

RFO No.
18-R068258JE
Ice Vending Machine Services
April 9, 2018

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



NOTICE TO OFFERORS
REQUEST FOR OFFERORS NUMBER 18-R068258JE
Ice Vending Machine 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 Ice Vending Machine 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 **May 18, 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 the County's needs, a non-mandatory Information Conference will be held at: 10:30 A.M. ET on April 25, 2018 at the Manatee County Procurement Division, 1112 Manatee County 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 27, 2018. 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: Jacob Erickson, Contracts Negotiator
(941) 749-3053, Fax (941) 749-3034
Email: jacob.erickson@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: 

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SECTION A
INSTRUCTIONS TO OFFERORS
RFO NUMBER 18-R068258JE

To receive consideration, Offerors must meet the minimum qualification requirements and comply with the instructions contained in this Request for Offerors (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 **May 18, 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(s) clearly identifying Offeror and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy 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-R068258JE, Ice Vending Machine 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 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 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.07.

A.12 DETERMINATION OF RESPONSIBLENESS 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 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 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 & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Information Conference	April 25, 2018 10:30 A.M. ET
Question and Clarification Deadline	April 27, 2018
Final Addendum Posted	May 7, 2018
Offer Response Due Date and Time	May 18, 2018, no later than 3:00 P.M.
Evaluation Completed	May 2018
Projected Award	May 2018

END SECTION A

**SECTION B
EVALUATION OF OFFERS
RFO NUMBER 18-R068258JE**

B.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.

B.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.

B.03 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFO.

Criteria	Maximum Points
Project Approach	40
Capabilities and Sustainability	30
Offeror and Team's Experience	10
Proposed Commission Structure	20

B.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 B

SECTION C
NEGOTIATION OF THE AGREEMENT
RFO NUMBER 18-R068258JE

C.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.

C.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.

C.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 C

**ATTACHMENT A
ACKNOWLEDGMENT OF ADDENDA
RFO NUMBER 18-R068258JE**

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
Print Name & Title of Authorized Official	Signature of Authorized Official
	Date

ATTACHMENT B
OFFER SIGNATURE FORM
RFO NUMBER 18-R068258JE

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
RFO NUMBER 18-R068258JE

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
INSURANCE AND BOND REQUIREMENTS
RFO NO. 18-R068258JE**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
<p>1. <input checked="" type="checkbox"/> Automobile Liability:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability: (Per Occurrence form only; claims-made form is not acceptable)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ 1,000,000 Personal and Advertising Injury Liability • \$ 50,000 Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.s.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee <p>\$<u>500,000</u> Disease Policy Limit</p>
<p>4. <input checked="" type="checkbox"/> Worker's Compensation</p>	<p>Coverage limits of not less than:</p>

<input type="checkbox"/> US Longshoremen & Harbor Workers Act coverage <input type="checkbox"/> Jones Act coverage	<ul style="list-style-type: none"> • 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. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
OTHER INSURANCES	REQUIRED LIMITS
5. <input type="checkbox"/> Aircraft Liability	<input type="checkbox"/> Aircraft 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 <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. \$ _____ General Aggregate. <input type="checkbox"/> Unmanned Aircraft (Drone) Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than: \$ _____ Each Occurrence Property and Bodily Injury. Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. \$ _____ General Aggregate.
6. <input type="checkbox"/> Installation Floater	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: <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)

<p>7. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Insurances</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p>\$ _____ Bodily Injury and Property Damage Each Occurrence \$ _____ General Aggregate</p>
<p>8. <input type="checkbox"/> Builder’s Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 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 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>9. <input type="checkbox"/> Cyber Liability</p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <p>\$ _____ 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</p> <ul style="list-style-type: none"> • Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.

10. Hazardous Materials Insurances (as noted)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

<p>11. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</p>
<p>12. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • <u>\$1,000,000</u> Each Occurrence and Aggregate.
<p>13. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the lot or garage.
<p>14. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <p>Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</p>

<p>15. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ 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)
<p>16. <input type="checkbox"/> Other (Please Specify)</p>	
<p>BOND REQUIREMENTS</p>	
<p>17. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p>18. <input type="checkbox"/> Payment and Performance Bond</p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved by Risk: _____

Date: _____

INSURANCE REQUIREMENTS

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

1. 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 on an occurrence form.

