

RFP No.
18-R067627BLS
Janitorial Cleaning Services
NIGP Commodity Code 910-39
April 11, 2018

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



**ADVERTISEMENT
REQUEST FOR PROPOSALS
NO. 18-R067627BLS
JANITORIAL CLEANING SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Janitorial Cleaning Services, as specified in this Request for Proposals (RFP) to include full janitorial services for multiple Manatee County Facilities as specified in this RFP.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFP is **May 15, 2018 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 10:00 AM on April 24, 2018 at the Manatee Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Attendance is not mandatory, but is strongly encouraged.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is April 27, 2018 at 4:00 PM. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.12 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Bonnie Sietman, Contracts Negotiator
(941) 749-3046, Fax (941) 749-3034
Email: bonnie.sietman@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: 

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SECTION A

INSTRUCTIONS TO PROPOSERS

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

A.01 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **May 15, 2018 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

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

A.02 PUBLIC OPENING OF PROPOSALS

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

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

A.03 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

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

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 18-R067627BLS, Janitorial Cleaning Service, Proposer's

name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

A.04 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

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

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute proposals. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

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

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

A.06 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

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

A.07 PROPOSAL EXPENSES

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

A.08 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential proposers via an addendum to this RFP

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.09 FALSE OR MISLEADING STATEMENTS

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

A.10 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw proposals under the following circumstances:

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

A.11 JOINT VENTURES

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

A.12 LOBBYING

After the issuance of any solicitation or during renegotiations, prospective Proposers, or their agents, representatives or persons acting on behalf of such Proposer, 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 RFP 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.13 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.14 ERRORS OR OMISSIONS

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.10.

A.15 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.16 RESERVED RIGHTS

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the

right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.17 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.18 TAXES

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

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.19 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.20 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.21 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, 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. Proposer is to complete Attachment "C" and submit with its proposal.

A.23 AMERICANS WITH DISABILITIES

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

A.24 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.25 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.26 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements

for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

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

A.27 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal 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 a Proposal in response to the Request for Proposal shall belong exclusively to County.

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

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

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
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 Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

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

A.28 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.29 E-VERIFY

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

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

A.30 LICENSES AND PERMITS

The Successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

A.32 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.33 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

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

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

A.34 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 Solicitation Information Conference will be conducted at 1112 Manatee Ave. West, Suite 803	April 24, 2018 at 1:30 PM
Question and Clarification Deadline	April 27, 2018 at 3:00 PM
Final Addendum Posted	May 2, 2018
Proposal Response Due Date and Time	May 15, 2018 no later than 3:00 PM
Technical Evaluation Meeting	May 30, 2018
Technical Evaluation Meeting	June 4, 2018
Interviews/Presentations/Demonstrations (if conducted)	June 11, 2018
Best and Final Offers Requested (if conducted)	TBD
Best and Final Offers Due (if conducted)	TBD
Final Evaluation Meeting	TBD

END SECTION A

SECTION B EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the proposals for each of the evaluation criteria. The committee may final rank Proposals without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all of the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

<u>Criteria</u>	<u>Maximum Points</u>
Proposer & Team's Experience	30
Capacity	20
Approach	20
Fee Proposal	15
Interviews	15

B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

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

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers should make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank proposals without conducting clarifications, interviews, presentations and/or demonstrations. Therefore, each Proposer must ensure that its proposal contains all the information requested.

B.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and ranking. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-rank the Proposers.

B.05 RANKING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend commencement of negotiations to County Administrator,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

B.06 RECOMMENDATION FOR NEGOTIATION

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

The County will notice the Intent to Negotiate, in the same manner the original Request for Proposals document was noticed prior to commencing negotiations.

B.07 RECOMMENDATION FOR AWARD

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

END SECTION B

**SECTION C
NEGOTIATION OF THE AGREEMENT**

C.01 GENERAL

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether, or not, the proposal 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 Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

C.02 AGREEMENT

The successful Proposer(s) will be required to negotiate a contract in a form and with provisions acceptable to the County. Contract negotiations will primarily consist of elements of the scope and pricing to include alternative components in which the 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 a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the 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**

The undersigned acknowledges receipt of the following addenda:

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

Print or type Proposer's information below:

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

**ATTACHMENT B
PROPOSAL SIGNATURE FORM**

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP;
- (4) by submitting a proposal and signing below, the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (5) the Proposer, 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 proposer's information below:

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

ATTACHMENT C
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

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

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

For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

(3) been convicted of a violation of an environmental law that, 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

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

Insurance / Bond Type	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. \$ <u>2,000,000</u> combined single limit, or \$1,000,000 bodily injury <u>and</u> \$1,000,000 property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$1,000,000 Hired-Non Owned Liability and \$10,000 Medical Payments. <i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability: (Per occurrence form only; <u>claims-made form is not acceptable</u>)</p>	<p>Coverage shall be afforded under a per occurrence policy form. \$<u>2,000,000</u> single limit per occurrence; \$<u>4,000,000</u> aggregate Coverage must include: \$4,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Liability \$100,000 Fire Damage Liability \$10,000 Medical Expense, and \$1,000,000 Third Party Property Damage. \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000) <i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability:</p>	<p>\$<u>100,000</u> each accident \$500,000 disease each employee \$100,000 disease policy limit</p>
<p>4. <input checked="" type="checkbox"/> Worker's Compensation:</p>	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.</p> <p><u>Note:</u> Should "leased employees" be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are</p>

Insurance / Bond Type	Required Limits
	approved in a very limited number of instances.
<p>5. <input type="checkbox"/> Other Insurance, as noted:</p>	<p>a. <input type="checkbox"/> Aircraft Liability \$ <u>2,000,000</u> single limit per occurrence \$ <u>4,000,000</u> aggregate Coverage shall be carried in limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate and shall specifically include coverage for the operation of Unmanned Aircraft Systems (UAS), including liability, and property damage.</p> <p>b. <input type="checkbox"/> Installation Floater If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>d. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Professional (E&O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$ _____ Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded: Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed. Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable. The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>

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

Insurance / Bond Type	Required Limits
	<p>h. <input type="checkbox"/> Liquor Liability Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>i. <input type="checkbox"/> Garage Keeper's Liability Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract. Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>j. <input type="checkbox"/> Bailee's Customer Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft \$_____ per occurrence</p>
<p>6. <input type="checkbox"/> Bid Bond:</p>	<p>A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer. Bid bond shall be submitted with the sealed bid and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p>
<p>7. <input type="checkbox"/> Payment and Performance Bond:</p>	<p>A construction project over \$200,000 requires a Payment and Performance Bond 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>

Reviewed by Risk: *Sinda O. Klasing*

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 Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

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

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

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 Proposer for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

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

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

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

3. The project's solicitation number and title shall be listed on each certificate.
 4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 6. The Successful Proposer waives all subrogation rights against 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 Proposer has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance attachment shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.

- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- V.** Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this attachment.

[Remainder of page intentionally left blank]

INSURANCE STATEMENT

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 bid or proposal.

EXHIBIT 1
SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

Manatee County is seeking proposals from qualified experienced Proposer(s) with demonstrated expertise and success in providing janitorial cleaning services at a wide range of facilities similar in size, scope, and use. Service locations include but are not limited to standard offices, libraries, social services centers, modern high-rise buildings, and public restrooms.

There are approximately seventy (70) facilities in various locations throughout the County that require various types of janitorial and specialized services in accordance with scope of services outlined in this Request for Proposal (RFP).

Facilities:

- a. 14 - standalone rest rooms;
- b. 42 - single story facilities;
- c. 7 - high rise buildings of 2-9 floors;
- d. 7 - special service requirement facilities (also referenced above).

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

1.02 SCOPE

Successful Proposer shall furnish all labor, supervision, materials, equipment, supplies (with the exception of supplies listed in 1.03a), licensing, transportation, and other components necessary to provide janitorial cleaning services and other specialized services that meet the requirements of the County.

1.03 GENERAL REQUIREMENTS

- a. The County shall provide hand soap, paper hand towels, toilet tissue, trash can liners, and toilet seat covers at all locations. The County will also provide disposal sanitary bags, and urinal deodorizers in locations that have the dispensing equipment for these items.
- b. Successful Proposer(s) shall provide the County a performance based janitorial cleaning service program with a digital stamping criteria, automated attendance records, or other County approved solution to managing janitorial cleaning services and personnel.
- c. Successful Proposer shall provide reporting of completed services per the requirements in Section 1.16.
- d. Services provided by Successful Proposer under the Agreement shall be considered a 100% performance-based. Janitorial cleaning services shall be performed to, and meet the requirements of, the specifications of the Agreement without regard to number of custodians / hours needed to perform.

- e. With minimal monitoring by the County, Successful Proposer(s) shall ensure the performance of all requirements in a safe manner, performed by individuals with the expertise, knowledge, and ability to complete all tasks in accordance with the requirements of the Agreement.
- f. The number of facilities requiring regular scheduled janitorial cleaning services or special janitorial services, and the type of service at each location, is based on history. The County reserves the right to add (at current square feet fee schedule) or remove facilities, to increase or decrease square feet, change cleaning days and times, and to change the type of services required at any location at any time during the term of the Agreement.
- g. Successful Proposer shall provide janitorial services for all facilities utilizing customary and standard industry practices, in accordance with County standards specified in this RFP, and in accordance with APPA (Association of Physical Plant Administrators – Leadership in Educational Facilities) Level 2 cleanliness throughout the term of the Agreement. Services shall include all functions and tasks normally considered a part of first-class, high-quality janitorial cleaning services whether or not listed herein.

