

REQUEST FOR OFFERS
NO. 21-R077058BB
UNMANNED AIRCRAFT SYSTEMS
(UAS) DRONE SERVICES
JULY 23, 2021

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



**NOTICE TO OFFERORS, REQUEST FOR OFFERS NO. 21-R077058BB
UNMANNED AIRCRAFT SYSTEMS (UAS) DRONE SERVICES**

Manatee County, a political subdivision of the State of Florida, will receive Offers from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Offerors), to provide unmanned aircraft systems drone services, as specified in this Request for Offers (RFO).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Offers in response to this RFO is **August 13, 2021 by 12:00 P.M. ET**. Offers must be emailed to the Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

There will not be an Information Conference conducted for this solicitation.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this RFO to the Manatee County Procurement Division by August 3, 2021. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT:

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

AUTHORIZED FOR RELEASE: _____

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SECTION A, INSTRUCTIONS TO OFFERORS

To receive consideration, Offerors must meet the minimum qualification requirements and comply with the instructions contained in this RFO. Offers will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 OFFER DUE DATE

The Due Date and Time for submission of Offers in response to this RFO is **August 13, 2021 by 12:00 P.M. ET.** It will be the responsibility of the Offeror to email its Offer to the Designated Procurement Contact by the Due Date and Time for submission of Offers in response to this RFO.

A.02 SUBMISSION OF OFFERS

Offeror shall submit its Offer via email to brooke.baker@mymanatee.org. The contents of the Offer must include:

One (1) original Offer in electronic format, identifying Offeror, and containing all required information. The electronic Offer shall be in one (1) continuous file that includes all of the required Tab Sections in Exhibit 2. Do not submit the Offer in separate files for each Tab Section. Do not password protect or otherwise encrypt the electronic Offer.

The electronic Offer shall be submitted via email with the following information in the Email 'Subject Line': **RFO No. 21-R077058BB, Unmanned Aircraft Systems (UAS) Drone Services and Offeror's name.** The electronic Offer shall be delivered to the Designated Procurement Contact via email at brooke.baker@mymanatee.org prior to the Due Date and Time for submission of Offers in response to this RFO.

A.03 ORGANIZATION OF OFFERS

Offers 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.

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

A.04 ADDENDA

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

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

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.05 OFFEROR EXPENSES

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

A.06 FALSE OR MISLEADING STATEMENTS

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

A.07 WITHDRAWAL OR REVISION OF OFFERS

Offerors may withdraw Offers under the following circumstances:

- A. If Offeror discovers a mistake(s) prior to the Due Date and Time. Offeror may withdraw its Offer 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 Offers. A copy of the request shall be retained and the unopened Offer returned to the Offeror; or
- B. After the Offers are opened but before a contract is signed, Offeror alleges a material mistake of fact if:
 - 1. The mistake is clearly evident in the solicitation document; or
 - 2. Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made in the Offer. Request to withdraw an Offer must be in writing and approved by the Procurement Official.

A.08 JOINT VENTURES

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

A.09 LOBBYING

After the issuance of any solicitation, no prospective Offerors, or their agents, representatives or persons acting at the request of such Offeror, 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.10 EXAMINATION OF OFFERS

The examination and evaluation of the Offers submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days. Therefore, Offers submitted in response to this RFO must be valid for ninety (90) calendar days after the Due Date.

A.11 ERRORS OR OMISSIONS

Once an Offer is opened, the County will not accept any request by Offeror to correct errors or omissions in the Offer other than as identified in paragraph A.07.

A.12 DETERMINATION OF RESPONSIBLNESS AND RESPONSIVENESS

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

To be responsive an Offeror must submit an Offer that conforms in all material respects to the requirements of this RFO and contains all the information, fully completed attachments and forms, and other documentation required. Offers that are deemed non-responsive will not be considered or evaluated.

To be responsible, an Offeror must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFO. Offers submitted by Offerors that are deemed non-responsible will not be considered or evaluated.

