

RFO No.
18-R067950-BLS
Lift Station Landscape
Maintenance Services
(988-36)
March 21, 2018

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



**NOTICE TO OFFERORS
REQUEST FOR OFFERS
NO. 18-R067950BLS
Lift Station Landscape Maintenance Services**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive offers from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Offerors), to provide Lift Station Landscape Maintenance Services, as specified in this Request for Offers.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Offers in response to this RFO is **April 27, 2018 at 3:00 P.M. ET**. Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE:

In order to ensure all prospective Offerors have sufficient information and understanding of County's needs, a non-mandatory Information Conference will be held at: 3:00 PM on April 3, 2018 at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Attendance is not mandatory, but is strongly encouraged.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Offer to the Manatee County Procurement Division is April 6, 2018 at 3:00 PM. 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: Bonnie Sietman, Contracts Negotiator
(941) 749-3046, Fax (941) 749-3034
Email: bonnie.sietman@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 Request for Offers (RFO) is **April 27, 2018 at 3:00 P.M. ET**. Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Offer(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Offeror to deliver its Offer to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If an Offer is sent by U.S. Mail, courier or other delivery services, the Offeror will be responsible for its timely delivery to the Procurement Division. Offers 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 Offeror's request and expense.

A.02 SUBMISSION OF OFFERS

The contents of the Offer sealed package must include:

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

Electronic format copy 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 continuous file. Do not password protect or otherwise encrypt electronic Offer copies. Electronic copies must contain an identical Offer to the original.

Submit the Offer package in a sealed container with the following information clearly marked on the outside of the package: RFO No. 18-R067950BLS, Lift Station Landscape Maintenance Services, Offeror's name, and Offeror's address. Offers must be received by the Manatee County Procurement Division at the following address:

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

A.03 ORGANIZATION OF OFFERS

Offers must be organized and arranged with tabs in the same order as listed in the subsections within Section C identifying the response to each specific item.

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 County website at <http://www.mymanatee.org/purchasing> > *Bids and Offers*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar 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 or during renegotiations, prospective Offerors, or their agents, representatives or persons acting on behalf of such Offeror, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Manatee County other than the Procurement Official or designee. This prohibition includes copying such persons on written communication, including email correspondence. This requirement begins at the time of advertisement of the RFO and ends upon final execution of the contract or at the time the solicitation is cancelled or the renegotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a County Commission meeting where the Commission is considering approval of a proposed contract. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.10 EXAMINATION OF 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.10.

A.12 DETERMINATION OF RESPONSIBLENES 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 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 Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Offeror is to complete Attachment "B" and submit with your 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 Request For Offer and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.23 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Offer 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). No announcement or review of the Offers shall be conducted at the public opening.

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 119.0701, 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. 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. Offeror 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 Offeror 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 Offeror transfers all public records to County upon completion of the contract, the Successful Offeror shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Offeror keeps and maintains public records upon completion of the contract, the Successful Offeror 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 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 Request for Offer 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 Request for Offer 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 a hard copy of its Offer that redacts all information designated as trade secret.

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

1. 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
2. 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
3. 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.

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):
 - 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 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 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 an Offer will be taken as prima facie evidence that the Offeror has familiarized itself with the contents of this Solicitation.

A.29 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County’s website (www.mymanatee.org > Online Services > *Bids & Offers*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
A non-mandatory Solicitation Information Conference at Manatee County Admn., Building, Procurement Conference Room, Suite 803, 1112 Manatee Ave West, Bradenton, FL 334205	April 3, 2018 at 3:00 PM
Question and Clarification Deadline	April 6, 2018 at 3:00 PM
Final Addendum Posted	TBD
Offer Response Due Date and Time	April 27, 2018, no later than 3:00 PM
Evaluation Completed	April 2018
Projected Award	May 2018

END SECTION A

SECTION B
SCOPE OF SERVICES

B.01 BACKGROUND INFORMATION

The County is located on the Gulf of Mexico in West Central Florida. The County is comprised of six incorporated municipalities and a population of about 363,000. The County government has approximately 1,700 employees working in 12 departments in multiple locations throughout the County. It is home to nearly 30,000 acres of conserved public land which includes coastal habitats, estuaries and rivers to inland areas, and artificial reefs. The County maintains recreational facilities within 43 parks, two golf courses and miles of beaches.