1.04 SERVICE REQUIREMENTS

The Successful Proposer shall provide janitorial cleaning services at general office facilities primarily used by County employees as well as public facilities primarily used by the general public. Successful Proposer shall perform janitorial cleaning services on a daily, weekly, or as needed basis depending on the minimum requirements in Exhibit C, Fee Schedule.

1.04.1 APPA Level 2 Definition – Ordinary Tidiness Indicators

- a) Floors and base molding shine and / or are bright and clean; colors are fresh.
- b) There is no buildup in corners or along walls.
- c) All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean. (There may be up to two-days’ worth of dust, dirt, stains, or streaks on floors and base molding and dust, smudges, and fingerprints are noticeable on vertical and horizontal surfaces.)
- d) Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate.
- e) Trash containers are clean and odor free.

1.04.2 Work Requirements

Janitorial cleaning supplies provided by Successful Proposer shall be utilized properly and safely in accordance with manufacturers specifications.

Proposer shall employ experienced, reliable, quality conscious custodians and supervisors and train them in all requirements under this Agreement. All janitorial cleaning services staff shall be physically able to perform the services required. The Successful Proposer shall enforce strict discipline and good order among its staff at all times during the provision of services. Contractual services to be performed under this contract shall be subject to inspection and approval by County representatives.

If deficiencies in service are identified during the term of the Agreement by the County, a County representative will notify the Successful Proposer of the service deficiencies via email. All deficiencies shall be remedied by Successful Proposer within twenty-four hours or the next business day. Successful Proposer shall notify the County personnel who is responsible for contract management, or designee upon completion of reported deficiency(s).

1.05 SPECIFICATIONS

1.05.1 Floor Maintenance

Successful Proposer shall ensure floors are cleaned in accordance with the following County specifications and standards to maintain safe, sanitary conditions; present a pleasing appearance; and provide protection from damage:

- a) **Damp Mopping** – A damp mopped floor shall have an evenly cleaned surface that is free of dirt, dust, hair, mop marks, smears, film, dirt residue, streaks, debris, and standing water. All mop marks on baseboards, doors and furniture shall be removed. Floors that cannot be cleaned satisfactorily by damp mopping must be scrubbed.
- b) **Scrubbing** – A scrubbed floor shall have an evenly cleaned surface that is free of dirt, dust, black marks and other foreign matter to the floor surface. Wax that has been removed during the scrubbing operation shall be reapplied.
- c) **Buffing** – A buffed floor will be done in such a manner that the finish will be evenly distributed on the floor surface. The floor surface shall present an even, clean and uniform sheen, with no brush marks left upon completion of janitorial services. Floors shall be dust mopped, damp mopped and have black marks removed prior to buffing operation.
- d) **Spray Buffing** – A spray-buffed floor shall have received spray applications of wax and sufficient buffing to provide a high gloss finish that blends in with the surrounding floor finish. The floor surface shall be cleaned to remove all dust, dirt, and black marks as part of the buffing process.
- e) **Stripping of Waxed / Sealed Surfaces** – A properly stripped floor shall have all wax / sealer removed down to the flooring material. The floor shall be left free of all dirt and stains.
- f) **Waxing** – A properly waxed floor shall have an even coating of slip-resistant wax. The floor shall be clean and bright, including corners and under furniture. Wax shall be buffed to a uniform sheen, leaving no brush marks. If self-polishing wax is used, buffing is not required.
- g) **Sealing** – A properly sealed floor shall have an even coating of slip-resistant sealer. The floor shall be clean and bright, including corners and under furniture.
- h) **Vacuuming** – A properly vacuumed floor, carpet, elevator and stairway shall be free of all dust, dirt, cobwebs, grit, and lint. This includes debris in corners, behind doors, and under furniture (except permanently positioned items, such as built-in safes or file cabinets). Removal of chewing gum or other foreign matter is considered part of vacuuming process.
- i) **Detailing** – Properly detailed carpeting shall be vacuumed with edging tools around edge of carpet, desk legs and other areas inaccessible to equipment. This process shall be done at the time of each vacuuming or cleaning.
- j) **Steam Cleaning** – Properly steamed carpet shall be free of dirt, streaks, stains and spots.
- k) **Spot Cleaning** – All floor and carpet areas spot cleaned shall be free of all stains, deposits, and cleaning marks.
- l) **Rug and Carpet Care** – A properly cared for carpet shall be free of dirt, streaks, stains, spots and have a bright uniform color.
- m) **Interior Concrete, Brick and Ceramic Tile Floor Care** – Properly cared for concrete, brick and ceramic tile floors shall be free of streaks, stains, black marks, spots, gum and other foreign

matter to floor surfaces and shall have a bright, uniform color and appearance. Waxing of concrete and ceramic tile floors is prohibited.

- n) **Terrazzo** – Properly cared for terrazzo floors shall be free of streaks, stains, black marks, spots, gum, dirt build-up and other matter foreign to floor surfaces and shall have a bright uniform color and appearance. Neutral liquid cleaners, free of alkali, acid and other chemicals shall be used to prevent ruin or damage to terrazzo floor. Soaps and scrubbing powders containing water soluble, inorganic salts or crystallizing salts are not to be used to clean terrazzo. Oils in any form shall not be used on the floor surface.
- o) **Baseboard Care** – All baseboards shall be kept clean and free of dust, dirt, splash marks and other matter foreign to the surface. Baseboards should be free of wax buildup at VCT floors.
- p) **Floor Mats** – Mats are located to prevent excessive soiling of the building interior. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location. Mats should also be dry and free of dirt, lint, streaks, stains and spots.
- q) No internal combustion driven equipment or propane floor machines will be approved for use.

1.05.2 Building Surfaces Maintenance

Successful Proposer shall ensure that maintenance of building surfaces meets the following County specifications. Building surfaces shall include, but not be limited to, doors, elevator interiors, shelves, walls, trim, woodwork, handrails, stair rails, banisters, baseboard, window and door frames, windowsills, ledges and other horizontal surfaces.

- a) **Vacuuming / Dusting** – A properly vacuumed / dusted surface is free of all dust, dirt, streaks, lint and cobwebs.
- b) **Washing** – Properly washed doors, walls, trim, woodwork, shelves, baseboards, handrails / stair rails, including their component parts, shall be clean and free from all dirt, dust, film streaks, smudges, lint, cobwebs and debris.
- c) **Damp Wiping** – Surfaces properly damp wiped shall be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs and other debris.
- d) **Horizontal Surfaces(s) Care** – Properly cared for horizontal surfaces shall be free of all dust, dirt, streaks, lint and cobwebs.
- e) **Metal Cleaning and Polishing** – Properly cleaned and polished metal surface(s) shall be clean and bright without deposits or tarnish. Metal cleaner shall be promptly removed from adjacent surfaces.
- f) **Spot Cleaning** – Surfaces adequately spot cleaned shall be free of all stains, deposits and substantially free of cleaning marks.
- g) **Glass and Mirror Cleaning** – Glass and mirrors accessible surfaces cleaned shall be without streaks, film, smudges, deposits and stains with a uniformly bright appearance and adjacent surfaces wiped clean. Glass surfaces shall include, besides windows and mirrors, all display cases and cabinets, building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors.

1.05.3 Furnishings Maintenance

Successful Proposer shall ensure that maintenance of building furnishings meets the following County specifications:

- a) **Furniture Care** – Properly cared for furniture, wall hangings, and office equipment shall be free of surface dirt, dust, streaks, spots, smudges, oily film, lint and cobwebs. Furniture shall include desks, tables, chairs, bookcases, file cabinets, etc. Wood furniture shall be polished with the appropriate wood or laminate polish that will restore the original shine.

- b) **Lunch / Snack Areas Tables, Chairs and Other Surfaces** – Wash and disinfect top and sides of tables, chairs and other surfaces. Tables shall be clean and free of dirt, dust, smudges, deposits and debris, including chairs, cabinet tops and other surfaces.
- c) **Drinking Fountains** – All drinking fountains, porcelain and polished metal surfaces, including the orifices and drains shall be disinfected. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other soil. This requirement includes all drinking fountains within the facilities and considered a part of the building unit to which they are located in or nearest to and identified as a part of the facility.
- d) **Trash Containers** – Trash receptacles(s) shall be emptied, cleaned and left dry, free of sludge, deposits, dirt, streaks and odors both inside and out. Trash receptacle refers to all receptacles used for the collection of waste paper and debris, including swing top containers, wastebaskets and similar containers. All trash receptacles shall have a new plastic trash can liner installed each time after the trash is removed and the receptacle has been cleaned.
- e) **Partitions** – Cleaned partitions(s) shall be free of dirt, lint, deposits, streaks, and smudges.