2. 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:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful 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.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Successful 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

3. The project's solicitation number and title shall be listed on each certificate.
 4. 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.
 5. 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.
 6. 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.
 7. The Successful Offeror has sole responsibility for all insurance premiums and policy deductibles.
 8. 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.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful 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.

[Remainder of page intentionally left blank]

**INSURANCE STATEMENT
RFO NUMBER 18-R068258JE**

THE UNDERSIGNED has read and understands the aforementioned insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your proposal.

EXHIBIT 1
SCOPE OF WORK
RFO NUMBER 18-R068258JE

1.01 Definitions:

- A. "Ice" means a product that is formed by freezing potable drinking water to a solid state and is intended for human consumption.
- B. "Vending Machine" means a self-service machine that acts as a stand-alone packaged ice machine with no continual on-site personnel.
- C. "Packaged Ice" means ice that is enclosed in a container and is offered for sale for human consumption.

1.02 Purpose

Manatee County is seeking Offers to furnish, install, operate, maintain and provide Vending Machines for multiple County locations.

1.03 Background

Manatee County is a full-service local government located adjacent to the Manatee River on the West Coast of Florida. It is a growing, urbanizing community serving an estimated population of 350,000. The County Parks & Natural Resources Department offers nationally recognized programs, parks and facilities and maintains and manages 42 active recreation parks, eight (8) boat ramps and over 30,000 acres of preserve lands and coastal resources that provide opportunities for exercise and passive recreation, social interaction, learning, growth and relaxation.

1.04 County Rights and Responsibilities

Manatee County will retain the following rights and responsibilities:

- A. The right to negotiate and approve the type/model of equipment to be installed.
- B. The right to correct deficiencies and charge the cost to the Offeror at cost plus 30% in the event vending equipment is not properly maintained by the Offeror.
- C. The right to have the final say on the suitability of all equipment.
- D. The right to inspect ice vending facilities.
- E. The right to review and approve any plan for modifications, physical improvements, signage, or additional fixtures to the vending area that are desired by the successful Offeror prior to installation of a Vending Machine.
- F. Be responsible for all utility connections; not limited to electrical and plumbing as required by the authority having jurisdiction.
- G. Be responsible for water metering.
- H. Upfront payment of all utilities required for the operation of Vending Machines and other Equipment.
- I. Provide use of and access to a dumpster for disposal of trash and recyclable materials.
- J. Be responsible for emptying the designated dumpster. All Vending Machine-related maintenance and upkeep shall be the responsibility of the selected Offeror.

1.05 Scope

Successful Offeror shall, at its expense, furnish, install, stock and maintain commercial grade, automatic Vending Machines at one of the locations designated in Appendix A – Ice Vending Machine Potential Locations, for the purpose of selling ice in unattended areas located within Manatee County. These services shall be provided 24 hours per day, 365 days per year. Successful Offeror shall be solely responsible for payment of any and all sales tax due for space rental and on the sale of its product.

1.06 Pilot Program

At its sole discretion, the County reserves the right to require the successful Offeror, that has not previously performed the services required in this RFO, to operate a single location pilot program. Such pilot program can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the Agreement. As part of the pilot program, the County will make a determination if the successful Offeror has performed in accordance with the requirements of the Agreement, and to the County's satisfaction, and make a determination to terminate, modify or continue the Agreement.

If the County elects to continue the Agreement, the date the pilot program commenced will be the start date for the initial Agreement term.

1.07 Offeror Rights.

The County shall grant the successful Offeror exclusive rights to operate the Vending Machines at designated locations during the term of the Agreement and will not permit any similar services to be operated by other entities at the designated locations without notification to the Offeror. This right does not apply to the County's right to provide ice for special events that are sponsored by the County.

1.08 Refund Policy

The successful Offeror shall have a refund website, email address and/or or phone number posted on the Vending Machines, providing patrons instructions on how they can request a refund and informing them that County Staff do not provide refunds. The refund instruction label must identify the appropriate point of contact for refunds and include the physical location of the refund office and must remain intact throughout the duration of the Agreement.

Additionally, the label shall include contact information for service requests and the equipment unit identification number.

