

RFP No. 18-R068916AJ  
ON-SITE CATERING SERVICES  
(961-15)  
JULY 13, 2018

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



**ADVERTISEMENT  
REQUEST FOR PROPOSALS  
NO. 18-R068916AJ  
On-Site Catering 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 On-Site Catering Services, as specified in this Request for Proposals to provide on-site event catering services to County clients, their customers, and exhibitors at both the Bradenton Area Convention Center (BACC), located at One Haben Blvd., Palmetto, Florida, and Crosley Estate, located at One Seagate Drive, Sarasota, Florida that meets the requirements of this RFP.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Proposals in response to this RFP is **August 22, 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:**

Non-mandatory Information Conference will be held at 10:00AM on July 20, 2018 at the Manatee County Administration Building, 1112 Manatee Ave. West, Ste. 803, Bradenton, FL 34205. Attendance is not required, 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 July 30, 2018. 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: Abigail Jenkins, Sr. Procurement Agent  
(941) 749-3014, Fax (941) 749-3034  
Email: abigail.jenkins@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 **August 22, 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, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Interested parties may attend the proposal opening.

Manatee County will make public the names of the business entities which submitted a proposal and city and state in which they reside at the opening. No review or analysis of the proposals will be conducted at the 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".
- Three (3) bound copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office® or Adobe Acrobat® portable document format (PDF) **in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file**. Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the ORIGINAL.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 18-R068916AJ, On-Site Catering Services , Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County  
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](http://www.mymanatee.org) > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute proposals. Visit the DemandStar website at [www.Demandstar.com](http://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](mailto: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 Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Attachment "B" and submit with your 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](mailto: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.

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

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the 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.

**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



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

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

**A.34 SOLICITATION SCHEDULE**

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

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference.	July 20, 2018, 10:00 AM , 1112 Manatee Ave W Suite 803, Bradenton, FL. 34205
Question and Clarification Deadline	July 26, 2018
Final Addendum Posted	August 6, 2018
Proposal Response Due Date and Time	August 22, 2018, no later than 3:00 p.m.
Technical Evaluation Meeting	September 4, 2018, 1:00 PM
Technical Evaluation Meeting	September 7, 2018, 10:00 AM
Interviews/Presentations (if conducted)	September 11, 2018
Best and Final Offers Due (if conducted)	September 14, 2018, no later than 3:00 PM
Final Evaluation Meeting	September 17, 2018, 10:30 AM

**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.

<b>Criteria</b>	<b>Maximum Points</b>
Proposer & Team's Experience	30
Capacity	25
Approach	25
Revenue Proposal	10
Interviews/Demonstrations	10

**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  
RFP NO. 18-R068916AJ**

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:

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  
RFP NO. 18-R068916AJ**

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**  
**RFP NO. 18-R068916AJ**

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  
RFP NO. 18-R068916AJ**

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





<p>7. <input type="checkbox"/> Installation Floater</p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>9. <input type="checkbox"/> Builder's Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>

<p>10. <input type="checkbox"/> <b>Cyber Liability</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$_____ Security Breach Liability</li> <li>• \$_____ Security Breach Expense Each Occurrence</li> <li>• \$_____ Security Breach Expense Aggregate</li> <li>• \$_____ Replacement or Restoration of Electronic Data</li> <li>• \$_____ Extortion Threats</li> <li>• \$_____ Business Income and Extra Expense</li> <li>• \$_____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurances (as noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>

	<p>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</p>
<p><b>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p><b>13. <input type="checkbox"/> Liquor Liability</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>
<p><b>14. <input type="checkbox"/> Garage Keeper's Liability</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p><b>15. <input type="checkbox"/> Bailee's Customer</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p>

	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <p>Property and asset coverage in the full replacement value of the County asset(s) in the successful Proposer's care, custody and control.</p>
<p>16. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> </ul> <p>\$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p>
<p>17. <input type="checkbox"/> <b>Other (Please Specify)</b></p>	

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**BOND REQUIREMENTS**

<p><b>18. Bid Bond</b></p>	<p>A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p><b>19. Payment and Performance Bond</b></p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved 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:**

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 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]

**INSURANCE STATEMENT  
RFP NO. 18-R068916AJ**

**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 (County) is a mid-size Florida county located on the southwest coast and consists of 150 miles of coastline on the Gulf of Mexico, 741 square miles of land, 382,000 residents, and attracts more than 3 million visitors every year.

The County requires Professional On-site Catering Services for the Bradenton Area Convention Center (BACC) and The Powel Crosley Estate (Crosley) (hereinafter collectively referred to as "Facilities") for a period of one year, with an option to extend the agreement for five, one-year intervals.

The BACC, which opened in 1985, includes a 32,000-square foot arena/exhibit hall as well as 16,000 square feet of meeting space in the BACC. In FY2016/2017 about 130 events were held at the convention center. For more information on the BACC go to: [www.BradentonAreaConventionCenter.com](http://www.BradentonAreaConventionCenter.com).

The Powel Crosley Estate, was built in 1929 for Powel Crosley's wife, Gwendolyn. Today the bay front Mediterranean Revival-style structure is an upscale event facility located at the southern end of Manatee County. Its architecture pays tribute to a bygone era, that features a circular tower and a carriage house, and is listed on the National Register of Historic Places. This beautiful estate has the modern amenities needed to allow it to successfully host meetings, weddings, and other events; in FY2016/2017 about 140 events were held at the Crosley. For more information on the Powel Crosley Estate go to [www.PowelCrosleyEstate.com](http://www.PowelCrosleyEstate.com).

**1.02**    **SCOPE**

The successful Proposer shall provide all labor, supervision, equipment, insurance, incidentals necessary to provide on-site catering services to County clients, their customers, and exhibitors at both the BACC, located at One Haben Blvd., Palmetto, Florida, and Crosley Estate, located at One Seagate Drive, Sarasota, Florida that will meet the requirements of this RFP. **Proposers must submit a proposal that includes servicing both Facilities.**

The scope of work shall include the purchase, preparation, sales/marketing, and service of food and non-alcoholic beverages and other related food items for County catered and non-catered events at the Facilities as well as some off-site events. The County, at its sole discretion, reserves the right to add or delete services during the term of the Agreement to include, but not be limited to, the provision and serving of alcoholic beverages.

