

INVITATION TO NEGOTIATE  
NO. 22-R078729JE  
WATER TAXI SERVICES  
MARCH 1, 2022

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Suite 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT  
INVITATION TO NEGOTIATE No. 22-R078729JE  
WATER TAXI SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide water taxi services, as specified in this Invitation to Negotiate (ITN) to include water taxi services from downtown Bradenton to locations in Anna Maria Island, Holmes Beach, Bradenton Beach, and Coquina Beach.

**DATE, TIME AND PLACE DUE**

The Due Date and Time for submission of Proposals in response to this ITN is **March 30, 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 will be no Solicitation Information Conference for this solicitation.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Negotiate to the Manatee County Procurement Division is March 15, 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:**

Jacob Erickson, MBA, CPPO, NIGP-CPP  
Procurement Official

(941) 749-3053, Fax (941) 749-3034  
Email: [jacob.erickson@mymanatee.org](mailto:jacob.erickson@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

**AUTHORIZED FOR RELEASE:**

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### **Section D, Forms** (to be executed and return with the Proposal)

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

### **Section E, Exhibits**

Exhibit 1	Scope of Services	
Exhibit 2	Proposal Response Requirements	
Exhibit 3	Sample Agreement	

## **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 will be no Solicitation Information Conference for this solicitation.

### **A.02 PROPOSAL DUE DATE**

The Due Date and Time for submission of Proposals in response to this Invitation to Negotiate (ITN) is **March 30, 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.

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

### **A.03 PUBLIC OPENING OF PROPOSALS**

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time.

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

### **A.04 SUBMISSION OF PROPOSALS**

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

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

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

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: ITN No. 22-R078729JE, Water Taxi 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 Government  
Administrative Building, Suite 803  
Procurement Division  
1112 Manatee Avenue West  
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 ITN are distributed electronically and available for download at no charge at [www.mymanatee.org](http://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 ITN 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 ITN 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 ITN 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 ITN 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 ITN 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 ITN shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential Proposers via an addendum to this ITN.

If the Proposer requests modifications to the ITN 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 ITN such Proposer will be disqualified from consideration for this ITN 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 Procurement 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 Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a

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

**A.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 ITN 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 ITN. 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 ITN, 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 Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

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

are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

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

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

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

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

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

- 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 ITN, 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 Procurement Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

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

#### **A.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](mailto: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](http://www.mymanatee.org) > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

<b>Scheduled Item</b>	<b>Scheduled Date</b>
Question and Clarification Deadline	March 15, 2022
Final Addendum Posted	Approximately March 18, 2022
Proposal Due Date and Time	March 30, 2022 by 3:00 P.M., ET
Technical Evaluation Meeting	April 13, 2022 at 1:00 PM
Presentations (if conducted)	TBD
Final Technical Evaluations	TBD
Projected Award	Dependent Upon Negotiations

**END SECTION A**

## **SECTION B, EVALUATION OF PROPOSALS**

### **B.01 EVALUATION**

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

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

### **B.02 EVALUATION CRITERIA**

The following evaluation criteria have been established for this ITN.

<b>Criteria</b>	<b>Maximum Score</b>
Proposer & Team's Experience	15
Capability and Skill	25
Approach to Services	20
Fee Proposal	25
Innovative Approaches and Alternatives	15

### **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 ITN 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 ITN 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 Procurement Official,
- d. Reject all proposals received and cancel the Invitation to Negotiate,
- e. Receive written clarification of proposal.

**END SECTION B**

## **SECTION C, NEGOTIATION OF THE AGREEMENT**

### **C.01 GENERAL**

- a. The proposal will serve as a basis for negotiating an agreement but may not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Invitation to Negotiate 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.
- d. Proposer has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Scope.
- e. Proposer is familiar with and has satisfied itself as to all Federal, State, and local laws and regulations that may affect cost, progress, performance and furnishing of the Scope.
- f. The submission of a proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement concerning the ITN and that without exception the Proposer's proposal is premised upon performing and furnishing the Scope required by the ITN documents in its entirety, which are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance.

### **C.02 NEGOTIATION**

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

The negotiation process is designed to establish the terms, conditions and covenants of the contract and assure the County obtains the best value.

The negotiations may be conducted as a single negotiation or with multiple Proposers. Negotiations with multiple proposers may occur either concurrently or consecutively.