A.13 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Offers, 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 Offer is received, the County reserves the right to negotiate with the Offeror. The County reserves the right to award the contract to a responsive and responsible Offeror 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 Offeror to perform the work or service requested. Upon request by the County, Offeror 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 Offeror; verification of availability of equipment and personnel; and past performance records.

A.14 APPLICABLE LAWS

Offeror 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.15 TAXES

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

The Offeror who is awarded the Agreement (Successful Offeror) 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.16 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.17 COLLUSION

Offeror certifies that its Offer is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting an Offer 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 Offeror from participation in future County solicitations for a specified period.

The County reserves the right to disqualify an Offeror 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 Offeror.

A.18 CODE OF ETHICS

With respect to this Offer, if any Offeror 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 Offeror will be disqualified from eligibility to perform the work described in this RFO, and may also be disqualified from submitting any future bids or Offers to supply goods or services to Manatee County.

A.19 PUBLIC ENTITY CRIMES

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

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the 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 Procurement 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. Offeror must complete Attachment C and submit with its Offer.

A.20 AMERICANS WITH DISABILITIES

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

A.21 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Offerors that it will affirmatively ensure minority business enterprises are afforded full

opportunity to participate in response to this RFO and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.23 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this RFO become “Public Records” and shall be subject to public disclosure consistent with Florida Statute, Chapter 119. Offers 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).

If County rejects all Offers and concurrently notices its intent to reissue the solicitation, the rejected Offers 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. An Offer is not exempt for longer than twelve (12) months after the initial notice of rejection of all Offers.

Pursuant to Florida Statute 119, to the extent Successful Offeror is performing services on behalf of County, Successful Offeror must:

- A. Keep and maintain public records required by public agency to perform the service.
- 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.
- 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.
- 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.

IF THE SUCCESSFUL OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

A.24 TRADE SECRETS

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

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 an Offer in response to the RFO shall belong exclusively to County.

To the extent that Offeror 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 Offer that are not declared as trade secret. In addition, Offeror shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Offeror shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Offeror shall provide an electronic copy of its Offer that redacts all information designated as trade secret.

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

- A. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Offerors 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 Offeror’s Offer, the Offeror 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 Offeror in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Offeror will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Offer as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Offer is non-responsive.

Offeror will 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 Offeror, including actions or claims arising from County’s non-disclosure of the trade secret materials.

A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS

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

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

B. Successful Offeror 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 Offeror 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.26 E-VERIFY

Prior to the employment of any person under this contract, the Successful Offeror 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 Offeror to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Offeror 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 an Offer in response to this RFO, the Successful Offeror commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The Successful Offeror shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.27 LICENSES AND PERMITS

The Successful Offeror 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 Offeror 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.28 BINDING OFFER

Offers will remain valid for a period of ninety (90) days following the Due Date and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of an Offer will be taken as prima facie evidence that the Offeror has familiarized itself with the contents of this RFO.

A.29 SOLICITATION SCHEDULE

The following schedule has been established for this solicitation process:

Scheduled Item	Scheduled Date
Question and Clarification Deadline	August 3, 2021
Final Addendum Posted	August 6, 2021
Offer Response Due Date and Time	August 13, 2021 at 12:00 P.M.

END SECTION A

SECTION B, EVALUATION OF OFFERS

B.01 EVALUATION

Evaluation of Offers will consider all information submitted by each responsible and responsive Offeror, any clarification information provided by an Offeror, feedback received from Offeror’s references, and any other relevant information received regarding Offeror, to ascertain the ability of the Offeror to perform the scope of services as stated in this RFO. Each Offeror must ensure that its Offer contains all the information requested in this RFO and reflects Offeror’s best offer.

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

Additionally, interviews, presentations and/or demonstrations may be conducted with Offerors as part of the evaluation process. If conducted, only those Offerors that are deemed by the County as having a reasonable probability of being selected for award will be invited to meet with the County. The interviews, presentations and/or demonstrations are closed to the public.

