

RFO No.
18-R068703JP
Tennis Program Management Services
(961-100)
July 23, 2018

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



NOTICE TO OFFERORS
REQUEST FOR OFFERS NUMBER 19-R068703JP
Tennis Program Management Services

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

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Offers in response to this RFO is **August 20, 2018 by 3:00 P.M. ET**. Offers must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 or via email to the Designated Procurement Contact shown below.

SOLICITATION INFORMATION CONFERENCE:

In order to ensure that all prospective Offerors have sufficient information and understanding of County's needs, a Non-mandatory Information Conference will be held at 10:00 A.M., on August 2, 2018 at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Offer to the Manatee County Procurement Division by August 6, 2018. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT: Joe Pretorius, Procurement Agent
(941) 749-3045, Fax (941) 749-3034
Email: johannes.pretorius@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: 

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SECTION A
INSTRUCTIONS TO OFFERORS
RFO NUMBER 18-R068703JP

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

A.01 OFFER DUE DATE

The Due Date and Time for submission of Offers in response to this Request for Offers (RFO) is **August 20, 2018 by 3:00 P.M. ET**. Offers must be delivered to Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 or via email to the Designated Procurement Contact via email at johannes.pretorius@mymanatee.org. It will be the responsibility of the Offeror to deliver its Offer to the Manatee County Procurement Division for receipt by the Due Date and Time regardless of the method of delivery.

A.02 SUBMISSION OF OFFERS

A. The contents of the Offer package, if submitted in hard copy, must include:

- One (1) bound original identifying Offeror and marked "ORIGINAL" and containing all required information.
- One (1) bound copy(s) identifying Offeror and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy identifying Offeror. Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Offer copies. Electronic copies must contain an identical Offer to the original.

Submit the hard copy Offer package with the following information: RFO 18-R068703JP Tennis Program Management Services and Offeror's name. Hard copy Offers are to be delivered to Manatee County Procurement Division at the following address:

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

B. The contents of the Offer package, if submitted electronically, must include:

- One (1) electronic format original identifying Offeror.
- Electronic submission should be submitted in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in a single document. Do not password protect or otherwise encrypt electronic Offer submission. Electronic format original must contain all required information.

Submit the electronic Offer package with the following information in the email Subject Line: RFO 18-R068703JP Tennis Program Management Services and Offeror's name. Electronic package is to be delivered to the Designated Procurement Contact via email at johannes.pretorius@mymanatee.org.

A.03 ORGANIZATION OF OFFERS

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

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

A.04 ADDENDA

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

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

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

A.05 OFFEROR EXPENSES

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

A.06 FALSE OR MISLEADING STATEMENTS

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

A.07 WITHDRAWAL OR REVISION OF OFFERS

Offerors may withdraw Offers under the following circumstances:

- a. If Offeror discovers a mistake(s) prior to the Due Date and Time. Offeror may withdraw its Offer by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Offers. A copy of the request shall be retained and the unopened Offer returned to the Offeror; or
- b. After the Offers are opened but before a contract is signed, Offeror alleges a material mistake

of fact if:

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1. The mistake is clearly evident in the solicitation document; or
2. Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made in the Offer. Request to withdraw an Offer must be in writing and approved by the Procurement Official.

A.08 JOINT VENTURES

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

A.09 LOBBYING

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

A.10 EXAMINATION OF OFFERS

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

A.11 ERRORS OR OMISSIONS

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

A.12 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

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

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

A.13 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Offers, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Offer is received, the County reserves the right to negotiate with the Offeror. The County reserves the right to award the contract to a responsive and responsible Offeror which in its sole determination is the best value and in the best interests of the County.

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

A.14 APPLICABLE LAWS

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

A.15 TAXES

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

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

A.16 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.17 COLLUSION

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

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

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

A.18 CODE OF ETHICS

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

A.19 PUBLIC ENTITY CRIMES

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

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Procurement Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Offeror must complete Attachment C and submit with its Offer.

A.20 AMERICANS WITH DISABILITIES

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

A.21 EQUAL EMPLOYMENT OPPORTUNITY

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

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

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

A.23 DISCLOSURE

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

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

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

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

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Offeror agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Offeror does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Offeror transfers all public records to County upon completion of the contract, the Successful Offeror shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Offeror keeps and maintains public records upon completion of the contract, the Successful Offeror shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

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

A.24 TRADE SECRETS

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

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of an Offer in response to the Request for Offer shall belong exclusively to County.