The meetings held between the County and the Proposer(s) during the negotiation phase are exempt from being held as public meetings by Section 286.0113(2)(a)2(b)1., Florida Statutes.

Negotiation strategy meetings held by the County's negotiation team are exempt by Section 286.0113(2)(a)2(b)2, Florida Statutes.

If negotiations have reached an impasse with all proposers invited to negotiate, the County has the option to reject all proposals and cancel the ITN, to reject all proposals and reissue the ITN, or to use some other procurement method.

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 selected Proposer or Proposers shall be required to negotiate a contract, in a form and with provisions acceptable to Manatee County.

The negotiated contract may or may not include elements of this ITN or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The contract must be in writing and signed by the parties. Oral agreements, offers, or other discussions between the County and a Proposer or any employee or officer of the County shall not constitute a valid or binding contract.

County will provide the final negotiated contract to the selected Proposer for execution. The selected Proposer shall sign and deliver the contract to the County.

**C.05 AWARD**

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

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

**END SECTION C**

**FORM 1 - ACKNOWLEDGMENT OF ADDENDA**  
**ITN No. 22-R078729JE**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer's information below:

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

**FORM 2 - PROPOSAL SIGNATURE FORM**  
**ITN No. 22-R078729JE**

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 ITN; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this ITN, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this ITN as Exhibit 3. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer's information below:

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

**FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES  
CERTIFICATION  
ITN No. 22-R078729JE**

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**  
**ITN No. 22-R078729JE**

The award of an agreement resulting from this ITN 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 ITN.

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

Acknowledged and attested to by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**Return this fully executed form with the Proposal.**

**FORM 5 - NON-COLLUSION AFFIDAVIT**  
**ITN No. 22-R078729JE**

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:

ITN 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 Signature \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public (State): \_\_\_\_\_

My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_  
SEAL

**FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE**  
**ITN No. 22-R078729JE**

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**  
**ITN No. 22-R078729JE**

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**  
**ITN No. 22-R078729JE**

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:

- \$2,000,000 Single Limit Per Occurrence
- \$4,000,000 Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$2,000,000, 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:

- \$ 2,000,000 Each Occurrence
- \$ 4,000,000 General Aggregate
- \$ 50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ 2,000,000 Third Party Property Damage
- \$           Project Specific Aggregate (Required on projects valued at over \$10,000,000)

**Other [Specify]**

**BOND REQUIREMENTS**

**Bid Bond**

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

**Payment and Performance Bond**

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

## INSURANCE REQUIREMENTS

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

#### **Commercial General Liability and Automobile Liability Coverages**

1. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the 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.
2. 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.
3. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

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

### II. General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer'S obligation to provide and maintain the insurance coverage specified.
11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

## BONDING REQUIREMENTS

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

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

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

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

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the Successful Proposer until the Successful Proposer has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of

this Agreement with the premiums paid by the Successful Proposer. Failure of the Successful Proposer to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible Successful Proposer or re-advertise this ITN.

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

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**FORM 8, INSURANCE STATEMENT  
ITN NO. 22-R078729JE**

**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 ITN within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**Return this signed statement with your proposal.**

**FORM 9, INDEMNITY AND HOLD HARMLESS  
ITN No. 22-R078729JE**

**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

**EXHIBIT 1, SCOPE OF SERVICES**  
**ITN NO. 22-R078729JE**

**1.0 PURPOSE**

The purpose of this Invitation to Negotiate is to acquire a qualified vendor (hereinafter Contractor) with requisite experience, to provide Manatee County (COUNTY) with a Water Taxi service that at a minimum provides connections from a location in Downtown Bradenton to locations in Anna Maria Island, Holmes Beach, Bradenton Beach, and Coquina Beach. The proposed service will be in partnership with the COUNTY and provide a water-borne transportation alternative that provides safe, clean, affordable, consistent, on-time, and Americans with Disabilities (ADA)-accessible vehicles/service for the benefit of all tourists, employees, and residents.

The Contractor shall be solely responsible for providing the vessel(s) and paying materials, tools, fuel, equipment, labor, as well as professional and non-professional services and shall perform all other acts and supply all other goods and services necessary to fully and properly complete the stated scope of work detailed herein.