B.02 EVALUATION CRITERIA

The following evaluation criteria has been established for this RFO:

Criteria	Maximum Points
Offeror & Team's Experience	30
Capacity	30
Approach	30
Fees Proposal	10

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

- A. The Offer will serve as a basis for any negotiations.
- B. Upon submission, all Offers become the property of Manatee County which has the right to use any or all ideas presented in any Offer submitted in response to this RFO whether, or not, the Offer is accepted.
- C. All products and papers produced by Offeror and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

A recommendation will be made as to the Offeror(s) with whom the County should enter into negotiations, if any. Upon approval of the recommendation, the Successful Offeror will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

C.03 RECOMMENDATION FOR AWARD

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

C.04 AGREEMENT

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

The term of the Agreement shall be for one (1) year with four (4) optional one-year renewal periods.

C.05 AWARD

County may not make award to an Offeror 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, Offeror 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 Offeror's statement is discovered to be false, Offeror will be subject to suspension and/or debarment and County may terminate any contract it has with Offeror.

Award of an agreement is subject to the successful negotiations and the approval as provided for in the Manatee County Procurement Code.

END SECTION C

ATTACHMENTS

Offeror must complete and return all Attachments with its Offer.

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No.: _____ Date Received: _____

Print or type Offeror's information below:

Name of Offeror: _____

Telephone Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Website Address: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

ATTACHMENT B, OFFER SIGNATURE FORM

The undersigned represents that:

- (1) by signing the Offer, that he/she has the authority and approval of the legal entity purporting to submit the Offer and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the Offer are true and correct;
- (3) if the Offeror is selected by County to negotiate an agreement, that Offeror’s negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFO;
- (4) by submitting an Offer and signing below, the Offeror agrees to all terms and conditions in this RFO, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Offeror understands that if it submits exceptions to the Contract in its Offer, the Offeror’s Offer may be determined non-responsive; and
- (5) the Offeror, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Offeror’s information below:

Signature of Authorized Official / Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Name of Offeror: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Website URL: _____

ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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 the Manatee County Board of County Commissioners by

_____ [Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

I understand that no person or entity shall be awarded or receive a County agreement 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 bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, 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 an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall

include, without limitation, interlocking management or ownership, identity of interests among 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 County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Supplier Signature]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____ by _____
_____ who is personally known ____ OR Produced _____
_____ [Type of identification]

Notary Public Signature

My commission expires _____

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

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

ATTACHMENT D, INSURANCE REQUIREMENTS

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The SUPPLIER 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):

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

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

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

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

- \$500,000 Disease Policy Limit

Worker’s Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

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

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

OTHER INSURANCES

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:

- \$1,000,000 Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage
- \$2,000,000 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, SUPPLIER 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

SUPPLIER 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 SUPPLIER’S care, custody and control

Hull and Watercraft Liability Insurance

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

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

INSURANCE REQUIREMENTS

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 SUPPLIER, his agents, representatives, and employees; products and completed operations of the SUPPLIER; or automobiles owned, leased, hired or

borrowed by the SUPPLIER. 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 SUPPLIER 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 SUPPLIER'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 SUPPLIER'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 SUPPLIER for the COUNTY.

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, SUPPLIER 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, SUPPLIER 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. SUPPLIER 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. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- F. The SUPPLIER 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 SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
- H. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER 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 SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.
- J. SUPPLIER 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 SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
- K. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- L. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

ATTACHMENT D, SUPPLIER’S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of the 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.

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

ATTACHMENT E, FEES FORM

RFO No. 21-R077058BB

Unmanned Aircraft Systems (UAS) Drone Services

Offeror shall provide a firm fixed cost, for each anticipated discipline, for hourly Unmanned Aircraft Systems (UAS) drone services as described in Exhibit 1, Scope of Services (e.g. Project Manager, Pilot, Flight Observer, Professional Image Analysis, Data Processing/Graphics Technician, etc.).

Discipline / Title	Hourly Rate

Offeror's Company Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

EXHIBITS

EXHIBIT 1, SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

Manatee County is seeking Offers from qualified Suppliers for the provision of Unmanned Aircraft Systems (UAS) drone services. The services will be utilized to perform a variety of missions required by the County related to energy and infrastructure management; environmental assessment; emergency management and post-disaster recovery; and many other tasks in which the County recognizes can benefit from the integration of drones.