This is a non-exclusive Agreement with regards to food and beverage services at the Facilities. The County, at its sole discretion may award Agreements to a single Proposer or multiple Proposers.

**1.03**    **GOAL**

The overarching goal of the successful Proposer(s) is to provide services that maximize revenues and create operational efficiencies for the County.

#### **1.04 GENERAL REQUIREMENTS**

Successful Proposer shall provide the following requirements and be responsible for all aspects of the food service operation including, but not limited to:

- A. Prepare and serve food and beverages in all areas of the Facilities.
- B. Assign a qualified representative to answer questions relating to the food service operation from clients and prospective clients of the County. This representative shall attend weekly meetings with the Facilities team to review upcoming events.
- C. Meet directly with the County clients and/or County Facilities staff to develop menus and style of service for events.
- D. Set-up and clean-up of all the buffets and beverage stations, linens, centerpieces, decor, flatware, dishes, glassware and condiments. NOTE: Weddings held at the Crosley are an exception to this requirement. The successful Proposer shall be responsible for all set up regarding weddings at the Crosley including tables, chairs, and any other event needing equipment, as well as the above listed items.
- E. Provide the covering and draping of tables, placing of decorations, (e.g., flags, balloons, drapes, flowers, wedding favors, table stands with numbers) on tables, cleaning and removing of all service ware and decor, tablecloths, and draping at the completion of the function in areas where food service functions are held.
- F. Provide decorations and signage for coffee service, food stations, buffets, and other service stations to deliver a five-star atmosphere.
- G. Deliver and dispense food, beverages, supplies, and other articles for temporary set ups and portable carts.
- H. Provide and clean items required for event water services including, but not limited to: water pitchers, trays, ice, and glasses.
- I. Set up and supply the water service for all tables and lecterns during a meeting or event as required by a client.
- J. Provide all necessary equipment to properly accept product deliveries as well as transporting products between Facilities. NOTE: Successful Proposer will not be permitted use of the County's pallet jacks, forklifts, or other vehicles, lifts and carts, except with specific permission of the County.
- K. Comply with all OSHA and ADA requirements as well as all federal, State and local laws, regulations and ordinances.
- L. Maintain all food service facilities and it occupies in a clean and sanitary condition in accordance with, and consistent with, all applicable rules and requirements of law, pertinent health and sanitation codes, and the requirements of duly authorized Health Authorities having jurisdiction. The County shall determine acceptable performance levels relative to maintenance and sanitation conditions.
- M. Provide a copy of all health inspections to the County within twenty-four (24) hours of said inspections.
- N. Upon request, the successful Proposer may be asked to assist the County during an adverse situation such as a natural disaster.
- O. Operate within the framework of the County Event Schedule. When directed by the County, the successful Proposer shall provide adequate staff to perform required set-up and removal to accommodate the County for a scheduled event. NOTE: Whenever possible, the County will build time periods into the event schedule for successful Proposer's set-up and removal of equipment.

### **1.05 SERVICE REQUIREMENTS**

Successful Proposer's services shall include but not be limited to:

- A. Providing services and representing the County in a professional manner.
- B. Ensuring all food and beverage sales and services are conducted and operated within the rules and regulations provided herein.
- C. Operating the spaces designated in the Facilities for the services of food and beverage in a manner consistent with convenience and safety of the public and event management during designated County events. These areas may include the kitchen, conference center, north and south hall arena, and lobby concessions.
- D. Employing a highly skilled professional, management staff possessing the necessary experience and expertise to provide the overall management of a high-quality catering service.
- E. At no time will any employee of the successful Proposer allow free entrance to the Facility by any person who is not an employee of the Facility or the successful Proposer or client.
- F. The successful Proposer shall provide catering service requested by the County as part of its in-house (located at BACC or Crosley) County activities, approximately twelve (12) per year. These will be "at cost" (cost of the product and labor to prepare and serve the product). Off-site catering for BACC/Manatee County Government activities may be negotiated.
- G. Creating and producing events in their entirety on behalf of the Crosley Foundation with a portion of the proceeds going to the Foundation as a Fundraiser.
- H. Obtaining prior approval by the County of all subcontractors.

### **1.06 TECHNICAL REQUIREMENTS**

Successful Proposer shall adhere to the following technical requirements in the provision of services:

#### **A. Employee Attire**

- 1. Employees shall be neatly attired in uniforms that clearly and properly identify the catering staff.
- 2. All employees shall wear a name identification tag at all times while on duty.
- 3. Additionally, it shall be the responsibility of the successful Proposer to ensure that all employees meet minimum hygiene and appearance standards.

#### **B. Serving of Alcoholic Beverages**

The County reserves the right to negotiate with the successful Proposer to manage and maintain all liquor operations and licenses. In the event the successful Proposer is the server of alcoholic beverages, the successful Proposer shall at all times:

- 1. Exercise total independent, prudent, and reasonable experienced judgment in the service of alcoholic beverages; and
- 2. Use **extreme** care to ensure that no alcoholic beverages are sold to minors.
- 3. Use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
- 4. Provide the documented alcohol training of all staff as required to the County.

#### **C. Inventory**

The County will provide minimal existing inventory including small wares, kitchen preparation and service equipment as outlined on Exhibit 4, Equipment List. All such equipment will remain the property of the County and must not be loaned or removed from the Facilities. No modifications or alterations may be made to this equipment without the express written

approval of the County. Food and beverage product and small wares shall be inventoried on a quarterly basis by the successful Proposer and provided to the County. The County will have full discretion in maintaining proper small wares for appropriate service expectations and food and beverage product quality.