1.05.4 Bath/Toilet Rooms, Locker Rooms and Utility / Storage Spaces

Successful Proposer shall ensure that janitorial services for bathrooms, toilet rooms, locker rooms, and utility and storage spaces meets the following County specifications:

- a) Properly cared for bath / toilet rooms, locker rooms and utility spaces shall have their flat surfaces dusted, trash removed.
- b) Wash basins, utility sinks, toilet bowls and seats, urinals, plumbing fixtures, air vents, mirrors and dispensers shall be cleaned and disinfected each time a cleaning service is provided.
- c) Toilets and urinals shall be free from streaks, stains, scale, scum, urine deposits, rust stains and odors. Wash basins and utility sinks shall be free from streaks, stains, scale, scum, rust stains, soap deposits and odor.
- d) Wainscots, baseboards, stall partitions, doors and walls shall be free of all stains and spots.
- e) Floors shall be swept, mopped and disinfected during each service. Floor and wall areas within the immediate proximity of urinals and toilets bowls shall be cleaned and disinfected and odor free.
- f) Bath enclosures, shower walls, including shower curtains and shower floors, shall be cleaned and disinfected to remove all spots, streaks and soap deposits each time a service is provided.
- g) Plumbing pipes, fixtures, faucets and metal work shall be clean and bright, and free of dirt, dust and deposits.
- h) All bathroom dispensers (paper towels, toilet paper, disposable toilet seat covers, hand soap, sanitary napkins) shall be filled as required.
- i) All floor drains shall be disinfected on a weekly basis.

1.05.5 Removal of Trash and Recycle Containers

Successful Proposer shall ensure that removal of trash and recycle containers meets the following County specifications.

- a) Includes the removal and disposal of trash (in areas of assigned duty only) from trash receptacles and recycling containers, as well as trash in boxes, bags or other items marked “trash” disposed in dumpster or large trash receptacles.
- b) Also includes picking up trash from all exterior trash receptacles near County building entrances and exits containers.

Large trash receptacles or dumpsters are located at all County facilities.

1.05.6 Entranceway Service

Successful Proposer shall ensure that janitorial services for entranceways meets the following County specifications:

- a) Clean exterior doors, steps, stairwells, stoops, and sidewalks adjacent to and within 20 feet of the building.
- b) Doors, door frames, door glass, door handles and plates shall be cleaned or polished to remove all tarnish, streaks, stains and hand marks.
- c) Interior Walk-Off Mats are located at all interior entrances to prevent excessive soiling of the building interior. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

1.05.7 Elevator Services

Successful Proposer shall ensure that janitorial services for elevators meets the following County specification:

- a) As part of the scheduled cleaning of floors and surfaces, Proposer shall clean all interior surfaces and external doors of passenger and service elevators to maintain a clean appearance.
- b) Vacuum door floor tracks, making sure they are clear of debris.

1.05.8 Dusting

Successful Proposer shall ensure that janitorial services related to dusting meets the following County specification:

- a) **Low Dusting** – After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of file cabinets and other types of office furniture and equipment, and from horizontal ledges, window sills, handrails to a line 7’0” above floor level.
- b) **High Dusting** – After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces above 7’0” and to a line 12’0” above the top of the floor surface.
- c) **Other** – Clean off all spider webs on interior/exterior of the facility.

1.05.9 Day Porter Services

Day Porter service is defined as a person or persons performing routine cleaning, sanitizing, and dispenser services of restrooms and / or office facilities on an hourly basis, or as directed by the County, to maintain consistent sanitary conditions.

- a) Day Porter services shall include, but not be limited to the following activities:
 - i. Cleaning and maintaining public restrooms
 - ii. General offices facility cleaning
 - iii. Special events and post event clean-up
 - iv. Or any other as need cleaning service
- b) Day Porter services shall be provided for events to include, but not limited to:
 - i. During regular business hours
 - ii. Weekends and Holidays
 - iii. After hours events (e.g., weddings, special events, emergencies to include clean-up after a storm or other disaster)
 - iv. 10-week Summer Camp (GT Bray)
 - v. Sporting events (indoor and outdoor) such as litter control
 - vi. General cleaning

- vii. Disinfection restroom facilities and door handles and knobs

Day Porter services shall be paid on a minimum of four hours per event and paid at an hourly rate. When day porter service is performed, it shall take the place of the daily cleaning at the location requiring this service.

1.05.10 Special Events

The Bradenton Area Convention Center includes a 34,000-square foot arena / exhibit hall as well as an 18,000-square foot conference center. The convention center hosts an average of 150 events per year ranging from 100 to 4000 guests at an event. Events are fast paced and porter staff will be required to provide cleaning services during the event and must be comfortable cleaning and working before, during, and after events. Porters will work around the public and must exhibit excellence in customer service at these events.

The Powel Crosley Estate is a 1929 historic mansion averaging 160 high end events and weddings per year. Events are faced paced and porter staff will be required to providing cleaning services during an event and must be comfortable cleaning and working before, during, and after events. Porters will work around the public and must exhibit excellence in customer service at these events.

NOTE: The above statements do not exhaust all the examples to be considered. They are intended to demonstrate the scale and quality required to meet the level of cleanliness required by the County not only in the items mentioned but in all janitorial services.

1.06 MISCELLANEOUS REQUIREMENTS

Successful Proposer's janitorial services shall include the following requirements:

1.06.1 Immediate Maintenance Reports

Successful Proposer shall report all drains that are not draining freely, broken fixtures, broken glass, burnt out lights, and other facilities maintenance needs to County Contract Manager or designee upon detection / as occurs.

1.06.2 Equipment / Material Storage

The County will furnish storage space for Proposer's cleaning materials and equipment. It is Proposer's responsibility to maintain the areas in a neat and orderly manner, and to meet all local fire codes for storage of cleaning agents and solvents.

1.06.3 SDS Documentation

Current Safety Data Sheet (SDS) documentation must be posted where cleaning supplies are stored. Additionally, a master set of all SDS information must be furnished to the County Contract Manager or designee. Proposer is responsible for training its staff on how to read the SDS and to follow instructions for both use of product and responding to a spill or ingestion of product.

1.06.4 Building Access and Energy Conservation

- a) The County will provide Successful Proposer with interior keys for access within all buildings.
- b) Successful Proposer shall be responsible for safe-guarding all County property under the Agreement. At the close of each work period, all facilities shall be secured by Successful Proposer.

- c) Successful Proposer shall be responsible for turning off all non-security lights when not needed for janitorial services.

1.07 MATERIALS AND EQUIPMENT

The Successful Proposer shall furnish and maintain all the necessary equipment and cleaning chemicals and supplies required for the janitorial services as described in this Scope of Services. All cleaning chemicals should be Green Seal Certified. The County will provide space to the Successful Proposer for the storage of bulk supplies and the equipment which shall be used in the performance of services under the Agreement. Successful Proposer shall ensure its staff maintains this space in a neat and orderly condition.

The Successful Proposer will provide a list to the County of the chemicals and supplies that will be used to perform the janitorial services under the Agreement within 10 days of execution of the Agreement. The Successful Proposer will provide Safety Data Sheets (SDS) sheets for those products within 10 days of the contract. The Successful Proposer will display the SDS sheets, in English and Spanish, in each custodial closet where the cleaning products are stored. All bottles are to be labeled properly listing all ingredients.

The Successful Proposer shall perform vacuum cleaning services utilizing HEPA filtration.

1.08 SCHEDULING OF SERVICES

Successful Proposers shall schedule all janitorial services and have **work schedules pre-approved, in advance, in writing** by the County. The initial work schedule must be submitted to the County within 10 days of execution of the Agreement. Responding to the variations in holiday and seasonal usage at public restroom facilities will take cooperation, coordination and preparation by Successful Proposer to meet the requirements of the Agreement.

Successful Proposer shall coordinate and communicate to the County varied cleaning schedules identified through projected usage of public restroom facilities. Successful Proposer shall meet on a regular basis, at least one time every month, with County staff to determine hours of the day and days of the week cleaning will be required. The agenda for such meetings will include the level and the frequency of janitorial services required during the upcoming month due to scheduled special events or other known impacts of use by the public and consequent demand for appropriate cleanliness of facilities.

As part of this meeting Successful Proposer shall cooperate with the County in developing a flexible cleaning schedule for public restroom facilities that will meet the needs of the public and best serve the interests of the County. For example, scheduling of services during prolonged periods of inclement weather would generally mean there are fewer people at the beach which may require a reduced number of cleanings for these locations. In contrast, during seasonal up-swings and pleasant weather, week days may require two cleanings per day by the Successful Proposer and week-ends may require additional cleanings or a Day Porter on site providing services for several hours. Hot summer week-days may only require one cleaning and week-ends may require two cleanings. Additionally, Parks Maintenance Division staff clean all public restroom facilities once daily. As such, during some seasonal periods or inclement weather, usage may not require janitorial services to be performed for certain periods by Successful Proposer's staff.

1.09 SUPERVISION / STAFF / MANAGEMENT

- a) The Successful Proposer shall have an experienced crew supervisor available at all times while janitorial services are being performed who is able to read, write and speak English. The crew supervisor shall also be able to effectively communicate and translate the County's needs, expectations and Agreement requirements to Successful Proposer's staff and respond to and resolve all related issues with janitorial services. **Crew Supervisors shall be available by telephone, cellular telephone, and / or pager at all times.** A minimum of one English speaking employee must be part of the team assigned to each facility in addition to an English-speaking supervisor.
- b) The Successful Proposer will ensure adequate janitorial staffing (day and night as specified by the County) to ensure janitorial services are in accordance with the County standards specified in the RFP and in accordance with APPA Level 2 cleanliness throughout the term of the Agreement. The Successful Proposer's failure to meet minimum performance standards in a facility more than three (3) occurrences with a 12-month period will be considered in breach of the Agreement and the County, in its sole discretion, may deem such failure as sufficient cause for default and immediately terminate the Agreement.
- c) Successful Proposer shall ensure supervision personnel are fully and adequately trained, and have experience in janitorial cleaning service supervision, and be approved by the County's Contract Manager or designee. Successful Proposer shall be responsible for hiring, training, equipping, supervising, directing, and, if required, discharging janitorial personnel as well as issuing uniforms for all janitorial services personnel.
- d) The Successful Proposer shall provide, for approval by the County, a hierarchy that clearly indicates the chain of command for management and supervision of all Successful Proposer's staff for all County locations.
- e) Successful Proposer shall provide the County's Contract Manager or designee written lists of all key staff. This list shall be kept updated for any staffing changes.
- f) Successful Proposer shall notify the County in the event of key personnel changes which might affect the provision of services under the Agreement. Notification shall be made immediately, in writing, of said changes. The County has the right to approve all changes in key personnel. Any employee in a management, supervision or a leadership role shall be considered key personnel.
- g) No recruiting, hiring, or interviewing of applicants shall be conducted by the Successful Proposer in any County facility.