Manatee County is located along the Gulf of Mexico in West Central Florida, the County consists of six incorporated municipalities and has a population of about 411,000. The County Government has approximately 1,900 employees working within 14 departments in multiple locations throughout the County. The County is home to over 30,000 acres of conserved public land, which includes coastal habitats, estuaries and rivers to inland areas, and artificial reefs. The County maintains recreational facilities within 54 parks, two golf courses, and miles of pristine beaches. The tropical climate is enjoyed by many; however, the summer months pose a threat for high-wind storms and flooding conditions. These events have the potential to cause damage to infrastructure and the environment, increasing the need for UAS technology.

The intent of this RFO is for the County to establish an Agreement with a qualified Supplier for the provision of UAS drone services. The Agreement resulting from the County's acceptance of an Offer will be made by issuing a zero-dollar Blanket Purchase Order to the Supplier. The County will place orders with the Supplier, on an as-needed basis, via Release Orders issued against the Blanket Purchase Order. The County reserves the right to award multiple Offerors.

1.02 SCOPE

The Successful Offeror (hereinafter in this Scope referred to as "Supplier") shall furnish all equipment, labor, materials, supplies, licensing, transportation, supervision, and other components necessary to provide UAS drone services for Manatee County that will meet the requirements of the Agreement.

1.03 SUPPLIER'S RESPONSIBILITIES AND REQUIREMENTS

The Supplier's responsibilities and requirements include the following:

A. GENERAL REQUIREMENTS

1. Provide UAS services to support departments in Manatee County for asset inspection, especially in areas that are dangerous or difficult to reach, or to areas that are generally inaccessible to humans (e.g. certain sections of rooftops, under bridges, etc.).
2. Provide UAS services for surveying needs such as the construction of roads, buildings, and other facilities.

3. Provide UAS flights for multispectral or hyperspectral analysis on plant species, terrain, plant health, and other biological and environmental indicators including but not limited to red-tide or other algal blooms.
4. Provide UAS flights for LiDAR, to include post-processing and analysis.
5. Provide UAS for extended flights or distances (e.g. fixed wing, extended flight batteries for rotorcraft, etc.).
6. Provide UAS aerial imagery for mapping purposes, including orthoimagery and 2D or 3D photogrammetry.
7. Provide UAS infrared/thermal scans of buildings to help with identifying issues such as deteriorating facades, leaking roofs, and energy efficiencies.
8. Provide damage assessment to facilities; tracking and mapping occurrences resulting from the aftermaths of wind damage and rainfall such as drainage and flood patterns, or other post-emergency operations as needed.
9. Locating and filming problem areas at any County property such as identifying grades, tree growth, planting areas, neglected areas, growth problems, and vacant space for potential growth or additional amenities.
10. Provide processing and delivery of captured data and imagery in the format required.
11. Provide live streaming of UAS footage, continuously if necessary, to the project's designated means (including but not limited to internal storage, social media, etc.).
12. Keep current with and utilize the most current technology in UAS systems when performing work for the County.
13. Provide analysis and interpretation of information (digital photos/video imagery) collected. Ensure the clarity and quality of the digital photos and/or video imagery collected is usable, and that any other product such as point clouds, etc. will be of sufficient high quality and in a useable format.
14. Utilize RGB cameras, to provide still imagery and video, that meet the following:
 - a. Are a minimum of 20 mega pixels and support 4K video;
 - b. Are of quality to produce mapping deliverables at the scale desired; and
 - c. Cameras should be properly calibrated depending on the type of deliverable requested and prior to the creation said deliverables.
15. Utilize thermal sensors/cameras or multispectral/hyperspectral sensors to determine moisture content, drainage and water runoff, or other biological interests.

Calibration target must be captured at the beginning and end of each mission to validate data and maintain consistency between reports.