1.09 Technical Requirements

Successful Offeror shall meet the following requirements:

- A. Ice shall be manufactured, processed, and packaged using methods that preclude contamination of the ice.
- B. Air used for water agitation shall be filtered or otherwise treated to render it free of oil, dust, dirt, insects, and extraneous material.
- C. Only potable water or water received from a public water system or from a nonpublic system that meets State drinking water quality standards, including any applicable sampling and testing requirements, may be used to manufacture ice that is intended for human consumption. Water from a public water system shall comply with (i) the provisions of the National Primary Drinking Water Regulations set forth in 40 C.F.R. Part 141 and (ii) any drinking water quality standards established by the State of Florida.
- D. The facility in which the Vending Machine is operated shall meet all applicable building, plumbing, electrical, and fire code requirements; including registration and licensing through the Florida Department of Agriculture and Consumer Services.
- E. The floors, walls, and ceiling of the facility shall be smooth, nonabsorbent, easily cleanable, and kept clean and free of vermin, mold and other contaminants.
- F. The Vending Machine shall drain by a floor drain or other system that does not permit water to pool inside the machine.
- G. A plumbing system shall be maintained for disposing of wastewater and chemicals used to clean the

facility floor; to wash, rinse, and sanitize the ice machine's ice bin; to clean dispensing devices; and for handwashing and similar purposes. All wastewater shall be drained to a wastewater disposal system approved by the County.

- H. The Vending Machine shall provide a backflow prevention device on the supply side of the Vending Machine water filter as required–pursuant to applicable law for facilities where items for human consumption are prepared or sold.
- I. Surfaces of the Vending Machine that are intended to come in contact with ice or water used to produce ice shall be:
 - (1) Smooth, nonabsorbent, safe, durable, easily cleanable, and kept clean
 - (2) Made of corrosion-resistant material;
 - (3) Free of lubricants, gears, bearings, and welds that are not of food grade
 - (4) Able to withstand repeated washing, rinsing, and sanitizing
 - (5) Comply with the requirements of the 2013 Food Code issued by the U.S. Food and Drug Administration regarding the protection of delivery tubes, chutes, and orifices used in dispensing self-service bulk ice
- J. Surfaces of the Vending Machine that are not intended to come in contact with ice or water used to produce ice shall be constructed of corrosion-resistant, nonabsorbent, easily cleanable and smooth material if exposed to splash, spray, or condensate.

1.10 Testing

As required by the Florida Department of Agriculture and Consumer Services (FDACS), the successful Offeror shall conduct microbiological analysis on a sample of the ice product sold at each Vending Machine. Successful Offeror shall provide a copy of the results from the analysis conducted to the County and FDACS within ten days of the analysis. Successful Offeror shall maintain records of all such analyses as required by law and make the records available to the County upon request. Successful Offeror shall provide analysis results to the FDACS immediately upon receipt of the results and at any time during the Agreement term upon request by the FDACS.

1.11 Equipment Requirements

Successful Offeror shall:

- A. Be responsible for reimbursing the County for all upfront payment of utilities required for the operation of Vending Machines and other equipment as well as use of a County dumpster for the disposal of trash and recyclable materials at a fee amount to be negotiated.
- B. Be solely responsible for providing all necessary equipment including the Vending Machines and other equipment such as bill changers at no cost to the County. All Vending Machines and other equipment shall remain the sole property and responsibility of the successful Offeror.
- C. Only install new Vending Machines and other equipment.
- D. Only install Vending Machines that are National Sanitation Foundation and National Automatic Merchandising Association (NAMA) certified and/or approved.
- E. Be solely responsible to maintain all its Vending Machines and other equipment.
- F. Be sole responsibility of stocking, securing, servicing, the Vending Machines and other equipment.
- G. Provide Vending Machines that have non-reset cash meters for reporting sales and accept cashless vending, such as debit cards and/or credit cards.
- H. Ensure all electrically operated Vending Machines and other equipment furnished are equipped to provide thermal overload protection.
- I. Ensure all Vending Machines are equipped with all necessary safety devices.
- J. Ensure all safety devices are maintained in an operating condition at all times.
- K. All instances of damage, theft and/or vandalism shall be reported to the County representative or

alternate designee within 24 hours of the incident. The County shall not be responsible for any damages, theft or disappearance from break-in, burglary, or power failure due to hurricane, electrical storm, or any act of God. The Offeror shall be responsible for all slugs (counterfeit monies) and cash shortages.