B.02 SCOPE

Contractor (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, supervision and other components necessary to maintain the landscaping at various Manatee County Lift Station locations (Work). The Work includes, but is not limited to, mowing, edging, weeding, aquatic control, fertilizing, bush trimming, tree pruning, use of herbicide, insecticide, fungicide, furnishing and installing plants, (grass, shrubs and trees) shrub, tree and stump removal and all major and minor repairs pertaining to landscape maintenance. It shall be the responsibility of the Contractor to verify the type of mowing required for each location under these specifications.

Contractor shall be responsible for all damages to the turf, curbs, or pavement, and for the repair or replacement thereof at no cost to the County. This also includes, but is not limited to sign structures, appurtenances, and trees. Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

B.03 SITE INSPECTION

The Contractor shall determine, by site inspection and investigation, any necessary Work not specifically called for, but necessary to satisfactorily complete the Work.

Upon award of the Agreement, Contractor shall conduct monthly site visits for scheduling the Work and shall report any unusual circumstances as delineated on the Schedule of Task / Payment Authorization Form (reference Section B, page 10). The Contractor shall prearrange a mutually acceptable date for site inspection with the County's representative for each month's services. The inspection, conducted by the Contractor and the County's representative using the Schedule of Task / Payment Authorization Form, shall be used for the County's authorization for payment for the tasks successfully completed.

B.04 PERMITS, LICENSES AND REGULATIONS

All permits and licenses necessary for the completion of the Work shall be secured and paid for by the Contractor. The Contractor shall submit evidence of proper certification and licensing for all applicators contracted to apply pesticides or herbicides on municipal property. Applicators contracted to apply fertilizer shall utilize proper nutrient management practices.

Applicators contracted to apply fertilize shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Laws Chapter 2-14, Section 2-14-60 (May 23, 2012) and all employees of lawn and landscape companies who are not site supervisors, managers or clerical personnel shall comply with the Manatee County Landscape and Fertilizer Regulation as noted in the Manatee County Code of Law Chapter 2-14, Section 2-14-60 (November 19, 2012). Reference Attachment D.

B.05 WORKING HOURS

All Work shall be performed during regular working hours, 7:00 a.m. until 5:30 p.m., Monday through Friday. When directed by the County, Contractor shall provide services on Saturday and Sunday, if weather conditions prevent the Work from being completed during regular working hours. Overtime is NOT permitted and overtime charges shall not be included on any invoice for services.

Upon request by the County, Contractor shall perform non-scheduled (emergency and non-emergency) maintenance. Depending upon the circumstances, the County may require Work to be performed during the week at non-regular working hours or on weekends.

B.06 WORK AUTHORIZATION

Scheduled: Each month's Work shall be completed as delineated on the Schedule of Task / Payment Authorization Form resulting from the inspection conducted by the Contractor and County representative. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

Emergency: Work authorization for non-scheduled maintenance for emergency Work shall be initiated with a verbal contact (followed by written documentation) by the County representative concerning maintenance requiring immediate clean-up, such as, but not limited to wind damage, rain damage, or debris from storm damage, The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

Non-Emergency: Work authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice from the County representative. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the service, and schedule for final performance inspection. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

Authorization Form: For Scheduled, Emergency, and Non-Emergency Work, a copy of the original invoice and the applicable Form shall be provided by the Contractor to the County prior to payment for the value of items or services rendered and accepted on the basis of such Work as authorized. Reference Section B, page 10.

B.07 SUBCONTRACTORS

Contractor shall have in-house capability to provide all the services required by the Agreement. However, should the Contractor find it necessary to utilize the services of a subcontractor, the Contractor shall first obtain the approval of the County. The Contractor shall also require each subcontractor to adhere to applicable provisions of the Agreement. The utilization of any subcontractor shall not relieve the

Contractor from any liability or responsibility to the County pursuant to the provisions of the Agreement or obligate the County to the payment of any compensation to the subcontractor or additional compensation to the Contractor.

The employment of unauthorized aliens by Contractors is considered a violation of Section 274(e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for termination of the Agreement.

B.08 SUPERVISION

The Contractor shall have a crew supervisor who is experienced in the provision of services and who available at all times while Work is being performed. Crew Supervisor shall be able to read, write and speak English Crew Supervisor shall be able to effectively communicate and translate to the crews the County's needs and expectations and respond/resolve to all related issues. Contractors landscape crew supervisor **shall be available by telephone, cellular telephone, and/or pager at all times.**

B.09 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall protect all County property and property adjacent to the Work from loss/damage in connection with the Agreement. The Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations.