16. Consider risk factors including battery ignition, weather conditions, land cover conditions, and personal privacy laws before a mission. If the County determines, after review, that the above factors were not considered, the Supplier shall be responsible at its sole expense, for re-collection of data.
17. Provide the following items for each UAS mission:
 - a. Hourly rate for each pilot and configuration/type of UAS – drone offered (UAS Type) stipulating the minimum time of usage;
 - b. Pre-flight inspection steps and documentation that will be available for each mission; and
 - c. Determine and use the appropriate system given the mission type.
18. Provide an individual surveillance report providing, but not limited to, the following items:
 - a. Item surveyed;
 - b. Location of item surveyed (including latitude/longitude);
 - c. Date and time;
 - d. Number of digital photos (minimum of 20 mega pixels) and/or video taken; and
 - e. Metadata needs (determined prior to the start of a project, on a per-project basis) to ensure deliverables meet appropriate processing standards and Florida State records retention laws are satisfied.
19. Maintain the required insurances for the term of the Agreement, including but not limited to, a stand-alone Unmanned Aircraft insurance coverage, providing physical damage and third-party liability coverage, with policy language drafted specifically to respond to the exposure of unmanned aircraft. The coverage shall include UAS operators and crew members on the ground as insureds. Coverage shall be in the amount of \$1,000,000.
20. Be onsite and ready to perform the services within two (2) hours of being contacted by a County Representative. The onsite response time for all services described in this Scope shall not be greater than two (2) hours from the time the Supplier receives a Release Order or is contacted by a County Representative, unless stated otherwise by the County Representative.
21. Operate under the guidelines of this Scope.
22. Conduct work following all Local, State, and Federal mandates to include, but not be limited to, the following:
 - a. FAA Part 107A;

- b. 14 CFR Parts 21, 43, 61; Operation and Certification of Small Unmanned Aircraft Systems; Final Rule; and
 - c. US DOT-FAA Advisory Circular – AC No. 107-2.
23. Be solely responsible for any violation of statutes as it relates to the provision of services.
24. Operate in compliance with the Federal Aviation Administration (FAA) rules and regulations and Florida law.

B. SERVICE REQUIREMENTS

- 1. Provide inspections of facilities, including hard to reach areas such as bridges and roofs.
- 2. Assist with the capture of real estate photography and video for County-owned properties listed for sale.
- 3. Provide inspections of water facilities (e.g. treatment plants, water towers, etc.).
- 4. Provide inspections of lights, including at parks and rights-of-way.
- 5. Provide building inspections for leaks, damage, etc.
- 6. Provide damage assessment operations post-storm or natural disaster.
- 7. Provide energy management, including thermal imagery in a variety of settings.
- 8. Provide promotional imagery and video services for tourism and events.
- 9. Provide project management (e.g. construction progress updates).
- 10. Provide services for monitoring coastal erosion.
- 11. Provide services for enhancing public safety and security.
- 12. Provide services for vegetation mapping and control.
- 13. Provide services for monitoring fisheries and wildlife habitats.
- 14. Track and measure projects (landfill growth, sea level rise, etc.).
- 15. Collection of images to utilize in photogrammetry software such as Drone2Map, Pix4D, etc.
- 16. Provide on-demand imagery.

17. Provide general promotional imagery and/or videography.

18. Provide in-person training for the Part 107 Certificate test, as well as flight training for basic or advanced UAS skills.

1.04 ADDITIONAL GOODS AND SERVICES AT THE REQUEST OF THE COUNTY

At the request of the County, additional goods and services shall be negotiated on a fixed fee per deliverable basis and shall be approved through a valid Release Order number provided by an authorized County Representative.

END OF EXHIBIT 1

EXHIBIT 2, OFFER RESPONSE REQUIREMENTS

This section identifies specific information which must be contained within the Offer and the order in which such information must be organized. The information each Offeror provides will be used to determine those Offerors with the background, experience, and capacity to perform the services as described in Exhibit 1, Scope of Services; and which Offer best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Offers.