1.10 SERVICES DUE TO EMERGENCY EVENTS OR NATURAL DISASTERS

Successful Proposer's management or supervisory staff must stay in contact with the County's Contract Manager or designee at all times during any emergency event, that requires immediate action to bring the situation under control and restore normality, or any natural disaster and be prepared to provide any special services as a result of the event or disaster. "Natural disaster"

shall mean fire, flood, storm, earthquake, hurricane, tornado or other 'Acts of God that involves the public.

1.11 SAFETY

Successful Proposer shall be responsible for the supervision, direction and annual safety training of its staff in Right to Know, Blood-borne Pathogens, and hazardous waste handling and disposal.

All equipment used by the Successful Proposer shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or County property. Successful Proposer shall ensure that all electrical equipment is properly grounded per manufacturer's specifications.

1.12 SECURITY AND USE OF PREMISES

- a) At its sole expense, Successful Proposer shall provide criminal background search results from the Florida Department of Law Enforcement (FDLE) for each current employee to the County within 10 days of execution of the Agreement. County approval for each must be obtained prior to the individual providing janitorial services at any County facility. Successful Proposer shall also provide criminal background search results from the FDLE to the County for all new staff hired during the term of the Agreement.
- b) Additionally, Successful Proposer's staff assigned to the Judicial Center and Public Safety (EOC) require an additional background check (Application for Facility Entry MSO) that will be performed by the County. The County reserves the right to deny staff access or deny staff to perform services at any County facility. If national security levels escalate at any time during the term of the Agreement, these security requirements may change.
- c) Only staff pre-approved with FDLE and Application for Facility Entry MSO (if applicable) shall be allowed access into County facilities.
- d) Janitorial services may be scheduled during or after business hours. If services are to be performed after business hours or during a time when a facility has been closed due to unexpected circumstances, Successful Proposer shall be given access by second-or-third shift personnel, security guards, or a key issued to them for the purpose of providing janitorial services.
- e) It shall be the Successful Proposer's responsibility to close and secure all doors when leaving a locked facility. Exterior doors shall not be propped open at any time. All keys shall be secured at the respective facilities. Any lost keys or any re-keying of doors necessitated by keys being lost by Successful Proposer shall be reported immediately. The County will invoice the Successful Proposer for lost keys at cost plus a One Hundred Dollar (\$100) administrative fee. Where applicable, security access cards shall be assigned to Successful Proposer's key personnel. Any lost or damaged security access cards shall be reported immediately. Successful Proposer shall be invoiced Fifty Dollars (\$50) for each replacement security access card.
- f) The Successful Proposer shall be held liable for any and all charges from the Manatee County Sheriff's Office related to responses to false alarms that are triggered by the Successful Proposer's janitorial cleaning services staff. Such charges shall be deducted from the Successful Proposer's invoice(s) prior to processing for payment. Three (3) false alarms in a given calendar year by Successful Proposer's staff may result in termination of the Agreement.
- g) Successful Proposer shall be solely responsible in the event of theft or damage of County property or personal property by their staff and the County, at its sole discretion, may make claim against the Successful Proposer's liability insurance policy.

1.13 QUALIFICATIONS AND CONDUCT OF STAFF

A fully qualified work force shall be on-board by the end of the first 30 days of the executed contract, and shall be maintained throughout the period of the contract

All staff assigned by Successful Proposer to perform the janitorial services under this contract shall be physically able to do their assigned work and shall be free from sickness / diseases. All personnel employed by Successful Proposer shall be trained and qualified in this type of work as follows:

- Require all Successful Proposer's staff to report for duty in Successful Proposers supplied uniform with photo ID badge while in County buildings.
- Require all Successful Proposer's staff to comply with instructions pertaining to conduct, safety, building rules and regulations.
- Ensure that staff do not have access to buildings or County property unless on official duty providing janitorial services. Access shall not be given to friends or family members at any time.
- Conduct a FDLE background check on all prospective staff before assigning them to work on COUNTY premises. The Successful Proposer will reject any person whose criminal background check demonstrates that he / she failed to report criminal convictions accurately on the Successful Proposer's employment application form.
- E-verify all staff that will be providing janitorial services to the County and provide that documentation to the County.

Note: Notice shall be given, immediately and in writing, to the County upon the Successful Proposer becoming aware of changes to an employee's status referenced above.

1.14 LIQUIDATED DAMAGES

When Successful Proposer fails to perform the services as specified in the Agreement, the County suffers damage due to the deficient performance. As such, Successful Proposer shall agree to the liquidated damages as follows:

If Successful Proposer's personnel do not report to work and provide the services required by the Agreement, liquidated damages will be deducted from payments due Successful Proposer. Successful Proposer will be notified of the assessment of liquidated damages by telephone and e-Mail within twenty-four (24) hours of failure to report and/or perform the services. Additionally, performance of the service requirements by Successful Proposer shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice or next business day, the County will assess liquidated damages in the amount of One Hundred Dollars (**\$100**) per occurrence, per location. The liquidated damages assessment will be deducted from payments due the Successful Proposer.

Further, liquidated damages of One Hundred Dollars (**\$100**) per occurrence, per location will continue to be assessed and will be deducted from payments due the Successful Proposer until the performance failure is remedied.

1.15 QUANTITIES AND PRICING

Unit of price measurement shall be per square foot.

Unit of area measurement shall be per square foot.

Successful Proposer will verify square footage measurements of each location within thirty (30) days of the start of the contract for janitorial services

Pricing Structure (based on square footage)

- a. 0-1,000 square feet
- b. 1,001 – 5,000 square feet
- c. 5,001 – 13,000 square feet
- d. 13,001 square feet and up

1.16 MANAGEMENT REPORTS

- a) Weekly supervision inspection reports shall be completed by Successful Proposer's supervisor and forwarded to the County.
- a) Successful Proposer's management level staff shall attend meetings with the County regarding quality assurance, staffing, attendance and other elements of service on a quarterly basis. These meetings shall be scheduled at a mutually agreeable time.

NOTE: The County will perform random spot checks of services performed and report any deficiencies to Successful Proposer.

1.17 INVOICING

Successful Proposer shall invoice monthly, by the 10th of each month, for services provided during the preceding month. Invoices must indicate the building identification number referenced on Fees form.

1.18 TERMS

All terms not defined in this Scope of Services shall be held to mean their current and typical meaning as found in Webster's II New College Dictionary as published by Houghton Mifflin Company, or by its use within the scope and the typical usage in the janitorial services trade.

1.19 TERM OF AGREEMENT

The term of the Agreement may be 24 months with two additional 24 month renewals (not to exceed 72 months). The Agreement term shall begin on September 1, 2018.

END OF EXHIBIT 1

EXHIBIT 2
PROPOSAL RESPONSE

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFP and which proposal best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Proposals. Proposals may be presented by a single business entity, a joint venture, or partnership.

2.01 INFORMATION TO BE SUBMITTED

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

2.02 PROPOSAL FORMAT

A. TAB 1 – INTRODUCTION

Include the following in Tab 1 of the proposal.

1. A cover page that identifies Proposer, the RFP by title and the RFP 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 Proposer meets the following minimum qualification requirement(s). Only the proposals from Proposers that meet these minimum qualification requirements will be evaluated and considered.

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

No documentation is required. The County will verify registration.

2. Proposer must possess a current, valid business license in the State of Florida.

Provide a copy of Proposer's business license.

3. To qualify for any consideration, the Proposer(s) must present proof it has substantial, experience in performing or overseeing the performance of janitorial services. In the event, more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications. It is required that Proposer and any joint partner, have each provided janitorial cleaning services for at least five (5) clients since November 1, 2015.

Provide the following information for the five qualifying clients for Proposer and its joint partner, if applicable:

- a) **Name of client**

- b) Location (City / State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start / End)
- g) Components
- h) Names of Proposer's key staff directly involved in the performance of services (e.g., management, supervisors, crew leaders)

NOTE: It is expected that the services provided under any Agreement resulting from this RFP will be performed by staff of the successful Proposer and any joint venture partner, if applicable, and not by a sub-contractor. Therefore, **a sub-contractor's experience shall not** be used to meet this minimum qualification requirement.

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

No documentation is required. The County will verify

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

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

- 6. Proposer has no reported conflict of interests in relation to this RFP.

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

C. TAB 3 – FORMS

Provide the completed and executed Attachments / Exhibits included in this RFP in Tab 3.