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

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

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Offerors request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Offeror's Offer, the Offeror at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Offeror in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Offeror will be deemed to have waived the trade secret designation of the materials.

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

A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS

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

A.26 E-VERIFY

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

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

By submission of an Offer in response to this RFO, the Successful Offeror commits that all employees and subcontractors will undergo e-verification before placement on this contract.

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

A.27 LICENSES AND PERMITS

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

A.28 BINDING OFFER

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

A.29 SOLICITATION SCHEDULE

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

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference at Manatee Ave. W., Suite 803, Bradenton, FL 3420	August 2, 2018 10:00 A.M.
Question and Clarification Deadline	August 6, 2018
Final Addendum Posted	August 10, 2018
Offer Response Due Date and Time	August 20, by 3:00 P.M.
Evaluation Completed	September 2018
Projected Award	September 2018

END SECTION A

SECTION B
EVALUATION OF OFFERS
RFO NUMBER 18-R068703JP

B.01 EVALUATION

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

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

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

B.02 RECOMMENDATION FOR NEGOTIATION

A recommendation will be made as to the Offeror(s) with whom the County should enter into negotiations, if any. Upon approval of the recommendation, the Successful Offeror will be invited to enter negotiations led by the County Procurement Division.

B.03 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFO.

Criteria	Maximum Points
Offeror & Team's Experience	25
Capacity	30
Approach	30
Fees	15

B.04 RECOMMENDATION FOR AWARD

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

END SECTION B

SECTION C
NEGOTIATION OF THE AGREEMENT
RFO NUMBER 18-R068703JP

C.01 GENERAL

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

C.02 AGREEMENT

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

C.03 AWARD

County may not make award to an Offeror who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Offeror attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Offeror's statement is discovered to be false, Offeror will be subject to suspension and/or debarment and County may terminate any contract it has with Offeror.

Award of an agreement is subject to the successful negotiations and the approval of either the Procurement Official or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

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

END SECTION C

**ATTACHMENT A
ACKNOWLEDGMENT OF ADDENDA
RFO NUMBER 18-R068703JP**

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 Offeror's information below:

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

**ATTACHMENT B
OFFER SIGNATURE FORM
RFO NUMBER 18-R068703JP**

The undersigned represents that:

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

Print or type Offeror's information below:

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

ATTACHMENT C
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
RFO NUMBER 18-R068703JP

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

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

This sworn statement is submitted to Manatee County by _____
[print individual's name and title]
for _____
[name of entity submitting sworn statement]
whose business address is: _____

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

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

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

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

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

_____ My commission expires _____ . _____ Notary
Public Signature

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

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

ATTACHMENT C
INSURANCE AND BOND REQUIREMENTS
RFO NO. 18-R068703JP

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 Offeror. The Successful Offeror shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy). **NOTE: Only those insurances and/or bonds designated with and “X” apply to work under the resulting Agreement).**

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

<input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage <input type="checkbox"/> Jones Act Coverage	<p>Florida and the federal government.</p> <ul style="list-style-type: none"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p align="center"><u>OTHER INSURANCES</u></p>	<p align="center"><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Insurances</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • \$ _____ Bodily Injury and Property Damage Each Occurrence • \$ _____ General Aggregate

<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"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</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"> • \$_____ Security Breach Liability • \$_____ Security Breach Expense Each Occurrence • \$_____ Security Breach Expense Aggregate • \$_____ Replacement or Restoration of Electronic Data • \$_____ Extortion Threats • \$_____ Business Income and Extra Expense • \$_____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</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"/> Pollution Liability</p>

	<ul style="list-style-type: none"> 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. <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> 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. <p><input type="checkbox"/> Disposal</p> <p>When applicable, Successful Offeror 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"> 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. 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>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>Successful Offeror shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. 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"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p>

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

<u>BOND REQUIREMENTS</u>	
18. <input type="checkbox"/> Bid Bond	<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>
19. <input type="checkbox"/> Payment and Performance Bond	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved by Risk: _____

Date: _____

INSURANCE REQUIREMENTS

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

1. Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Offeror, his agents, representatives, and employees; products and completed operations of the Successful Offeror; or automobiles owned, leased, hired or borrowed by the Successful Offeror. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

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

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

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Offeror for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Offeror shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Offeror will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Purchasing Division - Procurement
1112 Manatee Avenue West
Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
 3. 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.
 4. Successful Offeror shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 5. Successful Offeror agrees that should at any time Successful Offeror fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 6. The Successful Offeror waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 7. The Successful Offeror has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the Successful Offeror's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Offeror shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Offeror shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Offeror's deductible or self-insured retention and to require that it be reduced or eliminated.
- II. Successful Offeror understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Offeror's obligation to provide and maintain the insurance coverage specified.
- III. Successful Offeror understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- IV. The enclosed Hold Harmless Agreement shall be signed by the Successful Offeror and shall become a part of the contract.
- V. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the 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.