2.01 INFORMATION TO BE SUBMITTED

The contents of each Offer shall be organized and arranged with Tab Sections in the same order as listed below and with the same Tab Numbers. The Offer should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired. **The Offer, in its entirety, shall not contain more than seventy-five (75) single-sided pages.**

2.02 OFFER FORMAT

A. FORMAT

Offeror shall submit one (1) original Offer in electronic format, identifying Offeror, and containing all required information. The electronic Offer shall be in one (1) continuous file that includes all of the required Tab Sections listed below. Do not submit the Offer in separate files for each Tab Section. Do not password protect or otherwise encrypt the electronic Offer.

The electronic Offer shall be submitted via email with the following information in the Email 'Subject Line': RFO No. 21-R077058BB, Unmanned Aircraft Systems (UAS) Drone Services and Offeror's name. The electronic Offer shall be delivered to the Designated Procurement Contact via email at brooke.baker@mymanatee.org prior to the Due Date and Time for submission of Offers in response to this RFO.

For more information regarding submission of Offers, refer to Section A.02, Submission of Offers.

B. TAB 1 – INTRODUCTION

In Tab 1, Offeror shall provide the following:

1. A cover page that identifies Offeror, the RFO by title and the RFO number.
2. An introductory letter/statement that describes your Offer in summary form (limit 2 pages).
3. A table of contents.

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

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

1. Offeror 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. Offeror must be local to the Tampa Bay region with the ability to be onsite and ready to perform the services within two (2) hours of being contacted by a County Representative.

Offeror shall provide a statement on company letterhead, signed by an authorized official of Offeror, attesting that Offeror's company is local to the Tampa Bay region. The Offeror's statement shall include its local company address.

3. Offeror has provided Unmanned Aircraft Systems (UAS) drone services, similar to the services described in Exhibit 1, Scope of Services, for at least three (3) commercial client references who are agreeable to responding to an inquiry by the County. Offeror must have provided the services within the last five (5) years of the Due Date for submission of Offers in response to this RFO.

Offeror shall provide the following information for the three (3) commercial client references:

- a. Client name;
 - b. Client address;
 - c. Client contact name;
 - d. Client contact phone number;
 - e. Client contact email address;
 - f. Brief description of all services provided (1-2 sentences); and
 - g. Performance period (start/end dates).
4. Offeror is not on the Florida Department of Management Services Suspended, Debarred, and Convicted Vendor Lists.

No documentation is required. The County will verify.

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

Offeror shall complete Attachment C and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.

6. If Offeror is submitting as a joint venture, Offeror 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 for submission of Offers in response to this RFO.

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

7. Offeror has no reported conflict of interests in relation to this RFO.

If conflicts of interest are present, Offeror shall disclose the name of any officer, director, or agent who is also an employee of the County and disclose the name of any County employee who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches. If no conflicts of interests are present, Offeror must submit a statement to that affect.

D. TAB 3 – FORMS

In Tab 3, Offeror shall provide the following completed and executed Attachments that are included in this RFO:

1. Attachment A, Acknowledgement of Addenda Form
2. Attachment B, Offer Signature Form
3. Attachment C, Public Contracting and Environmental Crime Certification
4. Attachment D, Insurance Requirements and Supplier's Insurance Statement
5. Attachment E, Fees Form

E. TAB 4 - TRADE SECRETS

Pursuant to Section A.24, Trade Secrets, in Tab 4, Offeror shall identify any trade secret being claimed. **NOTE: Designation of the entire Offer as "Trade 'Secret', 'Proprietary' or 'Confidential' is not permitted and may result in a determination that the Offer is non-responsive and therefore will not be evaluated or considered.**

Offeror must submit purported trade secret information as follows:

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

F. TAB 5 - OFFEROR STATEMENT OF ORGANIZATION

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

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Offeror's company (e.g. Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation).
4. Federal Identification Number.
5. A fully completed, signed and dated, copy of Offeror's W-9.
6. Contact information for Offeror'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; and
 - 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 Offeror's primary and secondary representatives during this RFO process to include the following information:
 - a. Name;
 - b. Phone;
 - c. E-mail;
 - d. Mailing Address; and
 - 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 Offeror, any of its partners, employees, or subcontractors is or has been involved within the last three (3) years.
10. Provide details of any ownership changes to Offeror's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time (e.g. mergers, acquisitions, changes in executive leadership).