- L. Initiate a preventative maintenance program to minimize breakdown. Successful Offeror shall maintain the Vending Machines on a regular schedule for painting and refurbishing as determined by successful Offeror, or sooner if requested by the County representative. The successful Offeror is required to perform emergency service to all Vending Machines within 24 hours of notification.
- M. Retain sole ownership of the Vending Machine as described and the Offeror shall be financially responsible for obtaining and properly displaying all required insurance permits, licenses and bonding to comply with pertinent health, local board, regulations and municipal, state and federal laws. Further, the successful Offeror shall assume liability for all applicable taxes, including but not restricted to sales, property, and beverages. The County shall not be responsible for paying fees, taxes or other charges of any kind outside the scope of this contract.
- N. Be solely responsible to provide a copy of their respective business licenses as required for the Vending operations described herein. Copies of any required licenses shall be provided to Manatee County annually.
- O. Vending Machines, at the time of installation, shall be new with no dents, scratches, broken or damaged exterior components. Manatee County retains the right to refuse Vending Machines for any reason and require successful Offeror to repair or replace.
- P. Ensure installed Vending Machines are energy efficient in design, have industry standard safety features, a positive vend sensor and are UL listed.
- Q. Coordinate with the County staff to schedule the installation of equipment to accommodate scheduling and any transitional requirements.
- R. Ensure that installation of the Vending Machine and other equipment are in accordance with manufacturer standards and, as applicable, the Florida Building Code.
- S. Obtain all applicable permits and licenses required for the operation of the Vending Machines.
- T. Ensure the Vending Machine is anchored to the ground in accordance with Federal Emergency Management Agency (FEMA) and manufacturer's requirements and regulations.
- U. Be solely responsible for the immediate removal from the County premises of any debris, packaging cartons, and other trash resulting from the initial installation as well as from any subsequent repair and replacement of Vending Machines and other equipment.
- V. Provide signage that states the ice Vending Machine is not a County maintained or operated machine.

1.12 Reporting Requirements

The successful Offeror shall collect, account and maintain complete and accurate records of all monies generated from the Vending Machine operations. Successful Offeror shall ensure that counters are provided in each Vending Machine for audit purposes. The County reserves the right to randomly audit machines for verification of revenues.

The successful Offeror shall retain all books, records, and other documents relative to the Agreement for five (5) years after final payment, or until final audit is conducted by Manatee County, whichever occurs first. The County, its authorized agents, and State auditors shall have full access to and the right to examine any of said records until the retention period has ended.

Offeror shall provide a monthly summary, by Vending Machine, of number of bags sold and gross revenues. Monthly summaries are due by the 10th day of the month for the sales and revenues received in the previous month. Revenues must be itemized by cash and debit/credit card.

1.13 Commission Payments

The commission paid by successful Offeror to Manatee County monthly shall be a negotiated amount based on per bag sold. The County retains the right to negotiate the initial guaranteed amount with successful Offeror prior to award of the Agreement and annually, at time of contract renewal. Successful Offeror shall remit commission checks to the County in the agreed upon amount, that directly correspond to the revenues reported. Commission checks are due to the County by the 10th day of the month for the previous month's revenues.

1.14 Service Requirements

Successful Offeror shall provide the following service requirements:

- A. Pull the Vending Machine out and clean behind and under at least two (2) times per year, or within 48 hours of a request for maintenance or cleaning from the County and re-inspected by the authority having jurisdiction.
- B. Ensure all services and Vending Machines comply with the regulations of the Health Department and/or such other governmental agencies having authority in this area.
- C. Conduct its Vending Machine operations in an orderly manner so as not to disturb, annoy, or be offensive to customers, patrons, or other tenants in the building where the Vending Machine is located. This includes all external lighting, which must comply with the Manatee County Lighting Ordinance.
- D. Clean/sanitize and maintain installed Vending Machines, changers, vending card readers and related components in good working order and shall be solely responsible for the expert maintenance and repair of equipment. Offeror shall furnish, at its own expense, a mechanic to service installed equipment, vending card readers and related components. Service requests shall be available 24 hours / 7 days a week and repairs shall be made within 24 hours of service call.