**D. Small wares Inventory**

The successful Proposer may utilize existing limited small wares inventory but will be responsible for providing matching small wares, flatware, and glassware if the number served is above and beyond existing inventory. The successful Proposer shall maintain existing levels throughout the contract period.

**E. Menu and Signage**

1. Menus shall be typed or professionally printed.
2. No hand-written menus or signs shall be allowed.
3. Successful Proposer shall post and display all menu items and prices for permanent and portable stands.
4. Successful Proposer shall provide State of the Art menu boards graphic signage wherever required.
5. Signs shall be consistent, professional, and approved by the County prior to displaying.

**F. Equipment**

The County will provide existing kitchen and food service equipment and small wares as is. In the event, the successful Proposer desires to change or modify the type, location, or quantity of such equipment, all expenses shall be borne by the successful Proposer. The successful Proposer shall install and use at the premises the following equipment which includes, but is not limited to:

1. Cash registers, sales slips, invoicing machines, and other automated accounting equipment; or
2. Devices required to record the gross receipts on all sales properly and accurately, by event, by type, by services, and any other business transactions made by the successful Proposer under the resulting agreement relating to any cash event or operating the concessions for the County during pre-determined larger events.

**G. Kitchen Area**

The kitchen area may be utilized by the successful Proposer at an agreed upon price to be paid to the County, for their offsite catering not related to County clients or subject to any commission.

**H. Utilities**

The County shall provide the following utilities:

1. Telephone service
2. Electricity
3. Natural gas
4. Air conditioning, heat, water, and sewer
5. One (1) eight (8) yard dumpster

Any added utility capacities, telephone services and/or outlets beyond those provided, the cost of such installation and hookups shall be the responsibility of the successful Proposer.

**I. Permits**

The successful Proposer shall be responsible for obtaining all permits, licenses, and certifications required by federal, State, and local laws, regulations, codes, and ordinances for the performance of services described herein.



**J. Designated Space**

The successful Proposer shall be designated space in the following locations:

1. BACC Receiving Dock Area
2. BACC Kitchen, Kitchen Office and Storage
3. BACC Concession
4. Crosley coolers (if Proposer is awarded management of alcohol services)
5. Staff parking spaces at the Facilities on a first-come-first serve basis.

**K. Maintenance and Clean-up**

The successful Proposer shall:

1. Maintain all equipment and small wares used in performance of its duties in a good state of repair, including maintenance or repair needed by ordinary wear and tear.
2. Be responsible for keeping clean, covered, polished, and in good repair all equipment owned by the County and utilized by the successful Proposer.
3. Be required to operate all food service related equipment in accordance with manufacturers' recommendations.
4. Maintain all food and beverage service facilities in a clean and sanitary condition in accordance with, and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of the State of Florida or department having jurisdiction.
5. Meet with Facilities Management on an annual basis to discuss capital needs for consideration for the two-year budget cycle.
6. Maintain, on a continuing basis and in a sanitary and clean manner, the receiving dock area where food and beverages are delivered and ensure the dock area is free and clear of any items. Dock area cannot be used to store items as it is also utilized by County staff, clients, and County suppliers.
7. Be responsible for the return of all pallets, storage containers, linens and other equipment used in the conduct of operating the food service that belongs to the suppliers.

**L. Financial Transaction**

The successful Proposer shall invoice the client and collect payment directly from the client and provide the County an agreed upon commission percentage of all catered event gross receipts (Gross Receipts shall be defined as all revenues excluding any sales tax). This commission amount is not permitted to be listed on the client invoice as a separate service or Facility charge rather it must be built into the client's quoted food price. The commission percentage of Gross Receipts shall be paid to the County by the 10<sup>th</sup> calendar day of each month and accompanied by a summary statement outlining each catered event along with a copy of the final client paid invoice. Any discrepancies shall be resolved within five (5) days of original submission.

**M. Audit Compliance**

The successful Proposer shall participate and comply with any internal and external quality assurance and grievance procedures as a result of the services performed and as described in this Request for Proposal. The successful Proposer shall work with the Manatee County Clerk of the Circuit Court (the "Clerk"), an independent constitutional office, who may, from time to time, determine certain requirements of Florida law must be met concerning the payment or collection of County funds. The successful Proposer shall work with the Clerk's office to ensure compliance with any such issues.



**1.07**    **PAYMENT CARD INDUSTRY (PCI) COMPLIANCE**

In order to accept credit card payments from clients or event attendees, successful Proposer must meet the following PCI compliance standards:

- A. Must conduct the required security assessments and remain PCI compliant for the term of the Agreement.
- B. Must provide verification to the County on an annual basis of its continued compliance with the PCI Security Standards Council.
- C. Notify the County within 48 hours of discovery of any security breach.

**1.08**    **COUNTY REQUIREMENTS**

- A. County staff will be responsible to set guest tables, chairs, risers, stage, and trash cans.
- B. County staff will be responsible for the set-up and tear-down of all tables and chairs except those used for food and beverage service and those specifically required by the successful Proposer for serving and staging.
- C. The County will be responsible for the expense associated with, and coordination of, regularly scheduled exterminators to control vermin and pests within kitchen and storage areas.

**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 D, Evaluation of Proposals.

**2.01 INFORMATION TO BE SUBMITTED**

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

**2.02 PROPOSAL FORMAT**

**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):

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. Must have a held a Public Food Service License from the Florida Department of Business and Professional Regulations (DBPR).

**Provide a copy of successful Proposer’s Catering License from the State of Florida’s Department of Business and Professional Regulations (DBPR) that indicates it has been in business since July 10, 2013.**

3. Must employ a minimum of one (1) supervisory personnel who possesses a current, valid Certified Food Manager certification as required by the Florida law [F.S. Section 509.039](#) Food service protection

**Provide a copy of the qualifying individual's current, valid Florida Department of Health Certified Food Manager certification.**

4. Must employ a minimum of five (5) individuals who possess current, valid Food Handler Certification as required by the Florida law [F.S. Section 509.039](#) Food service protection

**Provide a copy of the five (5) qualifying individual's Food Handler Certification issued by Florida Department of Business and Professional Regulation (DBPR).**

5. Must have received a 'satisfactory or meets requirements' Florida Department of Health Food Hygiene or Department of Business and Professional Regulation inspection within 90 days of the Due Date and Time for a current food service operated by Proposer.