The Contractor shall at all times conduct their Work in a manner with the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property, satisfactory to the County. No road or street shall be closed to the public, except with the permission of the County. Fire hydrants on or adjacent to the Work shall be kept accessible at all times.

B.10 SCHEDULED MAINTENANCE

Contractor shall provide services as follows:

A) Surfaces, Roadways, Sidewalks, & Parking Lots

- 1) Shall be maintained so that at no time will any build-up of debris or weeds detract from the appearance of or the safe use of these areas. Clippings shall be blown back into the mowing area and off roadsides, parking lots, and sidewalks after each mowing. Any grass clumps generated by mowing shall be knocked down so that there is no detriment to the existing grass.

B) Authorization for Chemical Maintenance Activities

- 1) Prior to the start of any maintenance activities requiring the use of chemical agents such as fertilizers, insecticides, or herbicides, the Contractor shall obtain approval from the CCM (County Contract Manager) for the type, rate of application, method of application, and areas/locations of the proposed application.
- 2) The Contractor shall only use personnel who possess the applicable license or certification issued by the Florida Department of Agriculture and Consumer Services to perform the chemical applications and to perform all chemical maintenance activities.
- 3) The Contractor shall be responsible for the cleaning of all equipment used and the disposal of all empty and partially used containers in compliance with all applicable Federal and Florida

regulations.

C) Turf Maintenance – Mechanical

1) **Inside Fence Line**

- a) **Mowing frequency** - grass shall be cut three times per month from April through September and twice per month from October through March, as determined by the CCM. Grass will be maintained at a height of 3 to 4 inches. Additional mowing, if required, will be as determined by the CCM.
- b) **Edging** - will be done at the time of mowing so no grass extends over the edge of the surrounding surface (roads, sidewalks and planting areas).
- c) **Litter control and removal** - shall be performed prior to each mowing. Contractor shall blow off all sidewalks and roadways after each mowing, all grass clippings are to be removed, a minimum of six inches, from the base of trees, palms, and shrubs.

2) **Outside Fence Line**

- a) **Mowing frequency** - grass and vegetation shall be cut, removed, and disposed of to provide at minimum three-foot buffer between the fence line to sidewalks, walls, berms, hedgerows, or wooded areas that may be on the outside of the fence line. The frequency of this task shall be the same as described above in Article D.08.C.1.a. Additional mowing, if required, will be as determined by the CCM.

D) Turf Maintenance- Chemical

1) **Inside Fence Line**

- a) **Insect Control** - insecticides shall be applied two (2) times per year for the control of pests. Ongoing visual inspection shall be made to correct any problems that may arise between scheduled applications.

Note –Identified infestations shall immediately be controlled when observed on trees and other plant material.

- b) **Mulching** – Furnish and install same type mulch for existing areas as established. All mulched areas are to be replenished once per year (between November and February). No mulch will be installed on the tree trunk, it shall be installed a minimum of six (6) inches away from the trunk to prevent trunk damage. The CCM may direct additional installations at spot locations as necessary to maintain an acceptable appearance.
- c) **Weed Control** - All basins around tree and shrub areas shall be maintained weed free. A non-selective post/pre-emergent herbicide shall be used, January, May and September. Hand weeding shall be performed monthly.

2) **Outside Fence Line**

- a) **Herbicides** – Contractor shall apply an approved herbicide application three times per year, after the removal of all vegetation, to prevent encroachment of the three-foot buffer right of way.

E) Tree and Shrub Maintenance – Mechanical

- 1) **Palm trees** - shall be pruned twice per year and as needed to maintain the health and appearance of the tree as per ANSI 300 standards. Only the dead or dying fronds are to be removed.
- 2) **Other trees (hardwood and coniferous)** - shall be pruned once per year and as needed to maintain the health and appearance of the tree as per ANSI 300 standards. Also, pruning of occasional limbs may be necessary.
- 3) **Shrubs** - shall be trimmed on a once every other month basis to maintain health, appearance and growth of the plant. Trimming will take into consideration special growing characteristics of the

plant, such as pruning after flowering.