1.15 Management Requirements

Successful Offeror shall:

- A. Have a route supervisor or marketing representative conduct on-site visits and inspections at least one time every four weeks for quality control purposes.
- B. designate a management representative to be the County point of contact. This representative shall schedule a visit with the County every six months to review revenue performance and goals.
- C. Provide managerial and administrative supervision and oversight of its Vending Machines and its operation.
- D. Ensure its employees abide by applicable County policies and procedures while on County property.
- E. Generate and submit a quarterly report to the County with results of the monthly inspections to include, but not be limited to:
 - i. Outline the findings
 - ii. Details of repairs and maintenance efforts
- F. Obtain written approval of the County prior to any addition, substitution, removal or relocation of a Vending Machine or other equipment.
- G. Bear any and all losses sustained due to the theft of monies, products and/or damage to its Vending Machines and other equipment while located on County property.
- H. Obtain prior written consent of the County prior to use of the County name or any logos of the County in connection with any activities not covered by this RFO, or in any marketing or promotional activity.

- I. Be prohibited from advertising for services, discounts, or special deals rendered at locations other than the County locations at Vending Machines located on County property.

[Remainder of page intentionally left blank]

END EXHIBIT 1

EXHIBIT 2
OFFER RESPONSE REQUIREMENTS
RFO NUMBER 18-R068258JE

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.

2.01 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.

2.02 OFFER FORMAT

A. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Offer.

1. A cover page that identifies Offeror, the RFO by title and the RFO number.
2. An introductory letter/statement that describe your proposal 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 Offeror 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. County will verify registration.

2. Offeror must possess current occupational/business license to perform the services issued by Manatee County.

Provide a copy of occupational license issued by Manatee County to perform the services.

3. The Offeror shall clearly demonstrate experience in providing ice vending machine services in at least one (1) commercial location.

Provide the following information for the one (1) commercial location:

- a. **Name of Commercial Location**
- b. **Location (City/State)**
- c. **Client contact name**

- d. **Contact phone number**
 - e. **Contact email**
 - f. **Service Dates (Start/End)**
 - g. **Brief description of services provided**
4. Offeror is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <https://www.sbafla.com/fsb/default.aspx>

No documentation is required. County will verify.

5. If Offeror is submitting as a joint venture, the required documents must be filed 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 Offeror's approved filing with the Florida Department of Business and Professional Regulation. If Offeror is not a joint venture, provide a statement to that effect.

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

Disclose the name of any officer, director and 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 Offeror's firm or any of its branches. If no conflict of interests are present, Offeror must submit a statement to that effect.

C. **TAB 3 – FORMS**

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

- 1. Attachment A – Acknowledgment of Addenda
- 2. Attachment B – Offer Signature Form
- 3. Attachment C – Public Contracting and Environmental Crimes Certification
- 4. Attachment D – Insurance Statement

D. **TAB 4 – PROJECT APPROACH**

Provide Offeror's project approach to include the following:

- 1. A narrative of Offeror's approach to providing services and how this approach meets Manatee County objectives.
- 2. A narrative of the proposed approach and methodology for engaging with County representatives and public in-the-course of performing the duties.
- 3. An explanation of Offeror's technical ability to implement and perform all facets of the scope of services defined in Section B: Scope of Services.
- 4. If two or more entities are jointly filing an Offer, details clearly demonstrate individual roles and responsibilities of each entity.
- 5. Details of the types of Vending Machines and other equipment proposed. Offeror shall provide illustrated brochures indicating the type and model of Vending Machine proposed.