**Provide a copy of Proposer's inspection report from the Florida Department of Health Food Hygiene or Department of Business and Professional Regulation inspection issued within 90 days of the Due Date and Time for a current food service operated by Proposer.**

6. Must not have any delinquencies listed on the DBPR Delinquency List related to payment for alcoholic beverages.

**No documentation is required. The County will verify on the DBPR webpage at [https://www.myfloridalicense.com/delinquency\\_search.asp?SID=](https://www.myfloridalicense.com/delinquency_search.asp?SID=).**

7. Has provided on-going catering services in the past three years (since July 1, 2015) for two organizations/facilities that included the following: (a) catering services provided for each organization/facility generated revenues of a minimum of \$250,000 annually (b) a minimum five events conducted for each organization/facility each event having at least 100 attendees; and (c) the five events conducted were for one of the following types of events: (i) corporate meeting, (ii) wedding, or (iii) private banquet.

**Provide the following information for the five qualifying events.**

- a) **Name of organization/facility**
- b) **Location (City/State)**
- c) **Client contact name**
- d) **Contact phone**
- e) **Contact email**
- f) **Service/contract dates (Start/End)**
- g) **Annual revenues generated**
- h) **Identify the five events and provide the following for each:**
  - (i) **Type of event**
  - (ii) **Number of attendees at each event**

8. 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.**

9. 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.**

10. Proposer must be PCI Data Security Standard Complaint per the requirements and standards of the PCI Data Security Standards Council for credit card account data protection.

**Proposer must submit documentation that confirms it is complaint with the PCI Data Security Standards Council requirements.**

#### **C. TAB 3 – FORMS**

Provide the completed and executed Attachments shown below 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 Bonding Requirements
5. Exhibit 5, Federal Grants, Special Provisions

#### **D. TAB 4 - TRADE SECRETS**

Pursuant to Section A.27, Trade Secrets, in Tab 4 identify any trade secret being claimed.

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

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

**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.
  - a) Address
  - b) City, State, Zip
  - c) Phone
  - d) Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:
  - a) Name
  - b) Phone
  - c) E-mail
  - d) Mailing Address
  - e) City, State, Zip
9. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

**F. TAB 6 – PROPOSER AND TEAM'S EXPERIENCE**

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

1. Provide a summary of Proposer's background, size and years in business.
2. Provide Proposer's years of experience in event catering services. Detail the types of food and beverage services Proposer has provided to include non-alcoholic and alcoholic beverages.
3. Provide additional details specific to Proposer's experience in serving alcoholic beverages at catered events.
4. Describe Proposer's experience in event catering services for other government agencies, particularly those within Florida.
5. Provide details of Proposer's experience in event design and décor. Include photos of events that Proposer has designed.

6. Identify and include information regarding experience and qualifications of Proposer's key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
7. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to emergency food services.
8. Describe any significant or unique accomplishments or awards received by Proposer or its subcontractors in previous similar services.
9. Provide a minimum of five client references for event catering services, similar in scope as defined in this RFP, 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. TAB 7 - CAPACITY**

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

1. Details of your process for preparation and mobilization for an event.
2. Specify the location(s), including the complete physical address, where the work for any off-site food services will be performed, including work performed by subcontractors, if applicable.
3. Provide details of the location and types of facilities, equipment, and other resources that Proposer plans to use for the provision of services. Note that preference will be given to Proposer's who have, or plan to have, permanent operations located within Manatee County.
4. Details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately.
5. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent. Include details of any prior similar work Proposer and its proposed subcontractors have jointly performed.
6. An organizational diagram clearly identifying key personnel (e.g., executive, managerial, supervisory) who are designated to provide services to the County.
7. Describe any strategies Proposer plans to use in which Manatee County businesses would receive consideration as suppliers of goods and services.
8. 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.



9. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
10. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
11. If applicable, provide a copy of Proposer's current, valid liquor license from the Florida Division of Alcoholic Beverages and Tobacco (AB&T) Bureau of Licensing to serve beer, wine and/or liquor.
12. NOTE: Having a full liquor license is not required to submit a proposal, however, at the County's discretion, may be a requirement during the Agreement term and preference will be given to firms currently possessing a full liquor license. If Proposer does not currently possess a full liquor license, provide details of Proposer's strategies to meet this requirement, if added during the agreement term.
13. Provide details on strategies regarding serving of alcoholic beverages and to be utilized for managing and operating the County's liquor operations, if required.
14. Provide details of the following as it relates to Proposer's PCI compliance measures.
  - a) What is included in Proposer's security incidence response plan?
  - b) Has Proposer experienced any data breaches in the past five years and if so, provide details of the strategies implemented to mitigate recurrence?
  - c) Explain the type and frequency of background checks Proposer conducts on its employees.
  - d) Describe your PCI-DSS compliance status and program.
  - e) Explain how Proposer maintains compliance with the PCI standards.
  - f) Is Proposer and all its contractors, subcontractors and third-party processors, in compliance with all applicable PCI DSS standards?
  - g) Provide details of Proposers most recent certification as compliant. Indicate if the assessment was a self-assessment or conducted by a qualified third-party assessor.
  - h) Provide the name of the assessor who conducted Proposer's most recent compliance assessment.
  - i) Detail any value-added services Proposer provides that could assist the County in its compliance program.
13. 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.