**2.0 SCOPE OF WORK**

The Contractor shall operate and maintain a turnkey, year-round Water Taxi service on behalf of Manatee County, including the provision of commercial-type maritime vessels. Contractor-provided vessels shall be suitable for safe docking and passenger loading/unloading between stop locations and shall follow all United States Coast Guard (USCG) and all other applicable maritime laws.

**2.1 Operational Goals**

1. Operate a Water Taxi service that includes one route from Downtown Bradenton to a stop(s) on Anna Maria Island (Anna Maria Island Pier) and/or Holmes Beach (King Fish Boat Ramp). An additional hop-on/hop-off service route, which may be interlined with the downtown routing, is requested that connects shorter “hop-on, hop-off” service to/from above locations in Anna Maria Island and Holmes Beach, with additional connections to Bradenton Beach (Bridge Street Historical Pier) and Coquina Beach (North Boat Ramp).
2. Provide a Water Taxi service that is safe, pleasant, ADA-accessible, and an affordable alternative for tourists, employees, and residents in Manatee County.
3. Contribute to easing the parking and traffic congestion issues experienced both on the island and surrounding areas.
4. Maintain and develop positive relationships with the public, private property owners, local governments, Chambers, and any other businesses to increase economic development opportunities and encourage Water Taxi use.

5. Provide USCG-certified vessel(s) that are clean, safe, accessible, and offer the passenger an enjoyable experience.
6. Work with County, municipal, marina, and other business staff in determining and securing use of required infrastructure and locations for docking facilities.
7. Service proposal for high tourist season (November-April) will be based on market conditions, with a defined service span. Out-of-Season operation (May-October) will be also based on market conditions. All service proposals shall compliment MCAT's existing fixed route bus system days and span of service when possible.

## **2.2 Service Specifications and Standards**

1. The Contractor will provide daily fixed route operations of a Water Taxi service with fixed route schedules, timetables, and a clear and concise fare structure.
2. Define planned service plan, including recommended service span, hours of operation, headways, and other service details.
3. Provide a Concept of Operations Plan that details all hours of service, conditions of when full/partial/no service can be provided, and all contingency plans.
  - a. Adapt services and/or stop locations based on changes in demand, construction and service worker shifts, special events, weather, infrastructure, emergencies, or other factors when determined feasible by the County and local municipalities.
4. Coordinate all deviations from fixed schedule with County staff.
5. Include recommended fee structure in the proposal that matches the final service plan(s). The County will have final approval on a final fee structure.
6. Contractor will recognize and utilize the County's contactless fare system Token Transit, as the primary fare collection system and will collect no cash fares from the passenger, with the exception of the Contractors use of a credit card payment system. The County will provide and maintain Token Transit validation equipment for vessels.
7. Provide quality services to all passengers in a professional and welcoming manner. Provide knowledgeable information to all passengers regarding mainland and island visitor opportunities and history.
8. Service is tentatively scheduled to begin on a date to be determined by the County. The Proposer will outline the steps needed for an expedited proposed start of service date.

### **2.3 Marketing**

1. The Contractor, with assistance from the County, will develop printed and online system map, timetables, and fare structure material.
2. Coordinate with the County on all promotional materials, press releases, signage, fee structure, published schedules and marketing material, web site, social media, and all other media relations and promotions. All materials are subject to County staff review and final approval.
3. Support the distribution of information and materials to all Manatee County tourists, employees and residents through partnerships with marinas, dockmasters, hotels, visitor centers, chambers, development authorities, among others.
4. Work with County, municipal, and /or business-related entities to provide directional and wayfinding signs where appropriate to improve the visibility/accessibility of the system and the downtown and island landing locations.

### **2.4 Contractor Standards and Duties**

1. All captains and vessel operators shall be properly licensed and possess satisfactory work qualifications and experience to perform service. Captains/Vessel Operators shall be licensed as an operator for at least three (3) years.
2. Provide a detailed plan on how all maritime safety and security laws will be followed, including all applicable and current USCG and Department of Homeland Security (DHS) regulations.
3. Provide USCG-inspected passenger vessels with current USCG certification.
4. Ensure all vessels are ADA-accessible.
5. Demonstrate that all Captain's operating a Water Taxi have an appropriate and current USCG Master's License.
6. Captain and Crews are not to exceed the maximum work hours as required in USCG regulations.
7. All vessels must maintain and monitor a Marine VHF radio during operation.
8. All vessels must provide adequate shelter from rain, sun, and wave conditions.