Offeror Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your offer.

EXHIBIT 1

SCOPE OF WORK RFO NUMBER 18-R068703JP

1.01 BACKGROUND INFORMATION

Manatee County is a mid-sized Florida County located on the southwest coast and consists of 9 miles of beaches on the Gulf of Mexico coastline, 741 square miles of land, 311,000 residents, and attracts more than 2 million visitors each year.

The County owns and operates four outer-site hard tennis court facilities (lighted and unlighted) throughout the County.

Through an Agreement, an experienced tennis program management service would maintain services, tennis instruction, and program coordination to fully operate and manage the court locations in accordance with the specifications, conditions and other provisions of an Agreement.

Manatee County is requesting proposals from parties capable of providing tennis program management services.

1.02 SCOPE OF WORKS

The successful Offeror shall furnish all labor, supervision, equipment, insurance, and incidentals necessary to provide Tennis Program Management services to the County. The successful Offeror shall:

- Formulate, implement, directly manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of available facilities to serve the needs of the County.
- Duties shall include but not be limited to scheduling and administering of the following activities;
 - Group and private tennis lessons and instructions;
 - Junior tennis program, including lessons, matches, tournaments, league play and tennis clinics;
 - Tennis clinics for adults and youth;
 - Tennis instructions for beginners, intermediate and advanced tennis players;
 - Coordinate activities and events for users of the select County owned tennis facilities. This shall include establishment of leagues, round robins, socials and tournaments;
 - Coordinate rental requests as well as open use programs;
 - Provide experienced staff for operations, including answering telephones, assisting with program registrations, membership sales, interacting with patrons of the tennis facility, collection of tennis fees and maintaining records; and
 - Maintain provided equipment in a good condition.
- The successful Offeror shall provide equipment and materials as follows:
 - All materials and equipment needed for each program will be provided by the successful Offeror at his/her own cost and expense. However, the successful Offeror may require students to obtain certain materials required in the program by providing

a list of such materials (with the approximate costs) to the participants. If the successful Offeror makes such materials available to participants, they must be sold at the successful Offeror's costs. All equipment provided by the successful Offeror shall be used in strict accordance with the equipment manufacturer's instructions and in accordance with all applicable laws;

- The sales or advertisements of merchandise is restricted to those materials utilized in and for the class. Fundraising conducted by the successful Offeror must be approved by the County in advance. The successful Offeror shall obtain the County's written approval for such merchandise prior to its distribution and advertisement or sale;
- Any supplies or equipment left at the facility will be the responsibility of the successful Offeror. The County will not be responsible for any lost, stolen, or broken equipment or supplies;
- The successful Offeror shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class commences that cannot be corrected immediately by the Department, the class shall be canceled and the matter reported to the Department for correction. If the successful Offeror elects to hold his/her class in the facility provided, it will be presumed that the successful Offeror has inspected the premises, facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended; and
- The successful Offeror will be responsible for the maintenance and storage of provided equipment.

1.03 PROGRAM LOCATIONS

The County has four tennis facilities where the successful Offeror will provide tennis program management services. Additional local tennis facilities may become available during the term of the Agreement. The locations for the four selected facilities are:

- Lakewood Ranch Park, 8 Courts, 5350 Lakewood Ranch Boulevard, Bradenton, FL 34211;
- John H. Marble Park, 2 Courts, 3675 53rd Avenue East, Bradenton, FL 34208;
- University Park Place, 2 Courts, 7850 Cooper Creek Boulevard, Sarasota, FL 34243; and
- Palmetto Tennis Courts, 4 Courts, 1500 10th Street West, Palmetto, FL 34221.

1.04 COUNTY RIGHTS AND RESPONSIBILITIES

- The County shall provide the following;
 - Tennis facilities throughout Manatee County as specified in 1.03;
 - Advertising through the County website and County-wide distribution of recreational brochure;
 - Limited space for onsite temporary signage and advertising; and
 - Special event permitting of courts by other entities.