**H. TAB 8 – APPROACH**

Provide Proposer's project approach in Tab 8 to include the following:

1. A narrative that clearly demonstrate Proposer's ability and willingness to meet response times for meetings with the County and event hosts.
2. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the services.
3. Proposer shall thoroughly explain its processes and plans for food preparation, cooking, and presentation of food.
4. Provide details of Proposer's approach to the provision of services to include customer service, event planning, and client interactions.
5. Provide details regarding Proposer's approach to event design and decorations.
6. Provide details regarding the service of alcohol beverages including menu, presentation, and reporting.
7. Proposer's quality assurance processes to ensure that food is properly stored, handled and prepared per FDA Code.
8. As applicable, submit suggested menu plans that would be offered. NOTE: menus should provide a variety of dietary options for entrée's and appetizers, include both hot and cold options, non-perishable snacks, and beverages.
9. Include an outline of all pricing, rates, and fees for menu options and services.
10. Provide plans for disposal and/or donation of unused food.
11. Provide a sample marketing and promotional plan.
12. Proposers are encouraged to propose the use of as many environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of 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.
13. 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.

**I. TAB 9 REVENUE PROPOSAL**

Proposer should use the Revenue Proposal form on the following page for submitting its proposed commission percentage.

Submit one hard copy original and one soft copy of the Fees Proposal Form in a separate sealed envelope labeled "Revenue Proposal" with the Proposer's name on the outside of the package. Include the envelope with Proposer's Original hard copy proposal. Do Not include copies of the Fees Proposal Form in the duplicate hard copy(s). Provide one electronic copy of Proposer's Revenue Proposal on a USB drive or compact disc (CD).

[Remainder of page intentionally left blank]



**REVENUE PROPOSAL**

Provide a percentage commission to be paid to the County. Commission shall be based on the gross receipts/revenues of all sales to BACC clients and exhibitors.

<b>CATERING TYPE</b>	<b>% COMMISSION</b>
Catering	
Concession	
In-house Catering	
Offsite catering	

**END EXHIBIT 2**

EXHIBIT 3  
**SAMPLE OF CURRENT CATERING REGULATIONS/ REQUIREMENTS  
POWEL CROSLY ESTATE OFF-SITE CATERER PROGRAM  
OCTOBER 1, 2017-SEPTEMBER 30,2018**

Manatee County Government (hereinafter "MCG") has adopted the following rules and policies to implement an Off-Site Caterer Program for caterers providing food and beverage for events at the Powel Crosley Estate (hereinafter "Crosley"). It has been determined that the program provided herein is an appropriate way to apportion the cost of operating the Crosley facility; will better protect the facility and MCG's assets; to provide for administrative efficiency and to help ensure successful events.

**1. General Program Outline**

- a) MCG has contracted with a caterer to represent the Crosley as the Convention Center Facilities In-House Food and Beverage Service.
- b) MCG has also established a program to provide an "Off-Site List" of caterers under agreement with MCG allowing them to also provide catering services -food and nonalcoholic beverage at the Crosley. The list will be provided to customers from the sales office if additional options are requested by the customer only.
- c) Program period runs annually from October 1 through September 30. A 30-day enrollment period will precede the program start.

**2. Application Fees**

- a) Application fee during the annual enrollment period -September 1-30 is \$250.
- b) The fee for enrolling outside the enrollment period shall be \$500.
- c) All fees are subject to current sales tax, if applicable.

**3. Food Service Commission**

- a) Caterers will be required to pay 10% sales commission on gross which include All items (food and beverage, rentals, labor, service charge and transportation, etc) with the only EXCEPTION being sales tax and gratuities and items listed in #3C. Caterers that apply for the program outside of the initial enrollment period will pay 15% sales commission on gross receipts as outlined above.
- b) Commission will be due within 15 days following the event along with the Commission Remittance Form provided by the Crosley and a copy of the customer's invoice. Failure to pay on time will result in one non-compliance incident and additional charges assessed. See item #7(a) iii and #11(b).
- c) Business checks, Visa, MasterCard and Discover may be accepted for payment.
- d) MCG reserves the right to request reasonable documentation required to verify the amount due.

**4. Rental Items**

- a) Caterers are required to order, handle and run through their billing all rental items.
- b) "Rental items" will include plates, silverware, decorations, lighting, chairs, tables, furniture, tents and other items rented to be used during the event.
- c) Specifically excluded in rental items are third party vendors providing limos and any transportation, clothing, flowers along with their containers, cakes, photographers, all entertainment (includes photo booths, OJ, etc), and wedding planners as well as Convention Center Facilities In-House AV Services.

- d) Have all rental equipment picked up at the conclusion of the event. If the rental company does not pick up at the conclusion of the event and equipment is left past the move out time the caterer will be assessed a \$250 fee and will not be permitted back onto the Crosley property until it is received.
- e) Control and monitor tent companies to prevent damage to the lawn and sprinkler system upon set up and tear down. Caterer will be billed the cost of lawn repair and sprinkler replacement plus 25%.
- f) Confirm client has contracted adequate rental time with the facility for the set up and tear down of rental times. Vendors are not permitted on the property unless it is rented by the Licensee.

**5. General Rules**

- a) The Manager on Duty for the Crosley will have full control of the facility before, during and after the event.
- b) Catering employees working at the Crosley must be at least 18 years old.
- c) The following activities are strictly prohibited:
  - I. Leaning equipment against the facilities walls or dragging equipment on the floor or stairs
  - II. Fireworks, sky lanterns, and sparklers are prohibited on Crosley property
  - III. lit candles not properly enclosed in glass globes
  - IV. Rose, rice and bird seed tosses are prohibited. All other fresh flowers or biodegradable products are acceptable with management approval. Bubbles are allowed.
  - V. Only the Crosley may provide alcoholic beverages on the Crosley property.