9. The Contractor will develop a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) that provides a procedural plan to ensure operation and traffic safety, security preparedness of crewmembers, onboard safety of passengers, and protection of public assets.
10. Outline process that ensures vessels and dock area infrastructure is properly maintained and receives necessary fueling, maintenance and daily cleaning.
11. Develop a detailed Preventative Maintenance Plan, including all required maintenance schedules for all equipment and facilities needed for operations.

## **2.5 Performance Measures and Reporting**

1. The Contractor shall measure and report key performance measures to assess service quality, performance, and effectiveness. At a minimum, the County will request the following key measurements:
  - a. Ridership
  - b. Number of Customer Inquiries (phone, web site hits, social media)
  - c. Number of Customer Complaints (phone, web site hits, social media)
  - d. On-time performance
  - e. Missed passenger trips
  - f. Trips missed due to vessel/equipment breakdowns
  - g. Trips missed due to weather event
  - h. Preventative and scheduled maintenance adherence
  - i. Missed availability of safety and accessibility equipment on vessels

## **2.6 Timeframe and Subsidy**

1. Pilot Project term is for the first two (2) Fiscal Years.
2. All pricing shall remain firm for the initial term of two (2) years.
3. At the end of the initial term, pricing may be adjusted annually based on mutual agreement between the Contractor and County.
4. If approved by the County, up to two (2) one-year extensions may be granted.
5. All final annual subsidy from the County shall be based on a negotiated and approved hourly rate.
6. The subsidy shall include the payments provided by the County under the initial two (2)-year contract and be based on documented ridership and other service revenue generation.
7. Any subsequent years of subsidy will be reviewed and negotiated based on actual ridership, additional revenue, and documented operating and capital costs from the previous two (2) years of service.

## **2.7 Compliance with Federal, State, and Local Requirements**

Contractor shall comply with all applicable federal, state, county, and local laws and regulations. Compliance requirements include but are not limited to:

1. Service requirements set forth by the County.
2. Rule 62D-2 of the Florida Administrative Code (FAC) (if a County or City Park is used as a stop for the proposed service).
3. United States Coast Guard (USCG) maritime laws including 46 United States Code (U.S.C.) 55103 and Code of Federal Regulations (CFR) Title 46.
4. Prior to the beginning of service, Contractor shall obtain a Certificate of Inspection (COI) from the USCG.
5. USCG is a component of the Department of Homeland Security (DHS), which includes the Transportation Security Administration (TSA). Contractor will demonstrate compliance with all existing DHS and TSA safety and security measures, including those associated with the Maritime Transportation Security Act of 2002 (MTSA).
6. Center for Disease Control and Prevention (CDC) guidelines for operating public transportation.
7. Americans With Disabilities Act of 1990 (ADA).
8. Title VI of the Civil Rights Act of 1964 (Title VI).
9. Follow established Drug and Alcohol Workplace policies and testing.
10. Contractor shall comply with all Safety and Security regulations of the Florida Department of Transportation (FDOT), DHS, USCG, TSA, Occupational Health and Safety Administration (OSHA), and others.
11. Contractor shall develop a basic System Safety Program Plan (SSPP) and Security Program Plan (SPP) that provides procedures to be taken to maximize maritime traffic safety, security preparedness of crewmembers, onboard safety of passengers and crew, and protection of private and public assets.

**END OF EXHIBIT 1**

**EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS  
ITN No. 22-R078729JE**

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

**2.01 INFORMATION TO BE SUBMITTED**

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

**2.02 PROPOSAL FORMAT**

**TAB 1 - INTRODUCTION**

Include the following in Tab 1 of the Proposal.