6. Provide details of Offeror's procedures for handling, depositing, reconciling, auditing, and reporting revenues by machine. Include the procedures, checks and balances, and transportation methods from Vending Machine through bank deposit.
7. Explain Offeror's methodologies and procedures for providing excellent customer service in conjunction with customer resolutions to issues such as refunds.
8. Offeror's Risk Management Plan that includes a list of risks related to the provision of services (e.g., theft, damage), the potential consequences or impact of each, and Offeror's proposed mitigation procedures for each item.
9. The County is committed to respecting the environment. Include a detailed description of the Offeror's safety plan to mediate any potential environmental impact during installation and on-site operations.
10. Submit a copy of Offeror's refund policy.
11. A comprehensive schedule of preventative maintenance to be followed during the term of the awarded agreement by which mechanical disruptions to vending efficiency shall be kept to a minimum. The Offeror's policy on spare parts inventory should be included as well.
12. Provide a detailed project schedule for managing the various other tasks identified in Section B: Scope of Services.
13. Describe Offeror's systems for ensuring safe and proper cash handling.

E. TAB 5 – CAPABILITIES AND SUSTAINABILITY

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

1. Details of the installation plan and schedule.
2. A narrative overview of the capabilities and sustainability of the ice vending machines. Narrative shall include suitability of product and services and compliance with regulatory requirements among other key defining features.
3. Provide an explanation of the Offeror's legal capacity to perform all facets of the scope of services. Include a brief description of corporate or other structure and detail the legal capabilities of Offeror relevant to performing the scope of services.
4. Provide information concerning 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 Offeror, any of its partners, employees or subcontractors, is or has been involved.
5. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
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 Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official,

which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.

7. Disclose any ownership interest in other entities involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Offer. This ownership disclosure will be included, whether such ownership occurs 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.

F. **TAB 6 – OFFEROR AND TEAM’S EXPERIENCE**

Provide details of Offeror and its team’s experience to include the following:

1. A summary of Offeror’s background, size and years in business.
2. Years of experience in ice vending machine services.
3. Detail experience in ice vending machine services for other clients (both public and private sector) particularly those within Florida.
4. Identify key personnel who will be interacting with Manatee County. Do not include personnel that will not have a key role in providing services. Describe each person’s respective area of experience.
5. Identify any proposed sub-contractors, to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to ice vending machine services.
6. Provide a minimum of three 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)

G. **TAB 7 - PROPOSED COMMISSION STRUCTURE**

Submit one hard copy original and one duplicate hard copy of the Proposed Commission Structure in a separate sealed envelope labeled “Commission Structure” with the Proposer’s name on the outside of the package. Include the envelope with Proposer’s Original hard copy proposal. Do Not include copies of the Commission Structure Form in the duplicate hard copies of the proposal response.

Offeror shall propose a payment structure that includes rent and commission to be paid to the County. Include projections of anticipated net revenues for each location listed in Attachment A and the proposed customer price that product will vend for the period of the first 12 months of the contract. Provide supporting documentation and/or justification of how those revenue and customer price numbers were determined.

END EXHIBIT 2

Exhibit 3



AGREEMENT No.

between

**MANATEE COUNTY
(COUNTY)**

and

(CONSULTANT)

SAMPLE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **<Consultant Name>**, a <company/corporation>, authorized to conduct business in the State of Florida, hereinafter referred to as the "CONSULTANT", duly authorized to conduct business in the State of Florida with offices located at INSERT VENDOR ADDRESS. COUNTY and CONSULTANT are collectively referred to as the Parties and also individually as a Party.

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interests to retain CONSULTANT to render professional services as described in this Agreement for the purpose of BRIEF DESCRIPTION OF WORK SCOPE.

WHEREAS, CONSULTANT submitted a proposal in response to Request For <Proposals/Offer> <number> and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code, resulting in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide services as detailed in **Exhibit "A"** Scope of Services.

COUNTY reserves the right to request additional services if needed.

ARTICLE 2. EXHIBITS INCORPORATED

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

- Exhibit "A"** Scope of Services
- Exhibit "B"** Fee Rate Schedule or Task Prices
- Exhibit "C"** Affidavit of No Conflict
- Exhibit "D"** Insurance Requirements

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

ARTICLE 3. COMPENSATION

- A. The total amount due by COUNTY for the services identified in **Exhibit A**, shall not exceed a total cost of **<amount in words> Dollars (\$<amount in numerals>)** as identified in **Exhibit B** for the project. Compensation will be made to CONSULTANT upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing services identified in **Exhibit A**.
- B. The deliverable payment schedule as shown on **Exhibit B**, shall be the total not-to-exceed compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- C. CONSULTANT represents that it has carefully assessed the work to be performed under this Agreement, has determined that the compensation agreed to will be sufficient for it to fully perform its obligations as set forth in the Agreement, and understands that no further funding shall be provided by COUNTY for the completion of this Agreement unless COUNTY, by way of written amendment to this Agreement, shall add additional tasks not now set forth in the Agreement.
- D. "Task," as used in this Agreement, refers to particular categories/groupings of services described in **Exhibit A**.