- 1. Attachment A, Acknowledgement of Addenda
- 2. Attachment B, Proposal Signature Form
- 3. Attachment C, Public Contracting and Environmental Crimes Certification
- 4. Attachment D, Insurance and Bond Requirements
- 5. Exhibit 3, Indemnification and Hold Harmless Form
- 6. Exhibit 6, Fees Form (excel)

D. TAB 4 - TRADE SECRETS

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

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Proposal that are not being declared as trade secret. NOTE: Proposals cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional copy of its proposal that redacts all designated trade secrets.

E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

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

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

F. TAB 6 – SITE VISIT

In Tab 6, list all non-public access service location facilities listed on the Fees form in which Proposer requests to inspect. Site visits to these non-public access facilities will only be scheduled by the Procurement Division for short listed Proposers (by appointment only) and will be conducted in groups, if applicable. For security reasons, any Proposer who comes to a non-public access service location facility listed on the Fees form, outside of the scheduled site-visit(s), will not be granted access to the facility.

Facilities and restroom facilities open to the general public do not require a scheduled site visit and may be accessed by Proposer without an appointment.

G. TAB 7 – PROPOSER AND TEAM’S EXPERIENCE

In Tab 7, provide details of Proposer and its team’s experience to include the following:

1. **Background:** Provide a summary of Proposer’s background, size and years in business.
2. **Years:** Provide Proposer’s years of experience in commercial janitorial services.
3. **Proposer’s Experience:** Describe Proposer’s experience providing commercial janitorial services for other government agencies, particularly those within Florida.
4. **Team’s Experience:** Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the services (e.g., principal of the firm, management personnel and crew supervisors) who will be professionally associated with the County. Do not include personnel that will not have a key role in providing or managing services. Describe their respective areas of expertise. For each identified person, provide the following:
 - a. Full Name
 - b. Title
 - c. Professional credentials
 - d. Area of expertise, individual’s role and duties in providing or managing services
 - e. Office address
 - f. Email address
 - g. Telephone number
 - h. Personalized resumes which identify the qualifications, training and experience of each key personnel
5. **Location:** Identify the office location responsible for the proposed services and the office location of the staff that will be assigned to provide the proposed services if different.
6. **Recognition:** Describe any significant or unique accomplishments or recognition received by Proposer in previous similar services.
7. **References:** Provide five client references for whom Proposer is currently providing janitorial services, 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 date)
 - h. Total dollar value of contract

8. **Past Performance:** Provide a list of up to five (5) client organizations for whom Proposer previously provided janitorial services but is no longer providing services and who are agreeable to responding to an inquiry by the County. This list shall include the following for each:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone
 - e. Client contact email address
 - f. Performance period (start/end dates)

H. TAB 8 - CAPACITY

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

1. **Staffing Resources:** Details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately.
2. **Organization:** An organizational diagram clearly identifying key personnel (e.g., management, supervisors, crew leaders) who are designated to provide services to the County and indicate their functional relationship to each other.
3. **Joint Venture:** If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
4. **Financial Capacity:** An explanation, in general terms, of Proposer's financial capacity to perform the scope of services. If Proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
5. **Financial Records:** 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.
6. **Ownership Interests:** Disclose any ownership interest in other entities. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity.
7. **Current Workload:** Detail Proposer's current workloads and any projected changes to the workload within the next six months. Provide a list of all organizations, in the local area, where the Proposer is currently providing janitorial services. This list shall include the following:
 - a) Name of organization
 - b) Location of the facility where services are provided (physical address)
 - c) Date service began
 - d) Contract duration
 - e) Square footage of serviced areas

- f) Type(s) of service provided (1-2 sentences)
 - g) Names of Proposer's key staff and their roles in the provision of services for each organization.
8. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

I. TAB 9 – APPROACH

Provide Proposer's project approach to include the following:

1. **Approach:** A narrative of Proposer's overall approach to the provision of janitorial services.
2. **Joint Venture:** If more than one Proposer is jointly filing the proposal, details must be provided to clearly demonstrate individual roles and responsibility for each entity in the provision of services.
3. **Implementation:** Details of Proposer's plan for implementation of services.
4. **Work Schedule:** Provide a sample work schedule that covers all locations. Include a narrative with the proposed number of cleaning crews to be assigned to each facility to accomplish the requirements identified in the Scope of Work.
5. **Products:** Provide a list, with written specifications for all products and chemicals proposed to be used. Include supporting evidence that each meets the minimum specifications listed in Exhibit 1, Scope of Services.
6. **Green Products:** Proposers are encouraged to propose the use of environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's environmental sustainability initiatives and any products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
7. **Equipment:** Provide specifications for all types of janitorial equipment proposed for the County's services. Visual aids such as photos may be included with the equipment descriptions.
8. **Staff Recruitment:** Provide details of Proposer's approach to staffing recruitment and explain any strategies that will be adopted to ensure County citizens receive consideration for employment. Include details about any benefits (e.g., health insurance, vacations) Proposer provides to its staff.
9. **Office:** Confirm the location of Proposer's managing office for the provision of services.
10. **Local Suppliers:** Provide details of Proposer's strategies for obtaining the supplies required for services and its plan to utilize local sources. Include a narrative explaining the direct economic benefit to the County to be realized by these local strategies.
11. **Staffing:** Submit a staffing plan which details all staffing needs Proposer(s) believe will be required to perform the services proposed in the submitted proposal. The plan shall include the current number of full or part-time hourly staff employed by the Proposer that will be used to perform the services proposed in the submitted proposal. Describe methods to concentrate on hiring locally.
12. **Management Plan:** Provide a narrative describing the management plan the Proposer intends to employ for the scope of services and an explanation of how that plan will support all service requirements. This description shall include the organization(s) of the janitorial team(s), including accountability and lines of authority and attendance.
13. **Quality Control Plan:** Provide the Proposer's written proactive quality control plan that describes the process the Proposer uses for determining whether cleaning service

requirements have been met and for identifying opportunities for improvement to services. Include any examples of forms currently being utilized and their particular functions / uses.

14. **Communication Plan:** Provide a narrative describing the communication plan the Proposer intends to employ at each facility to communicate to its staff that the cleaning service requirements have been met as well as any opportunities that exist for improvement to services. Include any examples of forms currently being utilized and a brief explanation of their particular functions or uses.
15. **Training:** Include a summary of Proposer's training program for its staff and its injury/illness prevention programs.
16. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.

J. FEES

Service fees are based on square footage. It is **mandatory** that Proposer submit its **Fees for all groups on the Fees form** (A, B, C, D, E, F, G & H) to be considered responsive. Provide a proposed fee for the required services that are detailed for each level of service per the unit of price measurement as described in Exhibit 1, Scope of Work.

Proposers should use the Fees form provided in this RFP for submitting its Fees proposal. Fees must be submitted as all inclusive to provide janitorial cleaning services in accordance with the requirements identified in this RFP.

Submit one hard copy original and one duplicate hard copy of the Fees form in a separate in a separate sealed envelope labeled 'Fees Proposal' with the Proposer's name and include with Proposer's Original hard copy of its Proposal. Do not include copies of the Fees form in the duplicate hard copies of the Proposal response.

Proposer's fees shall remain firm for a minimum of a one-year period of execution of the Agreement. Any escalation in fees thereafter will be on an annual basis based on the Bureau of Labor Statistics applicable Employment Cost Index change in the most recent 12 month period.

END EXHIBIT 2

EXHIBIT 3

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

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

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

PROJECT NUMBER AND/OR NAME	
INSURANCE AGENT	
RESPONDENT SIGNATURE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

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

Notary Signature _____

Print Name: _____

EXHIBIT 4



AGREEMENT No.

between

**MANATEE COUNTY
(COUNTY)**

and

(CONTRACTOR)

SAMPLE

AGREEMENT FOR 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 **<Contractor Name>**, a <company/corporation>, authorized to conduct business in the State of Florida, hereinafter referred to as the "CONTRACTOR", duly authorized to conduct business in the State of Florida with offices located at INSERT VENDOR ADDRESS. COUNTY and CONTRACTOR 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 CONTRACTOR to render professional services as described in this Agreement for the purpose of BRIEF DESCRIPTION OF WORK SCOPE.

WHEREAS, CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to

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

- 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 CONTRACTOR'S general accounting records and the project records, together with supporting documents and records of CONTRACTOR and all sub-contractor's performing work on the project and all other records of CONTRACTOR and sub-Contractor's considered necessary by COUNTY for a proper audit of costs.
- E. Any dispute between COUNTY and CONTRACTOR with regard to the percent of a Task that has been completed or CONTRACTOR'S invoice shall be resolved in accordance with the provision of Article 10 of this Agreement.
- F. When CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR, to terminate this

Agreement for default (Work Assignments, if applicable) if CONTRACTOR 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 CONTRACTOR through the County Representative as defined in Article 8.A, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

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

In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by COUNTY, CONTRACTOR 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, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. 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"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 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

CONTRACTOR is given written notice thereof.

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

ARTICLE 10. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall:

- A. Appoint a CONTRACTOR's Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR's Agent shall have the authority without limitation, to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR's Agent shall have the right, from time to time, to designate such other employees of CONTRACTOR's as they desire, to serve in their absence. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR's work under this Agreement. COUNTY shall, however, hold CONTRACTOR fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

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

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

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

COUNTY may require in writing that CONTRACTOR remove from the Work any of CONTRACTOR'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. CONTRACTOR shall indemnify and hold COUNTY harmless from and against any claim by CONTRACTOR'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 Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount determined to be due and owing.