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

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## **TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS**

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

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

**No documentation is required. The County will verify registration.**

2. Proposer must have a valid United States Coast Guard Master up to 100 Tons on Near Coastal Waters license.

**Proposer shall provide a copy of the United States Coast Guard Master up to 100 Tons on Near Coastal Waters License. The County will verify the license.**

3. Proposer has provided water taxi or similar water-based passenger transportation services since November 1, 2016.

**Provide the following information for the qualifying client(s):**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components

4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

**No documentation is required. The County will verify.**

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

**No documentation is required. The County will verify.**

6. Proposer is not on the Federal Excluded Parties (Convicted Vendor) List.

**No documentation is required. The County will verify.**

7. Proposer is not on the FDOT Contractor Suspension List.

**No documentation is required. The County will verify.**

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

**Proposer must complete Form 3, Public Contracting and Environmental Crimes Certification and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five years.**

9. If Proposer is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

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

**If Proposer is not a joint venture, provide a statement to that effect.**

10. Proposer has no reported conflict of interests in relation to this ITN.

**If no conflicts of interests are present, Bidder must submit a fully completed copy of Form 4, Conflict of Interest Disclosure Form.**

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

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**TAB 3 – FORMS**

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

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

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**TAB 4 - TRADE SECRETS**

Pursuant to Section A.28, Trade Secrets, in Tab 4 identify any trade secret being claimed.

**NOTE: Designation of the entire Proposal as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered.** Proposer must submit purported trade secret information as follows:

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

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## **TAB 5 - PROPOSER STATEMENT OF ORGANIZATION**

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

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different) NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties. Include the following:
  - a. Address
  - b. City, State, Zip
  - c. Phone
  - d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this ITN process to include the following information:
  - a. Name
  - b. Phone
  - c. E-mail
  - d. Mailing Address
  - e. City, State, Zip
9. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

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**TAB 6 – PROPOSER AND TEAM’S EXPERIENCE (MAXIMUM 15 POINTS)**

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

1. Provide a summary of Proposer’s background, size and years in business.
2. Disclose any ownership interest in other entities involved in water taxi services which may be a potential participant in the Invitation to Negotiate. This ownership disclosure shall be included, whether such ownership occurs 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 of each.
3. Disclose any circumstance in which any of the Proposer’s officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the Proposer’s business entity and who are also active in any other entity which provides water taxi services similar to those in this Invitation to Negotiate. Provide the names of each individual, the position held, the entity’s name and circumstances.
4. Provide a narrative detailing Proposer’s experience in water taxi services.
5. Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the water taxi services. Include a resume for each with the name of the firm(s) for their current and previous employer, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties each individual will provide to the County. Include the address of their current primary office location, email and phone number.
6. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to water taxi services.
7. Provide a list of agreements your business entity or client has terminated or was not renewed in the past three (3) years and provide a narrative regarding the circumstances for termination or non-renewal.
8. Describe any significant or unique accomplishments or awards received by Proposer or its subcontractors in previous similar services.

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**TAB 7 – CAPABILITY AND SKILL (MAXIMUM 25 POINTS)**

Provide the following information regarding Proposer’s capacity for the provision of services.

1. Provide a detailed narrative of implementation plan and schedule.
2. Proposers shall specify the proposed requirements for office space, facilities (including telephones) and office furniture necessary to render services, as well as utilities sufficient to enable the provider to perform its obligations.
3. 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 by Full-Time Equivalency (FTE) of personnel within each discipline.
4. If Proposer’s staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be sued and to what extent.
5. An organizational diagram clearly identifying key personnel by FTE as well as other staffing resources who are designated to provide water taxi services to the County and indicate their functional relationship to each other.
6. Describe Proposer’s plans, policies, and/or strategies in which current staff followed by County citizens would receive consideration for employment and county suppliers of goods and services to be utilized. Include your approach to providing periodic reporting to monitor success in this area. If available, provide examples of reports.
7. Describe Proposer’s plans, policies and/or strategies in which Minority-owned, Woman-owned, or Veteran-owned would be utilized for the goods and services provided.
8. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
9. Provide an explanation, in general terms, of Proposer’s 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.
10. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer’s business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County’s audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
11. Detail Proposer’s and any subcontractor’s current workloads and any projected changes to the workload within the next nine (9) months.
12. Provide a statement detailing the source from which the required equipment shall be acquired. Include any equipment from the County’s existing inventory or proposed to be transferred from Proposer’s other business entities or service locations for the purposes of services to the County.