Note - Shrubs and trees, when damaged, shall be pruned immediately. Trees, shrubs, ground covers, and/or other installed landscape plants shall be pruned, trimmed, staked appropriately treated, or replaced if damaged or destroyed; with priority to storm damage, accidents or other incident, to be remedied per ANSI 300 standards within 48 hours of notification to Contractor.

F) Tree and Shrub Maintenance – Chemical

1) **Fertilization**

a) **Palm Trees** – shall be fertilized two (2) times per year and as needed to sustain the tree, with a palm fertilizer broadcast throughout the root zone.

b) **Other trees and shrubs** – shall be fertilized as surrounding turf is done once a year to sustain the plant with proper formula for trees and shrubs.

2) **Insect Control** – on all trees and shrubs shall begin when there is a noticeable and undesirable change in the condition of the plant, or when known insect problems occur.

3) **Weed Control** – weeds and grass shall be controlled within a two-foot radius around trees and shrubs for visual control.

B.11 DEFINED AREAS

Below are the descriptions of the maintenance areas:

A. **GROUP A - North County Lift Stations** – Mow area within the defined space of each lift station and clear all vegetation on the outside of fence to provide a three-foot buffer from the outside of the fence line to sidewalks, walls, berms, hedgerows, or wooded areas that may be on the outside of the fence line (**for designated stations only**). All trees, shrubs, and palms to be trimmed per specifications. Contractors shall use the Manatee County Street Atlas Index Map, which is attached to this Request for Offer, to aid them in locating the lift stations.

Number of sites, Acreage and Inventory (Estimated):

- a. 49 Sites
- b. 311,839 Square Feet (7.16 Acres)
- c. 101 Trees / Palms

B. **GROUP B - East County Lift Stations** – Mow area within the defined space of each lift station and clear all vegetation on the outside of fence to provide a three-foot buffer from the outside of the fence line to sidewalks, walls, berms, hedgerows, or wooded areas that may be on the outside of the fence line (**for designated stations only**). All trees, shrubs, and palms to be trimmed per specifications. Contractors shall use the Manatee County Street Atlas Index Map, which is attached to this Request for Offer, to aid them in locating the lift stations.

Number of sites, Acreage and Inventory (Estimated)

- a. 68 Sites
- b. 190,125 Square Feet (4.36 Acres)
- c. 41 Trees / Palms

C. **GROUP C - West County Lift Stations** – Mow area within the defined space of each lift station and clear all vegetation on the outside of fence to provide a three-foot buffer from the outside of the

fence line to sidewalks, walls, berms, hedgerows, or wooded areas that may be on the outside of the fence line (**for designated stations only**). All trees, shrubs, and palms to be trimmed per specifications. Contractors shall use the Manatee County Street Atlas Index Map, which is attached to this Request for Offer, to aid them in locating the lift stations.

Number of sites, Acreage and Inventory (Estimated)

- a. 63 Sites
- b. 255,455 Square Feet (5.86 Acres)
- c. 141Trees / Palms

The bid form is an '**interactive excel spreadsheet**' providing facility locations which are to be maintained as specified herein.

The County reserves the right to add or delete locations as well as add to or delete Work from locations as becomes necessary throughout the Agreement.

B.12 SERVICE DEFINITIONS

Wherever used, the following definitions shall apply in the type of service:

Mow- Cutting of grass;

Edging- Trimming of grass from sidewalks, roadways (keeping the edge of asphalt exposed when without curb), curbs;

Trim- Line whipping of grass from poles, posts, signs, guardrail and other areas not able to be mowed with large mower;

Blow- Removal of grass from sidewalks, roadways, and driveways by sweeping or blowing;

Plant beds and/or trees -Trim and maintain health of plants, trees and shrubs, fertilize according to plant needs and quote specifications;

Deforest – Clear all grass and vegetation of the fence line, via mechanical and chemical means to provide a three-foot buffer between the outside fence line to sidewalks, walls, berms, hedgerows, or wooded areas that may be on the outside of the fence line;

Mulch - mulch all beds semi-annually;

Tree – trim as needed per specifications.

All service types shall include the chemical maintenance according to turf and plant needs as described in the quote specifications.