- The County shall have the final approval for the following;
 - Schedule of camps, classes and tournaments. The Provider and the Director of Parks & Natural Resources Department or his authorized designee will agree upon schedules that will accommodate public access and honor all existing agreements with the School Board;
 - Pricing. All prices charged shall be reasonable, appropriate and representative of those charged for similar services;
 - Quality Assurance. All services offered shall be of excellent quality;
 - Any changes to the proposed schedule or pricing, shall be submitted in writing to the County for review and approval;
 - Availability of courts or facilities;
 - Any Subcontractors or external consulting services the successful Offeror intends to use, shall be submitted in writing to the County for review and approval.

1.05 SPECIFIC REQUIREMENTS

The following specific requirements apply;

- All County purchased and provided furnishings at the locations shall remain County property.
- The successful Offeror will submit a minimum student enrollment to the County for approval based on the type of program. The successful Offeror agrees to take daily attendance of all students registered for the class.
- The fee charged to each participant will be described in the approved Registration Pricing Sheet for each camp, classes, and tournament. The successful Offeror may not charge more than the approved rate.
- The County's approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The successful Offeror shall comply with the County's Ordinance Chapter 2-24-8 entitled "Vending and posting of signs" in reference to (1) Vending and peddling, and (2) Signs and handbills.
- All advertising, marketing and signage shall be the responsibility and expense of the successful Offeror.
- The successful Offeror shall not promote any privately-owned business in a County park/facility or solicit any participant in a County park/facility for any privately-owned business. The successful Offeror may not use the said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the approved scope of services for such class.
- Any website and social networking sites created by and operated by the successful Offeror referencing operations on County property shall be monitored and approved by the County for content.
- The successful Offeror shall abide by the rules and regulations of the Department as promulgated from time to time. The successful Offeror understands and agrees that the Department shall have priority for the use of the said facilities.
- The successful Offeror shall report all accidents or incidents to the County immediately after occurrence.
- The County requires that the successful Offeror close operations whenever severe storms or other climatic, health or structural hazards make human health or safety a concern.

- Access to the facilities may be interrupted because of capital improvements to the facilities. The County will provide reasonable notice to the successful Offeror prior to the scheduled improvement.
- All assistants, substitutes and additional instructors utilized by the successful Offeror must have prior approval of the Department. The County reserves the right to perform background checks on the successful Offeror and the staff at its sole discretion.
- The successful Offeror shall provide necessary supervisory personnel to ensure that the participants of the program obey all the Department Rules and Regulations.
- Although the County shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the selected Offeror will endeavor to comply with the County's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to the selected Offeror for his/her class, or to otherwise disrupt the other on-site activities being offered at such public facilities.
- The successful Offeror acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.
- If the successful Offeror will be providing services directly with minor children without parental supervision, the successful Offeror shall, prior to commencing services under an Agreement, comply with the County's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. Background screening will be at the selected Offeror's sole expense. A consent and release form to conduct a criminal background must be executed by any of the successful Offeror's employees or any individual who will come into contact with a child at the County through successful Offeror or at the successful Offeror's direction, authorizing the County to an inquiry. The result of the inquiry may be deemed acceptable by the County in its sole and complete discretion. If the successful Offeror has recently had a background screening conducted by another agency, the County, at its sole discretion, may accept that background screening.

1.06 FEE STRUCTURE

In consideration of the successful Offeror's services as specified in the Scope of Work, the following fee structure shall apply;

- The County shall be entitled to 30% of the fees paid by participants and the successful Offeror shall be entitled to 70% of fees paid.
- The successful Offeror will collect all fees from the participants. During the first year of the Agreement, the successful Offeror shall pay 20% of the gross income after each month to the County in the form of a check made payable to: Manatee County Government. After the first year of the Agreement, the successful Offeror shall pay 30% of the gross income after each month to the County. Payments shall occur in monthly base payments as of the 20th business day of the following month.
- Along with the payment, the successful Offeror shall also submit a monthly statement of income and a copy of the participant's registration form and attendance sheets.

- It is the responsibility of the successful Offeror to pay all applicable local, state, and federal taxes associated with an Agreement, and to acquire and pay all for all necessary permits, licenses, and insurance required for the execution thereof.
- The successful Offeror shall be required to keep, at its expense, accurate financial records, including revenue and expense reports, a financial statement reviewed by a qualified independent accountant or CPA annually, Florida State Sales Tax Returns, and Federal Payroll Tax Returns. These documents shall be made available to the County upon request.