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate the CONTRACTOR'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 CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify to COUNTY why it was unable to do so. CONTRACTOR 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. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days after receipt by CONTRACTOR. CONTRACTOR 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 CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER 1112 MANATEE AVENUE WEST, BRADENTON FL 34205.

ARTICLE 14. INDEMNIFICATION

CONTRACTOR 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 CONTRACTOR, its personnel, design professionals and other persons employed or utilized by CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR 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 Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing 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, CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR'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. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR 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

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

ARTICLE 20. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to 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 CONTRACTOR for its stated skills and abilities, as outlined in the Request for Proposal process. CONTRACTOR has represented to COUNTY that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the unlikely event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY. Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement.

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, CONTRACTOR 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 CONTRACTOR, 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

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage,

Phone: (941)
Email:

To CONTRACTOR: <Contractor Name>
Attn: <name>
<Address>
<City, State, Zip>
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, CONTRACTOR 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 CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-Contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with the Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 29. NO CONFLICT

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

ARTICLE 30. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform

the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 31. PUBLIC ENTITY CRIMES

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

ARTICLE 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, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR's normal tax liability.

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

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

SAMPLE

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

CONTRACTOR

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 "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

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

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

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

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

DATED this _____ day of _____, _____.

Signature

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

Notary Public, State of Florida at Large
Commission No. _____

EXHIBIT “ ”

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

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. \$ <u>1,000,000</u> combined single limit; OR \$ <u>500,000</u> bodily injury and \$ <u>500,000</u> property damage. \$10,000 Personal Injury Protection (No Fault) \$ <u>1,000,000</u> Hired, Non-Owned Liability \$10,000 Medical Payments. <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. \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate \$ <u>1,000,000</u> Products/Completed Operations Aggregate \$ <u>1,000,000</u> Personal and Advertising Injury Liability \$ <u>100,000</u> Fire Damage Liability \$ <u>100,000</u> Medical Expense, and \$ <u>1,000,000</u>, Third Party Property Damage. \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000) <i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability</p>	<p>\$<u>100,000</u> each accident \$<u>500,000</u> disease each employee \$<u>100,000</u> disease policy limit</p>
<p>4. <input checked="" type="checkbox"/> Worker's Compensation</p>	<p>Statutory Limits of Chapter 440, Florida Statutes, and all</p>

<input type="checkbox"/> US Longshoremen & Harbor Workers Act coverage <input type="checkbox"/> Jones Act coverage	<p>Federal Government Statutory Limits & Requirements.</p> <p>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> <p><u>Note:</u> Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p>OTHER INSURANCES</p>	<p>REQUIRED LIMITS</p>
<p>5. <input type="checkbox"/> Aircraft Liability</p>	<p>\$ _____ single limit, per occurrence</p> <p>Coverage shall be carried in limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate if applicable to the completion of the services under this Agreement.</p>
<p>6. <input type="checkbox"/> Installation Floater</p>	<p>If the resulting Agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Successful Proposer shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p>
<p>7. <input type="checkbox"/> Pollution Liability</p>	<p>\$ _____ per occurrence</p>
<p>8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability</p>	<p>Professional (E&O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than <u>\$1,000,000</u> Each Claim, <u>\$1,000,000</u> Policy Aggregate.</p>
<p>9. <input type="checkbox"/></p>	<p>When this contract or agreement includes the construction of roadways and/or the addition of a</p>

<p>Builder's Risk Insurance</p>	<p>permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than <u>\$10,000</u>.</p>
<p>10. <input type="checkbox"/> Cyber Liability</p>	<p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for 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> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p>
<p>11. <input type="checkbox"/></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by Florida or Federal law or rules of regulations.</p> <p><input type="checkbox"/> Pollution Liability Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of</p>

<p>Hazardous Materials Insurances (as noted)</p>	<p><i>Contract</i> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <i>Disposal</i> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><input type="checkbox"/> <i>Hazardous Waste Transportation Insurance</i> Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident. The 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. The Successful Proposer must also provide the EPA Identification Number.</p>
<p>12. Liquor Liability <input type="checkbox"/></p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p>

<p>13. <input type="checkbox"/> Garage Keeper's Liability</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 must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage</p>
<p>14. <input type="checkbox"/> Bailee's Customer</p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p>
<p>15. <input type="checkbox"/> Watercraft</p>	<p>\$_____ per occurrence</p>
<p>16. <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>17. <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 Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

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

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

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 Proposer for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

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

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

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

County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.

- IV. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- V. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- 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]

SAMPLE

INSURANCE STATEMENT

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: _____

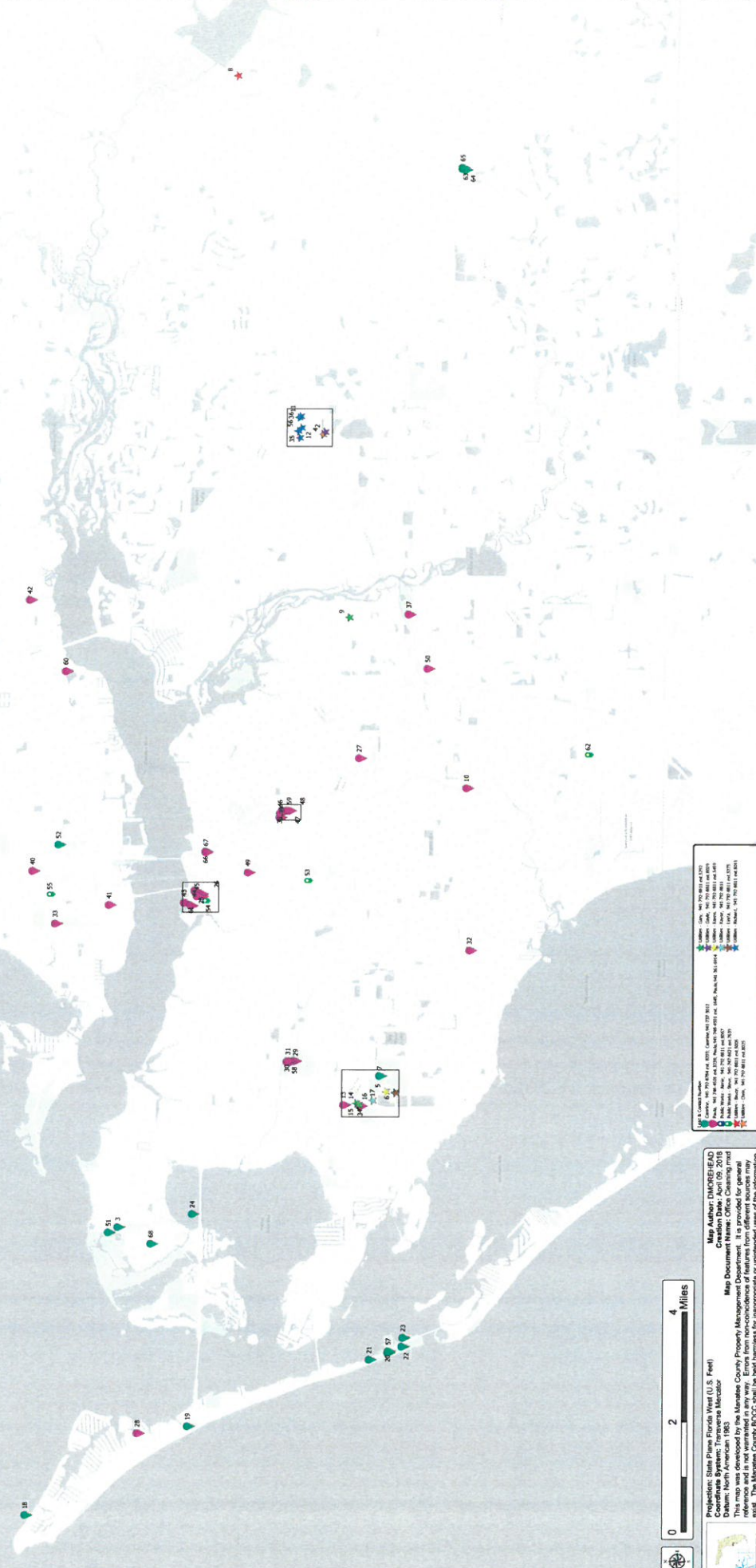
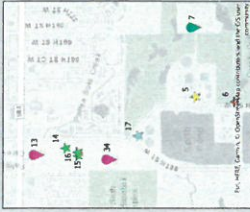
Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your bid or proposal.

SAMPLE

Manatee County Janitorial Services



Map Author: DMOREHEAD
Creation Date: April 09, 2018
Map Projection: Transverse Mercator
 This map was developed by the Manatee County Property Management Department. No warranty is made by the Manatee County BDOC for any errors or omissions. The Manatee County BDOC shall be held harmless for inappropriate or unintended uses of this information.

Legend:
 1-12: Red Pin
 13-17: Blue Pin
 18-22: Green Pin
 23-27: Purple Pin
 28-32: Orange Pin
 33-37: Yellow Pin
 38-42: Light Blue Pin

Scale: 0 2 4 Miles

Projection: State Plane Florida West (U.S. Feet)
Coordinate System: Transverse Mercator
 This map was developed by the Manatee County Property Management Department. No warranty is made by the Manatee County BDOC for any errors or omissions. The Manatee County BDOC shall be held harmless for inappropriate or unintended uses of this information.