13. Submit 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.

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**TAB 8 – SERVICES TO BE PROVIDED (MAXIMUM 20 POINTS)**

Provide Proposer’s project approach to include the following:

A detailed narrative describing the services to be provided in accordance with Exhibit 1, Scope of Services. Proposer will detail the following, including all details as outlined in Exhibit 1:

1. Operational Goals
2. Service Specifications and Standards
3. Marketing
4. Standards and Duties
5. Costs and Billing
6. Timeframe and Subsidy
7. Performance Measures and Reporting

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**TAB 9 – COST (MAXIMUM 25 POINTS)**

1. Proposer shall provide a full cost proposal for operating and managing the proposed water taxi services. All costs will be annualized, and at a minimum reflect the resources needed to provide the services outlined in Exhibit 1, Scope of Services.
2. Outline estimated monthly and annual costs to operate the proposed water taxi service.
3. Outline anticipated ridership, fare revenue, and other sources of revenue.
4. Provide estimates of all projected startup, annual and monthly expenses, including:
  - a. Vessel maintenance (service, parts, machinery, hull)
  - b. Moorage fees
  - c. Insurance
  - d. Fuel (including cost and access, no surcharges allowed)
  - e. Labor (Operators, Mechanics, Customer Service, Administrative Staff)
  - f. Advertising and marketing costs and revenue
  - g. Fare revenue (if collecting payment by credit/debit cards separate from the County's Token Transit System)
  - h. Safety Equipment
5. Complete and submit annual and accurate records including audited financial statements that follow Generally Accepted Accounting Principles.
6. Proposer shall provide the estimated annual operating subsidy estimates:
  - a. Year 1 Subsidy - \$ \_\_\_\_\_
  - b. Year 2 Subsidy - \$ \_\_\_\_\_
  - c. Year 3 Subsidy - \$ \_\_\_\_\_
  - d. Year 4 Subsidy - \$ \_\_\_\_\_

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**TAB 10 – INNOVATIVE APPROACHES AND ALTERNATIVES (MAXIMUM 15 POINTS)**

Proposer shall provide any innovative approaches and/or alternatives to Exhibit 1, Scope of Services, that assists the County in getting Water Taxi service operational on a timely and innovative basis.

**END OF EXHIBIT 2**

EXHIBIT 3, SAMPLE AGREEMENT



**SAMPLE**

**AGREEMENT No. [number]**

**[TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[CONTRACTOR NAME]  
(CONTRACTOR)**

**AGREEMENT FOR [TITLE]**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**COMPANY NAME**], a [<enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.], (“**CONTRACTOR**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

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

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

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

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

**ARTICLE 1. SCOPE OF SERVICES**

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

**ARTICLE 2. EXHIBITS INCORPORATED**

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

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

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

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 10, but not to exceed [number years].
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods not to exceed a total of [number] years.

### **ARTICLE 4. COMPENSATION**

- A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in **Exhibit A**.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and

Article 12 of this Agreement.

**ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified

persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.

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

#### **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

#### **ARTICLE 8. COUNTY'S PROJECT MANAGER**

The Project Manager, shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONTRACTOR.
- B. Providing CONTRACTOR written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.

- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONTRACTOR with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Work.

**ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT**

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

**ARTICLE 10. TERMINATION OF AGREEMENT**

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
  - b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
  - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of the Agreement. This liability includes any increased costs

incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - a. Stop 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 that work that have not been terminated.

**B. TERMINATION WITHOUT CAUSE:**

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

**ARTICLE 11. TRANSITION SERVICES UPON TERMINATION**

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

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

- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

**ARTICLE 12. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

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

**ARTICLE 13. COMPLIANCE WITH LAWS**

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

**ARTICLE 14. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

**ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by

COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for ing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

#### **ARTICLE 16. PUBLIC RECORDS**

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

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:  
Attn: Records Manager  
1112 Manatee Avenue West  
Bradenton, FL 34205**

**ARTICLE 17. INDEMNIFICATION**

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

**ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY**

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

## **ARTICLE 19. INSURANCE**

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

## **ARTICLE 20. SOLICITATION OF AGREEMENT**

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

## **ARTICLE 21. ASSIGNMENT AND SUBCONTRACTING**

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

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this

Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

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

#### **ARTICLE 22. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

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

#### **ARTICLE 23. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONTRACTOR:

[Enter Name, Title]

CONTRACTOR shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONTRACTOR shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

#### **ARTICLE 24. SUB-CONTRACTORS**

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the sub-contractor fees specified in **Exhibit B**. CONTRACTOR shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

#### **ARTICLE 25. LIABILITY FOR NEGLIGENCE.**

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

performance of services pursuant to this Agreement.