1.07 **TERM OF AGREEMENT**

The initial term of an Agreement will be for one (1) year, with the potential for four (4) one-year renewals, if mutually agreed upon.

EXHIBIT 2
OFFER RESPONSE REQUIREMENTS
RFO NUMBER 18-R068703JP

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

2.01 INFORMATION TO BE SUBMITTED

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

2.02 OFFER FORMAT

A. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Offer.

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

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Offeror meets the following minimum qualification requirement(s):

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

No documentation is required. The County will verify registration.

2. Offeror or its staff must possess a current, valid registration at the United States Professional Tennis Association (USPTA) or Professional Tennis Registry (PTR).

Provide a copy of Offeror's valid membership issued by the above institution.

3. The Offeror has provided Tennis Program Management services for at least 2 clients since January 1, 2013 each of which included one of the following components: Tennis Program Management, Tennis Coaching, and Tennis Court Maintenance. Provide the following information for the 2 qualifying clients.
 - a) Name of client
 - b) Location (City/State)
 - c) Client contact name
 - d) Contact phone

- e) Contact email
 - f) Service dates (Start/End)
 - g) Components
4. Offeror Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No documentation is required. The County will verify

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

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

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

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

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

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

C. TAB 3 – FORMS

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

- 1. Attachment A, Acknowledgement of Addenda Form
- 2. Attachment B, Offer Signature Form
- 3. Attachment C, Public Contracting and Environmental Crimes Certification Form
- 4. Attachment D, Insurance and Bond Requirements

D. TAB 4 - TRADE SECRETS

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

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

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

E. TAB 5 - OFFEROR STATEMENT OF ORGANIZATION

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

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Offeror's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Offeror's W-9.
6. Contact information for Offeror's corporate headquarters and local office (if different)
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
Address
City, State, Zip
Phone
Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Offeror's primary and secondary representatives during this RFO process to include the following information:
Name
Phone
E-mail
Mailing Address
City, State, Zip
9. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Offeror, 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 Offeror'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 – OFFEROR AND TEAM'S EXPERIENCE

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

1. Provide a summary of Offeror's background, size and years in business.
2. Provide Offeror's years of experience in Tennis Program Management services, particularly for other government agencies.
3. Identify and include information regarding experience and qualifications of Offeror's key staff to be assigned to the services. Include a resume for each with their full names, the name of the firm(s) for their current and previous employers, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.

4. Identify any proposed 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 tennis program management.
5. Describe any significant or unique accomplishments or recognition received by Offeror or its subcontractors in previous similar services.
6. Provide a minimum of three client references for services, similar in scope as defined in this RFO, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Brief description of all services provided (1-2 sentences)
 - g. Performance period (start/end dates)
 - h. Total dollar value of contract

G. TAB 7 - CAPACITY

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

1. Details of Offeror's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
2. If Offeror's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
3. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each other.
4. Describe Offeror's plans, policies, and/or strategies in which County citizens would receive consideration for employment and county suppliers of goods and services would be utilized.
5. If Offeror is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
6. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
7. An explanation, in general terms, of Offerors' financial capacity to perform the scope of services. If Offeror is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
8. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Offeror, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Offeror's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to

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

9. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Offeror through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
10. Detail Offeror and any subcontractor's current workloads and any projected changes to the workload within the next six months.

H. TAB 8 – APPROACH

Provide Offeror's project approach to include the following:

1. A narrative of Offeror's proposed programming. The narrative shall include all seasons, tournaments, camps/classes, schedule, awards ceremonies and the costs covered by registration fees.
2. Details of implementation plan and schedule for work specified.
3. A narrative that clearly demonstrate Offeror's ability and willingness to meet response times and budget requirements.
4. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
5. The overall approach to delivering the Scope of Services and any strategies Offeror proposes to implement.
6. Provide details of Offeror's methodologies and procedures for providing customer resolution to issues such as refunds.
7. Provide details of Offerors procedures for handling, depositing and reporting revenues.
8. Offeror shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - b. How the Offeror physically plans on attending pre-scheduled meetings
 - c. How the Offeror plans on ensuring accessibility and availability during the term of the Agreement
9. Offeror's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Offeror's proposed mitigation procedures for each item.
10. Provide a copy of the bylaws and or constitution that governs the operations of proposed Tennis Management Programs.
11. Provide a list, with written specifications for all products proposed to be used. Include supporting evidence that each meets the minimum specifications listed in Section B, Scope of Services.
12. Offerors are encouraged to propose the use of as many environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Offeror's products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
13. Provide specifications for all tennis equipment and materials proposed for the County's services. Visual aids such as photos may be included with the equipment descriptions.
14. Describe the training to be provided to County staff. Include details of how the training will be provided (e.g., on-site classroom, on-line with instructor, on-line

self-paced). Provide examples of similar training plans utilized on other projects.