Revised: April 9, 2018

UID Building Name	Contact	Contact Number	Area Group	Typical Service Frequency	Approx. Restroom SqFt	Approx. Common Area SqFt	Approx. Total SqFt
1 NEWRF - Admin Building	Aime Johnson	941-792-8811 ext.8067	Public Works - Aimee	5 days per week - M-F	1002	2932	3934
2 Southeast Water Reclamation Facility	Gayle Altman	941-792-8811 ext.8029	Utilities - Gayle	5 days per week - M-F	525	2585	3110
3 Palma Sola Botanical Park	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	112		112
4 Bio-Solids Dryer Facility	Chris Collins	941-792-8811 ext.8025	Utilities - Chris	1 Day pwe week - W	72	858	930
5 SWWRf - Admin Bld, Maint. Bld, and BRP	Karen Betti	941-792-8811 ext.5459	Utilities - Karen	5 days per week - M-F	1976	7789	9765
6 Utilities Lift Station Maintenance Bld	Linda Gray	941-792-8811 ext.5375	Utilities - Linda	5 days per week - M-F	702	2229	2931
7 Parks Maintenance Division Bld	Carmine Demillo	941-792-8784 ext. 8203	Carmine	5 days per week - M-F	626	3500	4126
8 Water Treatment Plant - Bld A, B, C, Old & New Labs, Maint. Bldg, Bath Area	Bruce Macleod	941-792-8811 ext.5005	Utilities - Bruce	5 days per week - M-F	926	33806	34732
9 Elwood Park Maintenance Bldg	Gary Phillips	941-792-8811 ext.5292	Utilities - Gary	5 days per week - M-F	200	600	800
10 Offenders Work Program Office	Paula Pesmark	941-748-4501 ext.3238	Paula	1 Day pwe week - W	115	1639	1754
11 Utilities Landfill - Mechanics Area/Fleet Bldg	Richard Jones	941-792-8811 ext.8011	Utilities - Richard	3 Nights per week - M - Sa	12	1904	1916
12 Utilities Landfill - Scalehouse	Paula Pesmark	941-792-8811 ext.8011	Utilities - Richard	3 Nights per week - M - Sa	172	2000	2172
13 Utilities 66th St Complex - Admin Annex	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	796	19700	20496
14 Utilities 66th St Complex - Maintenance Operations Bldg	Gary Phillips	941-792-8811 ext.5292	Utilities - Gary	5 Nights per week - M-F	1300	8700	10000
15 Utilities 66th St Complex - Maintenance Bldg	Gary Phillips	941-792-8811 ext.5292	Utilities - Gary	5 Nights per week - M-F	151	2078	2229
16 Utilities 66th St Complex - Distribution	Gary Phillips	941-792-8811 ext.5292	Utilities - Gary	5 Nights per week - M-F	117	2430	2547
17 Central Laboratory	Kaysie Hasiak	941-792-8811	Utilities - Kayse	5 Nights per week - M-F	341	7617	7958
18 Bayfront Park	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	392		392
19 Manatee Beach	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	510		510
20 Coquina Beach Central - Concession	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	220		220
21 Coquina Beach North - Roundhouse	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	504		504
22 Coquina Beach South	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	240		240
23 Coquina Bayside	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	260		260
24 Palma Sola Causeway	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	224		224
25 Manatee County Historic Courthouse (1st & 3rd Floors)	Paula Pesmark	941-748-4501 ext.3238	Paula	4 Nights per week - M-F	1206	43125	44331
26 Manatee County Judicial Center	Paula Pesmark	941-748-4501 ext.3238	Paula	4 Nights per week - M-F	3916	64274	68190
27 Manatee County Public Safety Complex	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	2564	13317	15881
28 Island Library	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	166	3445	3611
29 GT Bray Park Complex - 1st Floor Admin. Bldg	Paula Pesmark	941-748-4501 ext.3238	Paula	7 Nights per week	1521	11339	12860
30 GT Bray Park Complex - Gymnasium	Paula Pesmark	941-748-4501 ext.3238	Paula	7 Nights per week	362	1541	1903
31 GT Bray Park Complex - Aquatic Center	Paula Pesmark	941-748-4501 ext.3238	Paula	6 Nights per week - M-Sa	500	1804	2304
32 South County Library	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - Tu-Sa	666	9633	10299
33 Manatee County Fairgrounds - AG Bldg, Kendrick Bldg, Hanley Bldg	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	220	22671	23871
34 Fleet Services - 66th St - Utilities Location	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	600		600
35 Utilities Landfill - Admin. Bldg.	Richard Jones	941-792-8811 ext.8011	Utilities - Richard	3 Nights per week - M-Sa	117	4146	4263
36 Utilities Landfill - Operations Bldg	Richard Jones	941-792-8811 ext.8011	Utilities - Richard	3 Nights per week - M-Sa	729	3547	4276
37 Braden River Library	Paula Pesmark	941-748-4501 ext.3238	Paula	6 Nights per week - M-Sa	380	14270	14650
38 Public Works Administration Bldg.	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	240	4860	5100
39 Transit Admin Bldg.	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	224	1360	1584
40 Animal Control Admin.	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	420	12160	12580
41 Palmetto Library	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	9431		9431
42 Rocky Bluff Library	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	10174		10174
43 Central Library	Paula Pesmark	941-748-4501 ext.3238	Paula	6 Nights per week - M-Sa	1045	19740	20785
44 Courthouse Annex	Paula Pesmark	941-748-4501 ext.3238	Paula	4 Nights per week - M-F	3381	12057	15438
45 Manatee County Admin. Bldg. (Restrooms on all 9 Floors, elevators, hallway areas outside elevators)	Paula Pesmark	941-748-4501 ext.3238	Paula	5 Nights per week - M-F	315	2585	2900
46 Fleet Services Bldg.	Paula Pesmark	941-748-4501 ext.3238	Paula	3 Days per week - M-F	144	750	894
47 Highway-Traffic Control Sign Shop	Paula Pesmark	941-748-4501 ext.3238	Paula	2 Days per week - M-F	96	2585	2681
48 Property Management - Construction Services Trades Building	Paula Pesmark	941-748-4501 ext.3238	Paula	3 Days per week - M-F	192	2500	2692
49 Radio Shop	Paula Pesmark	941-748-4501 ext.3238	Paula	3 Days per week M,W,F	286	4039	4325
50 Public Works Stormwater Maintenance Bldg.	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	112		112
51 Palma Sola Botanical Park	Carmine Demillo	941-792-8784 ext. 8203	Carmine	Seasonal - May thru October, 7 days per week	256		256
52 Lincoln Park (Splash Park Restrooms)	Steve Roberts	941-747-8621 ext.7639	Public Works - Steve	5 Days per week - M-F	620		620
53 Transit-Desoto Transfer Station	Steve Roberts	941-747-8621 ext.7639	Public Works - Steve	5 Days per week - M-F	445		445
54 Transit-Downtown Transfer Station	Steve Roberts	941-747-8621 ext.7639	Public Works - Steve	3 Days per week - M-F	620		620
55 Transit-Palmetto Transfer Station	Steve Roberts	941-747-8621 ext.7639	Public Works - Steve	3 Days per week - M-F	456		456
56 Utilities Landfill - Community Drop-Off Dldg (HHW)	Richard Jones	941-792-8811 ext.8011	Utilities - Richard	3 Days per week - M-Sa	150	1208	1358
57 Coquina Beach Central (Six Pack)	Carmine Demillo	941-792-8784 ext. 8203	Carmine	7 Days per week	600		600
58 GT Bray Park Complex - Racquet Center	Paula Pesmark	941-748-4501 ext.3238	Paula	7 Days per week	96	22671	23771
59 Fuel Services Building	Paula Pesmark	941-748-4501 ext.3238	Paula	3 Days per week - M-F	1100		1100
60 Library Annex	Paula Pesmark	941-748-4501 ext.3238	Paula	2 Days per week - M-F	3986		3986
61 BADS Annex	Paula Pesmark	941-748-4501 ext.3238	Paula	3 days per week - M-W-F	6594		6594
62 Area Transit Facility and Operations	Steve Roberts	941-747-8621 ext.7639	Public Works - Steve	5 days per week - M-F	43636		43636
63 Premier Sports Complex - Administration	Jim Elmore	941-792-8784 ext. 8203	Carmine	Event driven frequency	1889		1889
64 Premier Sports Complex - Concessions and Tickets	Jim Elmore	941-792-8784 ext. 8203	Carmine	Event driven frequency	855		855
65 Premier Sports Complex - Restrooms	Jim Elmore	941-792-8784 ext. 8203	Carmine	Event driven frequency	830		830
66 County Morgue	David Winterhalter	941-361-6914	Paula	2 days per week - M & F (2-4pm)	366	1840	2206
67 EMS 16	Paul DiCocco	941-748-4501 ext. 1645	Paula	3 Days - M, W, & F - (Mornings 7-11AM)	303	2314	2617
68 Robinson Environmental Center	Jhonatan Morales	941-737-3012	Carmine	5 days per week	216	1130	1346

EXHIBIT B - FEES FORM (PLACE IN A SEPARATE ENVELOPE)