ARTICLE 4. AGREEMENT TERM

This Agreement shall commence on the date of execution by COUNTY (herein the "Effective Date"). The Agreement shall remain in force until all deliverables have been met as set forth in **Exhibit B**, unless terminated by COUNTY pursuant to Article 6.

COUNTY reserves the right to extend the term for <number of years>.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the herein described services at a rate of compensation according to the deliverable payment schedule stated in Exhibit B. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to

COUNTY by CONSULTANT on any other agreement between CONSULTANT and COUNTY.

- B. If any Task requires units of deliverables, then such units must be received and accepted in writing by COUNTY prior to payment.
- C. Records regarding payroll, costs and other expenditures incurred under terms of this Agreement shall be maintained and made available upon request to COUNTY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to COUNTY upon request.
- D. Records of costs incurred shall include CONSULTANT'S general accounting records and the project records, together with supporting documents and records of CONSULTANT and all sub-consultant's performing work on the project and all other records of CONSULTANT and sub-consultant's considered necessary by COUNTY for a proper audit of costs.
- E. Any dispute between COUNTY and CONSULTANT with regard to the percent of a Task that has been completed or CONSULTANT'S invoice shall be resolved in accordance with the provision of Article 10 of this Agreement.
- F. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice which shall include a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due as of the invoice date. All invoices so submitted shall include the Agreement number which COUNTY has assign to this Agreement.
- G. COUNTY must approve all invoices prior to payment being made.
- H. All costs of providing the Scope of Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- I. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.

ARTICLE 6. TERMINATION OF AGREEMENT:

A. TERMINATION FOR DEFAULT:

COUNTY shall have the right, by written notice to CONSULTANT, to terminate this

Agreement for default (Work Assignments, if applicable) if CONSULTANT fails to:

1. Provide products or services that comply with the specifications herein or that fail to meet COUNTY's performance standards;
2. Deliver the supplies or perform the services within the time specified;
3. Make progress so as to endanger the overall performance of this Agreement; or
4. Perform any of the other duties set forth in this Agreement.

Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT through the County Representative as defined in Article 8.A, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

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

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

B. TERMINATION FOR CONVENIENCE:

COUNTY, by written notice, may terminate this Agreement, in whole or in part, when it is in COUNTY'S interest. If this Agreement is terminated, COUNTY shall be liable only for goods or services delivered and accepted. COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual Work Assignments, if applicable, or to this Agreement in its entirety.

ARTICLE 7: TRANSITION SERVICES UPON TERMINATION

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

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. RESPONSIBILITIES OF COUNTY

COUNTY shall:

- A. Through its County Administrator, appoint an individual to serve as County Representative. COUNTY Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that

CONSULTANT is given written notice thereof.

- B. Make available at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of CONSULTANT, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONSULTANT's work called for by this Agreement.
- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of COUNTY.
- F. Perform activities in this Article at no cost to CONSULTANT.

ARTICLE 10. RESPONSIBILITIES OF CONSULTANT

CONSULTANT shall:

- A. Appoint a CONSULTANT's Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT's Agent shall have the authority without limitation, to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT's Agent shall have the right, from time to time, to designate such other employees of CONSULTANT's as they desire, to serve in their absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required.
- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No

Conflict, **Exhibit "C"**.

- F. Be entitled to rely upon that information which may be provided from time to time, from COUNTY. However, CONSULTANT shall call to COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT's work under this Agreement. COUNTY shall, however, hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

If CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

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

COUNTY may require in writing that CONSULTANT remove from the Work any of CONSULTANT's personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Agreement Amount or Contract Time based on COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold COUNTY harmless from and against any claim by CONSULTANT's personnel on account of the use of this provision.

ARTICLE 11. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until an Amendment to this Agreement has been approved and executed by COUNTY Procurement Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount determined to be due and owing.