G. TAB 6 – OFFEROR AND TEAM’S EXPERIENCE (30 Points)

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

1. Provide a summary of Offeror’s background, size, and years in business.
2. Provide Offeror’s years of experience in Unmanned Aircraft Systems (UAS) drone services, particularly for other government agencies in Florida.
3. Identify and include information regarding experience and qualifications of Offeror’s key staff (e.g. project lead, managers, supervisors) to be assigned to the services. Include a resume for each with their full names, the name of the firms for their current and previous employers, professional credentials (e.g. certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address, and phone number.
4. Identify any proposed subcontractors to accomplish the work. Include the name of the individuals to be assigned, and an overview of their experience and qualifications related to Unmanned Aircraft Systems (UAS) drone services.
5. Describe any significant or unique accomplishments or recognition received by Offeror or its subcontractors in previous similar services.
6. Provide a minimum of five (5) client references for which Offeror has provided services, similar in scope as defined in this RFO, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name;
 - b. Client address;
 - c. Client contact name;
 - d. Client contact phone number;
 - e. Client contact email address;
 - f. Brief description of all services provided (1-2 sentences);
 - g. Performance period (start/end dates); and
 - h. Total dollar value of contract.

H. TAB 7 - CAPACITY (30 Points)

In Tab 7, Offeror shall provide the following information regarding Offeror’s capacity for the provision of services:

1. Specify the locations, including the complete physical address, where the work for these services will be performed, including work performed by subcontractors, if applicable.
2. Details of Offeror’s staffing resources, at the location that will provide services to

the County as well as corporately; by discipline and the number of personnel within each discipline.

3. If Offeror's staffing resources includes subcontractors, submit the name of the firms who will perform each discipline. Detail how subcontractors will be used and to what extent.
4. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each other.
5. If Offeror is teaming with other entities to provide the required services, detail any prior similar work any two (2) or more team members have jointly performed.
6. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
7. An explanation, in general terms, of Offerors' financial capacity to perform the scope of services. If Offeror is jointly filing an Offer with other entities, details must be provided to demonstrate financial capacity of each entity.
8. Disclose any ownership interest in other entities proposed for the services. This ownership disclosure includes ownership by the Offeror through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
9. Detail Offeror's and any subcontractor's current workloads and any projected changes to the workload within the next six (6) months.

I. TAB 8 – APPROACH (30 Points)

In Tab 8, Offeror shall provide its project approach to include the following:

1. A narrative of Offeror's approach to project management and the provision of the services described in Exhibit 1, Scope of Services.
2. A narrative that clearly demonstrate Offeror's ability and willingness to meet the requirements of the services described in Exhibit 1, Scope of Services.
3. A narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
4. Offeror shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general

- communications, coordination, and supervision;
- b. How the Offeror physically plans on attending prescheduled meetings;
 - c. How the Offeror plans on ensuring accessibility and availability during the term of the Agreement; and
 - d. How the Offeror plans on ensuring that the required onsite response time, for all services performed under the Agreement, does not exceed two (2) hours.
5. Offeror's Risk Management Plan that includes a list of risks related to the provision of the services, the potential consequences or impact of each (e.g. cost, schedule, technical) and Offeror's proposed mitigation procedures for each item.
 6. A list, with written specifications, of all products and equipment proposed to be used under the Agreement for the services. Include supporting evidence that each meets the requirements of the services described in Exhibit 1, Scope of Services. Visual aids such as photos may be included with the products and equipment descriptions.
 7. Offerors are encouraged to propose the use of environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Offeror's products, materials, or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
 8. Describe the training to be provided to County staff. Include details of how the training will be provided (e.g. on-site classroom, on-line with instructor, on-line self-paced). Provide examples of similar training plans utilized with other clients.

J. FEES PROPOSAL (10 Points)

Offeror shall complete Attachment E, Fees Form, and submit with its Offer as instructed in Tab 3. Fees must be submitted as all-inclusive to provide Unmanned Aircraft Systems (UAS) drone services in accordance with the requirements set forth in this RFO.

END EXHIBIT 2