**ARTICLE 26. NOTICES**

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

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

To CONTRACTOR:       [Company Name]  
                                  Attn: [name]  
                                  [Address]  
                                  [City/State/Zip]  
                                  Phone: ([area code] [number]  
                                  Email: [email]

**ARTICLE 27. RELATIONSHIP OF PARTIES**

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

**ARTICLE 28. NO CONFLICT**

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

**ARTICLE 29. ETHICAL CONSIDERATIONS**

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance

with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

### **ARTICLE 30. PUBLIC ENTITY CRIMES**

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

### **ARTICLE 31. TAXES**

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

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

### **ARTICLE 32. FORCE MAJEURE**

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

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

### **ARTICLE 33. GOVERNING LAW, JURISDICTION AND VENUE**

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

### **ARTICLE 34. ATTORNEY FEES**

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

### **ARTICLE 35. PATENT AND COPYRIGHT RESPONSIBILITY**

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

### **ARTICLE 36. AMENDMENTS**

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

### **ARTICLE 37. SEVERABILITY**

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

### **ARTICLE 38. LEGAL REFERENCES**

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

### **ARTICLE 39. HEADINGS, CONSTRUCTION**

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

### **ARTICLE 40. TIME**

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

**ARTICLE 41. AUTHORITY TO EXECUTE**

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

[Remainder of page intentionally left blank]

SAMPLE

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

**[COMPANY NAME]**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title of Above Signer

Date: \_\_\_\_\_

**MANATEE COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_

Theresa Webb, M.A., CPPO, CPPB, CPSM,  
C.P.M., Procurement Official.

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT A**  
**SCOPE OF SERVICES**

SAMPLE

**EXHIBIT B**  
**FEE RATE SCHEDULE**

**1. FEES**

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

**2. ESCALATION/DE-ESCALATION**

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

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SAMPLE

**EXHIBIT C**  
**AFFIDAVIT OF NO CONFLICT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Commission No. \_\_\_\_\_

**EXHIBIT D**  
**INSURANCE AND BOND REQUIREMENTS**

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

<b><u>STANDARD INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability Insurance:</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability Insurance:</b></p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ <u>1,000,000</u> Personal and Advertising Injury Liability</li> <li>• \$ <u>50,000</u> Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability Insurance</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>500,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> <li>• </li> </ul>
<p>4. <input checked="" type="checkbox"/> <b>Worker's</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all</li> </ul>

<p><b>Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p> <p><input type="checkbox"/> <b>Jones Act Coverage</b></p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> <li>• If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>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.</p> <p>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.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> 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:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input checked="" type="checkbox"/> <b>Professional Liability and/or Errors and Omissions</b></p>	<p>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:</p>

<p><b>(E&amp;O) Liability Insurances</b></p>	<ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ <u>2,000,000</u> General Aggregate</li> </ul>
<p>9. <input type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>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.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>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.</p> <p>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:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u></li> </ul>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p>12. <input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b></p>	<p>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p>13. <input type="checkbox"/> <b>Liquor Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>
<p>14. <input type="checkbox"/> <b>Garage Keeper’s Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage 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:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>

<p>15. <input type="checkbox"/> <b>Bailee's Customer Liability Insurance</b></p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.</li> </ul>
<p>16. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>17. <input type="checkbox"/> <b>Other [Specify]</b></p>	

<b><u>BOND REQUIREMENTS</u></b>	
<p>1. <input type="checkbox"/> <b>Bid Bond</b></p>	<p>A Bid Bond in the amount of \$ _____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

<p>2. <input type="checkbox"/> <b>Payment and Performance Bond</b></p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

## INSURANCE REQUIREMENTS

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

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

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

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

#### **Workers' Compensation and Employers' Liability Coverages**

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

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

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

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

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

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

V. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## **VII. BONDING REQUIREMENTS**

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

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

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

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

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

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

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

[Remainder of page intentionally left blank]

SAMPLE

**CONTRACTOR'S INSURANCE STATEMENT**

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

CONTRACTOR

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

*Please return this completed and signed statement with your agreement.*

SAMPLE