenance services after the project is complete.

END OF EXHIBIT 2

EXHIBIT 3, PRICING FORMS

EAST BRADENTON AQUATICS CENTER

Line Item No.	Description	Proposer's Price
1	Pursuant to the requirements identified in Exhibit 1, Contractor shall conduct site surveys with the Designated Manatee County Representative to review County intentions for coverage at the East Bradenton Aquatics Center. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 1 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work	\$ _____
2	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide its design that includes network requirements, hardware, and software specifications, Access Point (AP) locations, and anticipated coverage per AP for the East Bradenton Aquatics Center. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 2 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
3	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide its plan and timeline for implementation activities for the East Bradenton Aquatics Center. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 3 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
4	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide configuration and all installation for the East Bradenton Aquatics Center. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 4 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
5	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide service turn-up and acceptance for the East Bradenton Aquatics Center. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 5 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
6	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide a survey report confirming installation and coverage from AirMagnet or Ekahau for the East Bradenton Aquatics Center. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 6 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
7	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide complete turnover documentation including inventory report, licenses, and software for the East Bradenton Aquatics Center. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 7 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____

Proposer's Signature: _____ Signature Date: _____

Printed Name and Title: _____

BLACKSTONE PARK

Line Item No.	Description	Proposer's Price
1	Pursuant to the requirements identified in Exhibit 1, Contractor shall conduct site surveys with the Designated Manatee County Representative to review County intentions for coverage at the Blackstone Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 1 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work	\$ _____
2	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide its design that includes network requirements, hardware, and software specifications, Access Point (AP) locations, and anticipated coverage per AP for the Blackstone Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 2 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
3	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide its plan and timeline for implementation activities for the Blackstone Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 3 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
4	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide configuration and all installation for the Blackstone Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 4 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
5	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide service turn-up and acceptance for the Blackstone Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 5 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
6	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide a survey report confirming installation and coverage from AirMagnet or Ekahau for the Blackstone Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 6 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
7	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide complete turnover documentation including inventory report, licenses, and software for the Blackstone Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 7 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____

Proposer's Signature: _____ Signature Date: _____

Printed Name and Title: _____

PRIDE COMMUNITY PARK

Line Item No.	Description	Proposer's Price
1	Pursuant to the requirements identified in Exhibit 1, Contractor shall conduct site surveys with the Designated Manatee County Representative to review County intentions for coverage at the Pride Community Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 1 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work	\$ _____
2	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide its design that includes network requirements, hardware, and software specifications, Access Point (AP) locations, and anticipated coverage per AP for the Pride Community Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 2 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
3	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide its plan and timeline for implementation activities for the Pride Community Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 3 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
4	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide configuration and all installation for the Pride Community Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 4 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
5	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide service turn-up and acceptance for the Pride Community Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 5 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
6	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide a survey report confirming installation and coverage from AirMagnet or Ekahau for the Pride Community Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 6 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____
7	Pursuant to the requirements identified in Exhibit 1, Contractor shall provide complete turnover documentation including inventory report, licenses, and software for the Pride Community Park. All work shall be performed in accordance with Exhibit 1. All work required for completion of Line Item No. 7 shall be approved by the Designated Manatee County Representative before commencement of the work and after completion of the work.	\$ _____

Proposer's Signature: _____ Signature Date: _____

Printed Name and Title: _____

END OF EXHIBIT 3

EXHIBIT 4, ADDITIONAL REQUEST FOR PROPOSALS (RFP) PROVISIONS

MANATEE COUNTY – SPECIAL PROVISIONS – FEDERAL GRANTS – AMERICAN RESCUE PLAN - TERMS AND CONDITIONS

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

A. Termination for Cause

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement (Work Assignments, if applicable), to include:
 - a. Failure to provide the Work that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
 - b. Failure to deliver or perform the Work within the time specified in the agreement; or
 - c. Progress 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 CONSULTANT, affording CONSULTANT 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 CONSULTANT in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of the Agreement.
4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’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, CONSULTANT 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, CONSULTANT shall:
 - a. Stop the Work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Work;
 - c. Transfer all work in process, completed Work, and other materials related to the terminated Work as directed by COUNTY; and
 - d. Continue and complete all parts of the Work that have not been terminated.

B. Termination for Convenience

COUNTY may terminate this Agreement, in whole or in part, or individual Work Assignments without cause. COUNTY shall provide CONSULTANT 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, CONSULTANT shall be entitled to payment for all Work 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 CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed Work.

C. Equal Opportunity Employment

In accordance with 41 C.F.R. §60-1.4(b), the County hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)

To the extent applicable, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. Contractor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended

To the extent possible, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Contractor shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. Suspension and Debarment (Executive Orders 12549 and 12689)

Contractor states that Contractor is not listed on the government-wide exclusions in the federal government’s System for Award Management (SAM). Such listing would prevent performance of this Agreement in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. Byrd Anti-Lobbying Amendment (31U.S.C. 1352)

Contractor agrees to file any required anti-lobbying certification required for agreements funded by Federal grants. Contractor agrees and certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor agrees to disclose any lobbying with non-Federal funds that takes place in connection with obtaining this Agreement or any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Domestic preferences for procurement. (2 CFR Part 200.322)

Contractor agrees to, as appropriate, to the extent consistent with law, and to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or product under this award.

I. Minority/Women-owned/Labor Surplus Firms' Participation

In accordance with the requirements as stated in C.F.R. 200.321, the County encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms. Contractor understands that this Agreement may be funded, in whole or in part, by Federal award(s) and, accordingly, agrees to comply with CFR 200.321 and take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, by the Contractor, Contractor shall be required to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

END OF EXHIBIT 4