B.13 PERFORMANCE BASED PENALTY

The Contractor will ensure adequate landscaping maintenance services staffing is maintained in accordance with this specification. Failure to meet minimum performance:

- a. First warning - meeting with Utilities staff to discuss corrective action
- b. Second warning - meeting with Utilities staff and Procurement to review written Vendor Performance Report
- c. Third and Final warning – termination of contract

B.14 AWARD

The County may Award multiple agreements by group. All line items within a group must have a unit price. A Contractor may be awarded multiple groups provided their current staff can support services as specified in this solicitation.

The Agreement term is from date of final execution of the Agreement through December 31, 2019. The County reserves the right to renew the Agreement for up to five additional one year renewals.

END OF SECTION B

**SECTION C
OFFER RESPONSE**

This Section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each Offeror provides will be used to determine those Offerors with the background, experience and capacity to perform the scope of services as stated in this RFO and which Offer best meets the overall needs of the County. For more information on the evaluation process, refer to Section D, Evaluation of Offers.

C.01 INFORMATION TO BE SUBMITTED

The contents of each Offer will be organized and arranged with tabs 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.

C.02 OFFER FORMAT

A. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Offer.

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

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Contractors 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. Offeror must possess and provide a copy of current, valid landscape certification issued by the state of Florida.
3. Offeror has examined the sites and confirms it is aware of all existing conditions of the Work to be done and the precautions to be taken to avoid injury to persons and damage to property.

Provide a statement on company letterhead and signed by an authorized official of the Offeror confirming the required site visits were made to each location. Include the name(s) of the individual(s) who made each site visit and the date each site visit was performed.

4. Offeror must employ at least one individual who possesses a current, valid license or certification to apply pesticides issued by the Florida Department of Agriculture and Consumer Services.

Provide a copy of the qualifying individual's license or certification to apply pesticides issued by the Florida Department of Agriculture and Consumer Services.

5. The Offeror has provided landscape maintenance services for at least five (5) clients since November 1, 2016. Provide the following information for the five (5) qualifying clients.
 - a) Name of client
 - b) Location (City/State)
 - c) Client contact name
 - d) Contact phone
 - e) Contact email
 - f) Service dates (Start/End)
6. Offeror 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

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

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

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

C. TAB 3 – FORMS

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

1. Attachment A, Acknowledgement of Addenda
2. Attachment B, Offer Signature Form
3. Attachment C, Public Contracting and Environmental Crimes Certification
4. Attachment D, Manatee County Code of Law (not applicable)
5. Attachment E, Certificate of Insurance, Hold Harmless Certification

D. TAB 4 - TRADE SECRETS

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

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Offer that are not being declared as trade secret. NOTE: Offers cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Contractor shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.

3. Contractor shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Contractor shall provide an additional copy of its Offer that redacts all designated trade secrets.

E. TAB 5 - CONTRACTOR STATEMENT OF ORGANIZATION

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

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Contractor's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Contractor's W-9.
6. Contact information for Contractor's corporate headquarters and local office (if different) NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
Address
City, State, Zip
Phone
Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Contractor's primary and secondary representatives during this RFO process to include the following information:
Name
Phone
E-mail
Mailing Address
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 Contractor, 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 Contractor's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

F. TAB 6 – CONTRACTOR AND TEAM'S EXPERIENCE

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

1. Provide a summary of Contractor's background, size and years in business.
2. Provide Contractor's years of experience in landscape maintenance services, particularly for other government agencies.
3. Identify and include information regarding experience and qualifications of Contractor's key staff to be assigned to the services. Include a resume for each with their full names, the name of the firm(s) 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 company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to corrosion and odor control equipment, chemicals and/or services.

5. Describe any significant or unique accomplishments or awards received by Contractor or its subcontractors in previous similar services.
6. Provide a minimum of five client references for 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 and fax numbers
 - e. Client contact email address
 - f. Brief description of all services provided (1-2 sentences)
 - g. Performance period (start/end dates)
 - h. Total dollar value of contract

G. TAB 7 - CAPACITY

Provide the following information regarding Offeror's capacity for the provision of services.

1. 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.
2. If Offeror's staffing resources includes sub-consultants, submit the name of the firm(s), detail how subcontractors will be used and to what extent.
3. If Offeror is teaming with other entities to provide the required goods and services, detail any prior similar work Offeror and other team members have jointly performed.
4. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
5. An explanation, in general terms, of Offerors' financial capacity to perform the scope of services. If Offeror is jointly filing a Offer with other entities, details must be provided to demonstrate financial capacity of each entity.
6. 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 Offeror, 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 Offeror'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 Offer files for subsequent use, review, and discussions during evaluations.
7. Disclose any ownership interest in other entities proposed for 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.
8. Detail Offeror and any subcontractor's current workloads and any projected changes to the workload within the next six months.