**6. General Conditions**

- a) Proof of Insurance
  - I. Caterer's Liability Insurance is to be provided and arranged by caterer for events using outside caterers at the Crosley. Manatee County, a political subdivision of the State of Florida, must be named as the additional insured. A blanket certificate is required and due with application.
    - (1) Amounts required are as follows:
      - (a) General Comprehensive \$1,000,000
      - (b) Product Liability \$1,000,000
      - (c) Independent Contractors Liability \$1,000,000
      - (d) Liability per occurrence \$1,000,000
      - (e) Premise/Operations Liability \$1,000,000
      - (f) Personal Injury Liability per occurrence \$1,000,000
  - II. Control of Powel Crosley Estate Facilities -Crosley does not relinquish the right to control management of the Space or the Crosley, and to enforce all the necessary and proper rules for the management and operation of the same. The agents and employees of the Crosley may enter the Crosley facility and space at any time and on any occasion.
- b) Indemnity -Caterer agrees to conduct its activities within the Crosley so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Crosley against any and all claims for loss, injury or damage to persons or property, including claims of Caterer's invitees, arising out of the activities conducted by the Caterer's employees, agents or invitees. If the premise or any portion of the Space during the term of the Agreement shall be damaged by the act, default or negligence of the Caterer's employees, agents or invitees, the Caterer will pay to Crosley upon demand such sum as shall be necessary to repair such damage. Caterer hereby assumes full responsibility for the character, acts and conduct of Caterer's employees.

- c) Fire -In case the Crosley or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement impossible including, without limitation the requisitioning of the premises by the United States government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon the Agreement shall terminate.
- d) Evacuation of the Crosley -Should it become necessary in the judgment of the Crosley to evacuate the Space because of a bomb threat or for other reasons of public safety, the dates and times provided in the Agreement will be extended for sufficient time to complete the Event without additional rental charges providing such time does not interfere with rights previously granted to another rental. Caterer waives any and all claim for damages or compensation from Crosley.

**7. Facility Use Regulations**

- a) The Crosley Facility -Caterer shall not injure, mar nor in any manner deface the Crosley, and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured or marred or defaced and caterer will not do, or permit to be done anything in or upon any portion of the Facilities or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Facility or any part thereof, or in any way increase any of insurance upon the Facility or on property kept there.
- b) Defacement -Caterer shall not drive or permit to be driven, any nails, hooks, tacks, or screws in any part of the Facility, shall not tape or permit to be taped any material to any part of the Facility, and shall not make or allow to be made any alteration of any kind therein.
- c) Residual Matters -All matters, rules, regulations, or deviations there from, not expressly provided for herein, shall be decided upon by the Crosley Estate Executive Director or Designee.

**8. Crosley agrees to:**

- a) Provide access to the facilities during the hours contracted by licensee only starting with move in and ending at move out.
- b) Provide hand washing facilities, access to water, and a small amount of counter space for your prep work in the "butler's pantry" and "kitchen" area of the house. The freestanding banquet table and stainless steel counter in the kitchen are not available as it is used by Crosley staff. Cabinets and doors cannot be blocked. If additional space is required, alternate space will be suggested based on availability by the Manager on Duty. Refrigerators, freezers, hot boxes, cooking appliances, or dish washing facilities will not be provided. Those items which are present in the facility are not for general use. No rinsing or washing of dishware, glassware or flatware is permitted at any time.
- c) Provide the use of a limited number of 20 -60" up to 12-8' tables for caterer's use in setting up for food service. The tables must be setup by the caterer and caterer must confirm availability prior to the event date. These tables must be broken down by the caterer immediately following the event. Tables are not heat resistant and must be returned in original condition. The Crosley recommends that caterers bring their own tables for use with hot prep.
- d) Provide the following for all bar services: bar tables, white table coverings for bar tables, black table skirts for bar tables, standard mixers, standard garnish such as cherries, olives, cocktail onions and citrus wedges, tall high ball glasses, wine glasses, rocks glasses, ice, bartenders and bar backs. Any non-standard items must be provided by the caterer, this includes colored linens, champagne or other special glassware, exotic garnishes (such as those for a "signature beverage").

**9. Caterer agrees to:**

- a) Comply with all laws, ordinances and regulations which may be applicable to the facility including all liquor laws.
- b) Provide Crosley with a copy of the current Food and Beverage license issued by a State of Florida authorized agency which allows the Caterer to provide food service at an offsite location.
- c) Keep the license and Insurance up to date with the Crosley. Caterer will be temporarily removed from the list without these correct documents on file.
- d) Comply with all rules of the Crosley Estate, including but not limited to:
  - I. Be self-sufficient as cooking facilities are not provided by the Crosley.
  - II. Park all catering vehicles and vehicles of its employees in the employee parking lot located on the south end of the Crosley, or as directed by the Manager on Duty.
  - III. Clearly identify your company by the use of signage at the catering site.
  - IV. Bus all dishes and glasses provided by Caterer as well as the bar glasses provided by the Crosley.
  - V. Return the facility to the same condition as it was upon arrival including: Clean all prep areas used for catering after the event. This includes removing trash, cleaning counter space and sweeping and mopping floors and removing all food related trash from the Crosley at the completion of the event. Trash may not be put into the Crosley dumpsters.
  - VI. Grease must be removed from the property.
  - VII. "Check out" with the Crosley Manager-On-Duty before departing the property after an event. A sign-out checklist will be signed by both parties confirming required tasks have been completed.
- e) Clearly showcase the name of their company by using sign age at the catering site.

**10. Removal of a caterer from the Off-Site Caterer Program**

The Executive Director or designee has a right to terminate a caterer from the Program for the following reasons:

- a) Failure to provide the required insurance.
- b) Two non-compliance incidents within a one-year period.
- c) Non-payment of a commission.
- d) Caterer will be notified by certified mail of the intent of Crosley to remove their name from the Off-Site Caterer list. The caterer will have 10 days to meet with facility staff to discuss the violations.
- e) Executive Director or designee will make the final decision on removing the caterer from the Off-Site Caterer list.
- f) Upon the decision by the Executive Director or designee to terminate catering privileges at the Crosley, the caterer will be required to provide us with the names of the parties in which the caterer is contracted to provide food service for at the Crosley.
- g) Caterer agrees to release these individuals at their request from their agreement if requested by Crosley or the party.
- h) The caterer, or any organization with which caterer is affiliated or which any principle of caterer is affiliated, will be removed from the Program and barred from providing principles food service at the facilities for a period of up to five years. In considering the period of removal, the Executive Director shall consider the seriousness of the violation and any risks to licensee, invitees and facility staff, the efforts of the Caterer to correct such violation and any prior history of violations.