RFP 18-R067627BLS

Janitorial Cleaning Services

Line Item	Facility Map ID#	Building Name	Address	Typical Service Frequency	Area Group	Approx. Restroom SqFt	Approx. Common Area SqFt	Approx. Total SqFt	Price per Sq Ft	Extended Price
1A	3	Palma Sola Park (bldg #663)	7915 40th Ave. W. - Bradenton	7 days per week	PM-Parks	112		112		
2A	57	Coquina Beach Central (Six Pack) (bldg #476)	West side of Gulf Drive - Bradenton Beach	7 days per week	PM-Parks	150		150		
3A	20	Coquina Beach Central - Concession (bldg #595)	West side of Gulf Drive - Bradenton Beach	7 days per week	PM-Parks	220		220		
4A	24	Palma Sola Causeway (bldg #376)	501 Montezuma Dr. - Bradenton	7 days per week	PM-Parks	224		224		
5A	22	Coquina Beach South (bldg #599)	West side of Gulf Drive - Bradenton Beach	7 days per week	PM-Parks	240		240		
6A	52	Lincoln Park (Splash Park Restrooms) (bldg #1029)	715 17th St. W. - Palmetto	Seasonal: May through October; 7 days per week	PM-Parks	256		256		
7A	23	Coquina Bayside (bldg #603)	East side of Gulf Drive - Bradenton Beach	7 days per week	PM-Parks	260		260		
8A	18	Bayfront Park (bldg #63)	301 North Bay Blvd. - Anna Maria	7 days per week	PM-Parks	382		382		
9A	54	Transit-Downtown Transfer Station (bldg #723)	601 13th St. W. - Bradenton	5 days per week; Monday through Friday	Public Works	445		445		
10A	21	Coquina Beach North - Roundhouse (bldg #594)	2600 Gulf Drive - Bradenton Beach	7 days per week	PM-Parks	504		504		
11A	19	Manatee Beach (bldg #348)	4200 Gulf Drive - Holmes Beach	7 days per week	PM-Parks	510		510		
12A	53	Transit-Desoto Center Transfer Station (bldg #658)	802 US 310 Blvd W. - Bradenton	Twice Daily	Public Works	620		620		
13A	55	Transit-Palmetto Transfer Station (bldg #651)	1802 8th Ave W. - Palmetto	5 days per week; Monday through Friday	Public Works	620		620		
14A	51	Palma Sola Botanical Park (bldg #18)	9800 17th Ave N. W. - Bradenton	7 days per week	PM-Parks	621		621		
15A	9	Elwood Park Maintenance Bldg - Office (bldg #956)	4825 44th Ave E.	5 days per week; Monday through Friday	Utilities	200	600	800		
16A	47	Highway-Traffic Control Sign Shop (bldg #279)	2904 12 St. Ct. E. - Bradenton	3 days per week; Monday, Wednesday, Friday	PM-Bldg Svcs	144	750	894		
17A	4	Bio-Solids Dryer Facility (bldg #876)	3331 Lena Rd - Bradenton	1 day per week; Wednesday	Utilities	72	858	930		
Group A (0-1,000 square feet)										
1B	59	Fuel Services Building (bldg #282)	2908 12th St. Ct. E. - Bradenton	3 days per week; Monday, Wednesday, Friday	PM-Bldg Svcs	96	1004	1,100		
2B	56	Utilities Landfill - Community Drop-Off Bldg #1061 (HHW)	3025 Lena Rd - Bradenton	3 nights per week; Tuesday, Thursday, Saturday	Utilities	456	1208	1,664		
3B	10	Offenders Work Program Office (bldg #568)	1640 60th Ave. Dr. E. - Bradenton	1 day per week; Wednesday	PM-Bldg Svcs	115	1639	1,754		
4B	11	Utilities Landfill - Mechanics Area/Fleet Bldg (bldg #1067)	3055 Lena Rd - Bradenton	3 nights per week; Tuesday, Thursday, Saturday	Utilities	12	1904	1,916		
5B	12	Utilities Landfill - Scalehouse (bldg #1064)	3035 Lena Rd - Bradenton	3 nights per week; Tuesday, Thursday, Saturday	Utilities	172	2000	2,172		
6B	15	Utilities 66th St Complex - Maintenance Bldg (bldg #851)	4430 66th St. W. - Bradenton	5 nights per week; Monday through Friday	Utilities	151	2078	2,229		
7B	48	Property Mgmt - Construction Serv Trade Bldg (bldg #280)	2906 12 St. Ct. E. - Bradenton	2 days per week; Tuesday, Friday	PM-Bldg Svcs	96	2,184	2,280		
8B	34	Fleet Services - 66th St - Utilities Location (bldg #964)	4700 66th St W. - Bradenton	2 days per week; Tuesday, Friday	PM-Bldg Svcs	225	2,215	2,440		
9B	60	BADS Annex (bldg #355)	5030 US 301 N. - Ellenton	3 days per week; Monday through Friday	PM-Bldg Svcs	93	2,364	2,457		
10B	16	Utilities 66th St Complex - Distribution (bldg #850)	4526 66th St. W. - Bradenton	5 nights per week; Monday through Friday	Utilities	117	2,430	2,547		
11B	49	Radio Shop - Telecom (bldg #329)	1801 5th St. W. - Bradenton	3 days per week; Monday, Wednesday, Friday	PM-Bldg Svcs	192	2,500	2,692		
12B	46	Fleet Services Bldg (bldg #23)	1100 26th Ave. E. - Bradenton	5 nights per week; Monday through Friday	PM-Bldg Svcs	315	2,585	2,900		
13B	6	Utilities Lift Station Maintenance Bldg (bldg #818)	5107 65th St. W. - Bradenton	5 days per week; Monday through Friday	Utilities	702	2,229	2,931		
14B	2	Southeast Water Reclamation Facility (bldg #872)	3331 Lena Rd - Bradenton	5 days per week; Monday through Friday	Utilities	525	2,585	3,110		
15B	36	Utilities Landfill - Operations Bldg (bldg #1066)	3065 Lena Rd - Bradenton	6 nights per week; Monday through Saturday	Utilities	729	2,818	3,547		
16B	1	NEWRF - Admin Building (bldg #1211)	8500 69th St. E. - Palmetto - 34219	5 days per week; Monday through Friday	Public Works	1002	2,932	3,934		
17B	7	Parks Maintenance Division Bldg (bldg #416)	5161 65th St. W. - Bradenton	5 days per week; Monday through Friday	PM-Parks	602	3,500	4,102		
18B	35	Utilities Landfill - Admin Bldg (bldg #866)	3333 Lena Rd - Bradenton	3 nights per week; Tuesday, Thursday, Saturday	Utilities	117	4,029	4,146		
19B	50	Public Works Stormwater Maintenance Bldg (bldg #473)	5511 39th St. E. - Bradenton	3 days per week; Monday, Wednesday, Friday	PM-Bldg Svcs	286	4,039	4,325		
20B	66	Medical Examiner Office, County Morgue (bldg #354)	202 6th Ave E. - Bradenton	2 days per week; Tuesday, Friday (2-4PM)	PM-Bldg Svcs	367	1,840	2,207		
21B	67	EMS Station (bldg #354)	202 5th Ave E. - Bradenton	3 days per week; Monday, Wednesday, Friday (mornings 7-11am)	PM-Bldg Svcs	303	2,314	2,617		
Group B (1,001 - 5,000 square feet)										
								7,798	\$	\$
								57,970	\$	\$

EXHIBIT 6 - FEES FORM (PLACE IN A SEPARATE ENVELOPE)

RFP 18-R067627BLS

Janitorial Cleaning Services

Line Item	Facility Map ID#	Building Name	Address	Typical Service Frequency	Area Group	Approx. Restroom Sqr Ft	Approx. Common Area Sqr Ft	Approx. Total Sqr Ft	Price per Sq Ft	Extended Price
1F	40	Animal Control Admin (bldg #552)	605 25th St. W. - Palmetto	5 nights per week, Monday through Friday	PM- Bldg Svcs	196	1090	1,286		
2F	40	Animal Control Shelter Facility (bldg #551)	605 25th St. W. - Palmetto	5 nights per week, Monday through Friday	PM- Bldg Svcs	128	1040	1,168		
3F	40	Animal Control Trailer	605 25th St. W. - Palmetto	1 night per week: Wednesday	PM- Bldg Svcs		624	624		
Group F (Manatee County Animal Services, Palmetto, FL)										
1G	68	Robinson Preserve Treehouse	840 99th Street NW - Bradenton	5 days per week, Monday through Friday	Parks & Rec	216	1130	1,346		
Group G (Robinson Preserve Treehouse)										
1H		Shampoo Carpets - complete	as required	0-1,000 square feet facilities				500		
2H		Shampoo Carpets - complete	as required	1,001 - 5,000 square feet facilities				3,000		
3H		Shampoo Carpets - complete	as required	5,001 - 13,000 square feet facilities				10,000		
4H		Shampoo Carpets - complete	as required	13,001 square feet and up				15,500		
5H		Strip Floors and Wax Floors	as required	0-1,000 square feet facilities				500		
6H		Strip Floors and Wax Floors	as required	1,001 - 5,000 square feet facilities				3,000		
7H		Strip Floors and Wax Floors	as required	5,001 - 13,000 square feet facilities				10,000		
8H		Strip Floors and Wax Floors	as required	13,001 square feet and up				15,500		
9H		Day Porter Services	Hourly Rate (4 hour minimum, as req'd)	8 am - 5 pm; Monday through Friday				Hourly rate		
10H		Day Porter Services	Hourly Rate (4 hour minimum, as req'd)	5 pm - 8 am; Monday through Friday, Weekends, Holidays & Emergencies				Hourly rate		
Group H (Miscellaneous Services)										
									\$	\$