H. TAB 9 – APPROACH

Provide Offeror's project approach to include the following:

1. Details of schedule for work specified.
2. A narrative that clearly demonstrate Offeror's ability and willingness to meet response times.
3. Provide a narrative of the proposed approach 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 pre-scheduled meetings
 - c. How the Offeror plans on ensuring accessibility and availability during the term of the Agreement
5. Provide a list of risks related to the provision of services, and Offeror's proposed mitigation procedures for each item.
6. Include a detailed description of the Offeror's safety plan to control the environment of the work site during on site operations.
7. Provide a list, with written specifications for all products and chemicals proposed to be used.
8. Offerors are encouraged to propose the use of as many 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.
9. Provide a list with brief descriptions of all mowing and landscape equipment proposed for the County's services. Photos may be included with the equipment descriptions.
10. Describe the training to be provided to Offeror's staff to ensure they understand the requirements of the Agreement.

I. Fees

Offeror should use the Fees form provided for submitting its Fees. Fees must be submitted as all-inclusive to provide the Work in accordance with the requirements identified in the Scope and as set forth in this RFO document.

Submit one hard copy original and one duplicate hard copy of the Fees proposal form in a separate sealed envelope labeled 'Fees Proposal' with Offerors name on the outside of the envelope. Include with Offeror's original hard copy proposal. Do Not include copies of the Fees proposal form in the duplicate hard copies of the response.

Offeror's fees shall remain firm for a minimum of 12 months after execution of the Agreement. Any escalation in pricing thereafter will be based on the Bureau of Labor Statistics Employment Cost Index change in the most recent 12-month period. No more than one price escalation will be permitted in any 12-month period.

NOTE: Overtime charges are not allowed and shall not be included in the Quoted fees.

END OF SECTION C

**SECTION D
EVALUATION OF OFFERS**

D.01 EVALUATION

Evaluation of Offers will be conducted by County staff and 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.

D.02 RECOMMENDATION FOR 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.

D.03 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFO.

<u>Criteria</u>	<u>Maximum Points</u>
Offeror & Team's Experience	30
Capacity	30
Approach	15
Other Criteria	10
Fee Offer	15

D.04 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.

END SECTION D

**SECTION E
NEGOTIATION OF THE AGREEMENT**

E.01 GENERAL

- a. The Offer will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- 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 Request for Offer whether, or not, the Offer is accepted.
- c. All products and papers produced during the solicitation process become the property of Manatee County upon termination or completion of the engagement.
- d. To indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Offeror, including actions or claims arising from County's non-disclosure of the trade secret materials.

E.02 AGREEMENT

The selected Offeror(s) will be required to negotiate a contract in a form and with provisions acceptable to the County. Negotiated contracts may or may not include all elements of this RFO or the resulting successful Offer where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

E.03 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 of either the Procurement Official or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

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

END SECTION E

ATTACHMENT A ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
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
Print Name & Title of Authorized Official	Signature of Authorized Official
	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:

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

ATTACHMENT C
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

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

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

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

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

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

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

of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

_____ My commission expires _____ Notary
Public Signature

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

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

ATTACHMENT D

MANATEE COUNTY CODE OF LAWS

CHAPTER 2.14.60

https://library.municode.com/fl/manatee_county/codes/code_of_ordinances?nodeId=PTIIMACOCOR_CH2-14ENRE_ARTIVLAMAFERE

ATTACHMENT E
INSURANCE AND BOND REQUIREMENTS

The Successful Offeror will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Successful Offeror 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):

Insurance / Bond Type	Required Limits
<input checked="" type="checkbox"/> Automobile Liability:	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles. \$ <u>2,000,000</u> combined single limit, or \$1,000,000 bodily injury and \$1,000,000 property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$1,000,000 Hired-Non Owned Liability and \$10,000 Medical Payments. <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Commercial General Liability: (Per occurrence form only; claims-made form is not acceptable)	Coverage shall be afforded under a per occurrence policy form. \$ <u>2,000,000</u> single limit per occurrence; \$ <u>4,000,000</u> aggregate Coverage must include: \$4,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Liability \$100,000 Fire Damage Liability \$10,000 Medical Expense, and \$1,000,000 Third Party Property Damage. \$_____ Project Specific Aggregate (Required on projects valued at over \$10,000,000) <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Employer's Liability:	\$ <u>100,000</u> each accident \$500,000 disease each employee \$100,000 disease policy limit
<input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements. 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. <u>Note:</u> Should "leased employees" be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.