**11. Appeals from determinations of the Executive Director or designee**

- a) Any actual or prospective caterer who is aggrieved in connection with actions undertaken by Executive Director or his designees in violation of the law or these policies may file a written protest with the County Administrator, who shall consider and investigate the written protest and render a decision within ten (10) days, excluding Saturdays, Sundays and County holidays, after filing of the protest or any additional information, if additional information is requested by the County Administrator. The County Administrator shall conduct such investigations and such hearings as the Administrator determines are necessary and shall provide a written copy of his decision to the protestor within 30 days. The purpose of this procedure is to provide an expeditious administrative remedy and upon issuance of the Administrator's written decision, the protestor shall be deemed to have pursued all administrative remedies.

**12. Charges Due and Fees**

- a) If caterer fails to comply with any of the requirements and obligations provided herein, Caterer will be assessed a \$100 administrative fee as well as the actual cost of clean-up, repair or replacement if the violation or failure to comply results in such costs.
- b) In addition to 11 (a) above, Caterer shall pay a \$100 fee if Caterer fails to pay the commission due under 3 (a) within the required 15 days. An initial \$100 fee will be assessed each month for two more months if commission is not paid.

[End of EXHIBIT 3]

**EXHIBIT 4**  
**KITCHEN EQUIPMENT**  
**AT BRADENTON AREA CONVENTION CENTER**

Quantity	Equipment Description
5	Prep Tables 10'x30"
7	Speed racks
1	Oven-gas 30" with 25" griddle
1	Oven-gas 30" with 6 gas burners
4	Oven-gas snorkel convection
1	Tile skillet
1	Fryer-3 tub
1	Steam table-6 deep wells
1	Mixer-Vulcan 1 speed
1	Food slicer-Berkel
6	Food warming cabinets
1	Freezer, walk-in
2	Cooler, walk-in
6	Storage racks-mobile, stainless
1	Dishwasher-American Dish Services with stainless tables and sink

**Exhibit 5**  
**Special Provisions –Federal Grants**

**1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFP in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from



tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
  2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
  3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
  4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
  5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFP prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
  2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
  3. The cost plus a percentage of cost method will not be used.

[Remainder of page intentionally left blank]

**FORM 1**  
**CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**  
RFP No. 18-R068916AJ , On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

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Firm Name (print)

---

Signature

Date

---

Printed Name and Title

**FORM 2**  
**DEBARMENT AND SUSPENSION**  
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

---

Signature

Date

---

Printed Name and Title

---

Printed Firm Name

---

**FORM 3**  
**Byrd Anti-Lobbying Amendment**  
RFP No. 18-068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

---

Signature

Date

---

Printed Name and Title

---

Printed Firm Name

---

**FORM 4**  
**MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION**  
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

Pursuant to C.F.R. 200.321 successful Proposer, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. \_\_\_\_\_

Address. \_\_\_\_\_

County. \_\_\_\_\_

State. \_\_\_\_\_

Zip. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**EXHIBIT 6**



**AGREEMENT No. [ENTER NUMBER]**

**[ENTER TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[ENTER CONSULTANT NAME]  
(CONSULTANT)**



**AGREEMENT FOR [INSERT TYPE OF SERVICE]**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **[INSERT COMPANY NAME]**, a [Company/Corporation], (“**CONSULTANT**”) with offices located at [Insert address], and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONSULTANT** are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, **CONSULTANT** engages in the business of providing **[INSERT TYPE OF SERVICE]**; and

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

**WHEREAS**, this Agreement is a result of **CONSULTANT**'S submission of a proposal in response to Request for Proposal No. **[INSERT RFP NUMBER]** and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

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

**ARTICLE 1. SCOPE OF SERVICES**

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

**ARTICLE 2. EXHIBITS INCORPORATED**

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

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

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

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

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force until all Work Assignments issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 12, but not to exceed [INSERT NUMBER OF YEARS].
- B. COUNTY reserves the right to extend the initial term of [NUMBER OF YEARS] for an additional [NUMBER OF YEARS] not to exceed a total of [NUMBER OF YEARS].

### **ARTICLE 4. COMPENSATION**

- A. Compensation payable to CONSULTANT for services rendered and expenditures incurred in providing the services specified in Exhibit A shall be established for each written Work Assignment issued in accordance with Article 9.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.
- C. The fee rates specified in Exhibit B shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

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

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the services specified in Exhibit A at a rate of compensation according to the deliverable payment schedule stated in Exhibit B.
- B. COUNTY shall approve of all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the Integrated Fund Accounting System (IFAS) number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.

- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.
- G. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the COUNTY prior to payment.
- H. All costs of providing the services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in Exhibit B.
- I. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 14 of this Agreement.

**ARTICLE 6. RESPONSIBILITIES OF CONSULTANT**

- A. CONSULTANT shall appoint an Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit D**.

- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not subcontract, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

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

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

- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

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

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

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

**ARTICLE 9. WORK ASSIGNMENTS**

- A. CONSULTANT shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in **Exhibit C**. Work Assignments shall be signed by CONSULTANT and COUNTY and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.
- B. Each Work Assignment shall establish the following:
  - 1. A title for the project and a general description of the purpose for the work.
  - 2. From the services listed in **Exhibit A**, the specific services to be provided under the Work Assignment and any additional information necessary to describe the nature of these services.
  - 3. The services that will be furnished for a fixed fee and the services to be furnished based upon time and charges provided.
  - 4. The maximum total compensation and reimbursable expenses that will be paid to CONSULTANT by COUNTY upon completion of the Work Assignment.