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

ARTICLE 13. PUBLIC RECORDS

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

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to COUNTY.

- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, DEBBIE.SCACCIAOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER 1112 MANATEE AVENUE WEST, BRADENTON FL 34205.

ARTICLE 14. INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, design professionals and other persons employed or utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 16. INSURANCE

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as **Exhibit "D"**, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit "D"** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 17. LITIGATION SERVICES

If notified by the Office of the County Attorney in writing, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
 - 1. Predisposition, pretrial, or prehearing preparation.
 - 2. Preparation of court exhibits.

3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY's position in court.
- D. Compensation for litigation services shall not exceed CONSULTANT's Fee Rate Schedule specified in **Exhibit "B"**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- E. CONSULTANT's travel expenses will be submitted and paid in accordance with Section 112.061, Florida Statutes, provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

ARTICLE 18. LEGAL RESTRAINTS AND LIMITATIONS

CONSULTANT acknowledges that COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement, as amended, shall be in compliance with all applicable local, state and federal laws and ordinances.

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. NON-DISCRIMINATION

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

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

ARTICLE 21. ASSIGNMENT AND SUBCONTRACTS

COUNTY has selected CONSULTANT for its stated skills and abilities, as outlined in the Request for Proposal process. CONSULTANT has represented to COUNTY that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the unlikely event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY. Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement.

ARTICLE 22. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to COUNTY. Therefore, in addition to the limitations of Article 14 above, CONSULTANT shall not, without prior written consent of COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONSULTANT, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 23. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure

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

ARTICLE 24. KEY PERSONNEL

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

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

ARTICLE 25. SUB-CONSULTANTS

It is expected that CONSULTANT shall have standard in-house capability to provide all the services required by this Agreement. However, should CONSULTANT find it necessary to call upon the services of sub-consultants, CONSULTANT shall utilize the sub-consultant's fees specified in **Exhibit "B"**. CONSULTANT shall also require each sub-consultant to adhere to applicable provisions of this Agreement. The utilization of any sub-consultant by CONSULTANT shall not relieve CONSULTANT from any liability or responsibility to COUNTY pursuant to the provisions of this Agreement, as amended, or obligate COUNTY to the payment of any compensation to the sub-consultant or additional compensation to CONSULTANT. CONSULTANT is required to notify COUNTY of any replacements or additions to **Exhibit "B"** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

ARTICLE 26. NOTICES

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

To COUNTY: Manatee County Government, _____ Department
Attn: _____

Bradenton, FL _____
Phone: (941) _____
Email: _____

To CONSULTANT: _____
Attn: _____

Phone: (_____) _____
Email: _____

ARTICLE 27. PROFESSIONAL LIABILITY

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

ARTICLE 28 RELATIONSHIP OF PARTIES

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

ARTICLE 29. NO CONFLICT

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

ARTICLE 30. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition

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

ARTICLE 31. PUBLIC ENTITY CRIMES

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

ARTICLE 32. SEVERABILITY

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

ARTICLE 33. HEADINGS, CONSTRUCTION

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

ARTICLE 34. TAXES

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

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

ARTICLE 35. FORCE MAJEURE

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

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

ARTICLE 36. LEGAL REFERENCES

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

ARTICLE 37. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 38. ATTORNEY FEES

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

ARTICLE 39. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 40. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. TIME

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

ARTICLE 43. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this **Agreement No.** _____
for _____ to be duly executed by their authorized representatives:

CONSULTANT

By: _____

Print Name & Title of Above Signer

Date: _____

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

By: _____

Date: _____

EXHIBIT "A" – SCOPE OF SERVICES

SAMPLE

EXHIBIT "B" – PROJECT PRICE or FEE SCHEDULE

SAMPLE

EXHIBIT “ ”

AFFIDAVIT OF NO CONFLICT

AGREEMENT No. _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, as _____ of _____, with full authority to bind _____ (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

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

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

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

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

DATED this _____ day of _____, _____.

Signature

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

Notary Public, State of Florida at Large

Commission No. _____

EXHIBIT “ _____ ”

**ATTACHMENT
INSURANCE AND BOND REQUIREMENTS
SOLICITATION NO.**

SAMPLE