Insurance / Bond Type	Required Limits
	<p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<input type="checkbox"/> Other Insurance, as noted:	<p><input type="checkbox"/> Aircraft Liability \$ _____ single limit per occurrence \$ _____ aggregate Coverage shall be carried in limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate and shall specifically include coverage for the operation of Unmanned Aircraft Systems (UAS), including liability, and property damage.</p> <p><input type="checkbox"/> Installation Floater If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Offeror shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). \$ _____ per occurrence</p> <p>Professional Liability and/or Errors and Omissions (E&O) Liability Professional (E&O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$_____ Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed. Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable. The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>

Insurance / Bond Type	Required Limits
	<p>f. <input type="checkbox"/> Cyber Liability Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than \$_____ Security Breach Liability, \$_____ Security Breach Expense (each occurrence), \$_____ Security Breach Expense (aggregate), \$_____ Replacement or Restoration of Electronic Data, \$_____ Extortion Threats, \$_____ Business Income and Extra Expense, and \$_____ Public Relations Expense. The policy must not carry a self-insured retention/deductible greater than \$_____.</p>
	<p>g. <input type="checkbox"/> Hazardous Materials Insurance Hazardous materials include all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><input type="checkbox"/> <i>Pollution Liability</i> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <i>Asbestos Liability (If handling within scope of Contract)</i> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <i>Disposal</i> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><input type="checkbox"/> <i>Hazardous Waste Transportation Insurance</i></p>

Insurance / Bond Type	Required Limits
	<p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The Successful Offeror shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.</p> <p>The Successful Offeror must also provide the EPA Identification Number.</p> <p>h. <input type="checkbox"/> Liquor Liability Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>i. <input type="checkbox"/> Garage Keeper's Liability 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 must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>j. <input type="checkbox"/> Bailee's Customer Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft \$_____ per occurrence</p>
<input type="checkbox"/> Bid Bond:	<p>A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer. Bid bond shall be submitted with the sealed bid 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 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p>
<input type="checkbox"/> Payment and Performance Bond:	<p>A construction project over \$200,000 requires a Payment and Performance Bond be submitted by Successful Offeror for 100% of</p>

Insurance / Bond Type	Required Limits
	the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.

Reviewed by Risk: 

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Offeror, his agents, representatives, and employees; products and completed operations of the Successful Offeror; or automobiles owned, leased, hired or borrowed by the Successful Offeror. 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 Offeror shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Offeror'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 Offeror's insurance and shall be non-contributory.
- c. The insurance policies must be written on an occurrence form. Claims-made form is not acceptable.

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 Offeror for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

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

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

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division**

**1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
 - d. Successful Offeror shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 - e. Successful Offeror agrees that should at any time Successful Offeror fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 - f. The Successful Offeror waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 - g. The Successful Offeror has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the Successful Offeror's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Offeror shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Offeror shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Offeror's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Successful Offeror 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 Offeror's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Offeror and shall become a part of the contract.
- V.** Successful Offeror 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 bid, the bidder agrees should its bid be accepted, **to execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified

check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If County enters into an agreement with a bidder, or if County rejects any and/or all bids, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the Successful Offeror shall obtain, for the benefit of and directed to County, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Successful Offeror 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 Offeror 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 Offeror being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

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

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

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

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

OFFEROR'S INSURANCE STATEMENT

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

Bidder Name: _____ Date: _____

Authorized Bidder's
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Surety Agency: _____

Surety Name: _____ Surety Phone: _____

Please return this completed and signed statement with your offer.

ATTACHMENT F
Manatee County, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless

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

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

PROJECT NUMBER AND/OR NAME	
INSURANCE AGENT	
OFFEROR SIGNATURE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ [YOUR FULL LEGAL NAME], who is personally, known to me or who has produced _____ as identification.

Notary Signature _____

Print Name: _____