5. An agreed upon date of completion for each Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to the completion of the entire Work Assignment, such date shall be stated in the Work Assignment.
  6. Additional duties and obligations of the Parties with respect to a Work Assignment that are not provided for in this Agreement.
  7. The identification of the person(s) who will serve as CONSULTANT'S Project Manager and COUNTY'S Project Manager for the Work Assignment.
- C. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts of said data, shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement.
- D. All final plans, documents, reports, studies and other data prepared by CONSULTANT shall bear the endorsement of a person in the full employ of CONSULTANT.
- E. It shall be the responsibility of CONSULTANT to ensure that all projects and services are completed timely. If the completion of a project or service is expected to be delayed, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.
- F. Any Work Assignment, including reimbursable expenses, shall not be effective until approved and executed by the County.
- G. When a Work Assignment is complete, CONSULTANT shall notify COUNTY in writing. Thereupon COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such written notice of acceptance or exception is not given within this period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall never be construed as an acceptance of improper, defective or deficient work.

#### **ARTICLE 10. NEGOTIATION OF WORK ASSIGNMENT**

For each project, grouping of substantially similar services and activities for a group of projects, feasibility studies or special projects, COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONSULTANT and in accordance with the

rate schedule specified in **Exhibit B**. Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONSULTANT be eligible for reimbursement in excess of the amount established in a Work Assignment. COUNTY'S Purchasing Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized for the particular Work Assignment.

#### **ARTICLE 11. COUNTY OWNERSHIP OF WORK PRODUCT**

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

#### **ARTICLE 12. TERMINATION OF AGREEMENT**

##### **A. TERMINATION FOR CAUSE:**

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



incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
  - a. Stop work on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
  - b. Continue and complete all parts of that work that have not been terminated.

**B. TERMINATION WITHOUT CAUSE:**

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

**ARTICLE 13. TRANSITION SERVICES UPON TERMINATION**

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

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

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

#### **ARTICLE 14. DISPUTE RESOLUTION**

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

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

#### **ARTICLE 15. COMPLIANCE WITH LAWS**

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

#### **ARTICLE 16. NON-DISCRIMINATION**

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

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

#### **ARTICLE 17. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

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

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

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

#### **ARTICLE 18. PUBLIC RECORDS**

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

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

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

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

**Phone: 941.742.5845**

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

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

**ARTICLE 19. INDEMNIFICATION**

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

**ARTICLE 20. NO WAIVER OF SOVEREIGN IMMUNITY**

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

## **ARTICLE 21. INSURANCE**

- A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** 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 E**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

## **ARTICLE 22. LEGAL SERVICES**

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

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY'S position in court.
- D. Compensation for litigation services shall not exceed CONSULTANT'S Fee Rate Schedule



specified in **Exhibit B**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

- E. CONSULTANT'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

### **ARTICLE 23. SOLICITATION OF AGREEMENT**

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

### **ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING**

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

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

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

### **ARTICLE 25. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONSULTANT warrants that it has not employed or retained any company or person other than



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

#### **ARTICLE 26. KEY PERSONNEL**

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

Enter Name, Title

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

#### **ARTICLE 27. SUB-CONSULTANTS**

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

#### **ARTICLE 28. PROFESSIONAL LIABILITY.**

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

#### **ARTICLE 29. NOTICES**

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

To COUNTY: Manatee County Government  
Department  
Attn:  
Address  
City, State, Zip  
Phone: (941)  
Email:

To CONSULTANT: Consultant Name  
Attn: Representative Name  
Address  
City, State, Zip  
Phone: ( )  
Email:

### **ARTICLE 30. RELATIONSHIP OF PARTIES**

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

### **ARTICLE 31. NO CONFLICT**

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

### **ARTICLE 32. ETHICAL CONSIDERATIONS**

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

### **ARTICLE 33. PUBLIC ENTITY CRIMES**

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

### **ARTICLE 34. TAXES**

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

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

### **ARTICLE 35. FORCE MAJEURE**

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

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

### **ARTICLE 36. 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 37. 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 38. PATENT AND COPYRIGHT RESPONSIBILITY**

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

**ARTICLE 39. 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 40. SEVERABILITY**

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

**ARTICLE 41. 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 42. 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 43. TIME**

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

**ARTICLE 44. AUTHORITY TO EXECUTE**

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

[Remainder of page intentionally left blank]

SAMPLE

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

**CONSULTANT NAME**

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

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

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

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

**By: its Board of County Commissioners**

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

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

**ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

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

[To be inserted prior to final execution of the Agreement]

SAMPLE



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

[To be inserted prior to final execution of the Agreement]

SAMPLE

**EXHIBIT C**  
**WORK ASSIGNMENT**

WORK ASSIGNMENT NUMBER: \_\_\_\_\_

Pursuant to the Manatee County, Florida, Agreement for \_\_\_\_\_ Services entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Insert Consultant name \_\_\_\_\_, hereinafter referred to as "CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of or rendering of services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: \_\_\_\_\_

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform tasks as more specifically detailed in Attachments 1 through 3 as follows:

- Attachment 1, Scope of Services
- Attachment 2, Hourly Fee Schedule
- Attachment 3, Schedule

Compensation to CONSULTANT for rendering all of the above identified services and products shall not exceed \$ \_\_\_\_\_. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description # \_\_\_\_\_ - \$ \_\_\_\_\_

Task/Description # \_\_\_\_\_ - \$ \_\_\_\_\_

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

CONSULTANT agrees to perform or render services in accordance with this Agreement No. \_\_\_\_\_ for \_\_\_\_\_ Services and this Work Assignment dated \_\_\_\_\_.

**CONSULTANT NAME, Consultant**

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

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

Title: \_\_\_\_\_

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

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

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

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

SAMPLE

**EXHIBIT D**  
**AFFIDAVIT OF NO CONFLICT**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

**EXHIBIT E**  
**INSURANCE AND BOND REQUIREMENTS**

[To be inserted prior to final execution of the Agreement]

SAMPLE