I. FEES PROPOSAL

Offeror shall provide a detailed cost proposal in accordance with the requirements stated in the Scope of Work for providing Tennis Program Management Services.

The Offeror's fee proposal shall include projected revenue, operating expenses, fixed expenses and a range fee structure taking into consideration seasonal and geographical locations applicable to the Tennis Management Services required.

Submit one hard copy original and one duplicate hard copy of the Cost Schedule in a separate envelope labeled 'Cost Schedule' with the Offeror's name clearly marked on the outside of the package. Include Offeror's Cost Schedule with the original hard copy of the offer response. Do Not include a copy of the Cost Schedule in the duplicate hard copy.

[Remainder of page intentionally left blank]

END EXHIBIT 2



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[LICENSEE NAME]
(LICENSEE)**

AGREEMENT FOR [TITLE]

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 [**COMPANY NAME**], a [corporation/company/limited liability corporation], (“**LICENSEE**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. COUNTY and LICENSEE are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, COUNTY owns <EXAMPLE: and operates the Premier Sports Complex (Complex) located at 5895 Post Blvd., Lakewood Ranch, FL 34211, which includes a Concessions Building>; and

WHEREAS, LICENSEE wishes to rent _____ located at <Address> and to sell <EXAMPLE; food and beverages during events held at the Complex; and

WHEREAS, COUNTY agrees to rent <LOCATION/FACILITY> to LICENSEE and allow the company to sell <TYPE OF GOODS OR SERVICES TO BE SOLD>.

WHEREAS, this Agreement is a result of LICENSEE’S submission of a proposal in response to Request for Proposal No. [number] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and LICENSEE, 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

LICENSEE shall conduct its concession operations in accordance with the requirements in Exhibit A, Scope of Services.

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 Compensation Schedule

Exhibit C Affidavit of No Conflict

Exhibit D Insurance and Bond Requirements

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following definitions:

- A. Capital Improvements: Those renovation or construction activities to the Complex to be accomplished by the LICENSEE and/or its subcontractors, as set forth in Article 11 of this Agreement.
- B. : Refers to all land and buildings at owned by COUNTY which is located at .
- C. Building: Refers to the Building at for use by LICENSEE for the sale of . The Building contains approximately square feet of space.
- D. Contract Manager: Duly authorized representative of the <Department/Division> serving as Manatee County primary contact in regard to the administration of this Agreement.
- E. General Manager: LICENSEE's full time staff person who oversees the operations at the .
- F. Gross Receipts: All monies paid or payable to or consideration of determinable value received by LICENSEE for sales made, transactions had, or for services rendered from all sources in the operation of this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by LICENSEE to a taxing authority and sales refunds may be excluded therefrom.
- G. Monthly Compensation Report: LICENSEE's report to the COUNTY that includes the total Automatic Clearinghouse (ACH) wire amount, the underlying compensation amounts which comprise it, the ACH conformation number and the settlement date.
- H. Subcontractor: A person or entity who has a direct contract with LICENSEE to perform work or provide services related to this Agreement. The term "Subcontractor" is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

ARTICLE 2. PURPOSE OF LICENSE AGREEMENT

2.1 <To enhance and promote Manatee County as a unique community and provide for the enjoyment of the use of the <FACILITY> by its patrons>, COUNTY hereby grants unto LICENSEE the right and privilege to provide concessions services at <location/facility> (hereinafter referred to as in accordance with the terms, conditions and limitations of this Agreement.

2.2 This Agreement and the rights and privileges granted to LICENSEE hereunder for concessions operations at <name of facility/location> includes the sale of <type of goods/services>.

2.3 Except as specifically provided for herein with respect to LICENSEE'S use of the <name of facility/location> under this Agreement, COUNTY shall, at all times, continue to retain and have the unqualified right to make any and all reasonable determinations concerning or relating to the <name of facility/location>.

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date"). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 10, but not to exceed [number years].

B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods not to exceed a total of [number] years.

ARTICLE 4. AUTHORIZED USES

3.1 The <name of facility/location> shall be used LICENSEE only for the purpose of and for no other purposes without the express written consent of COUNTY.

3.2 The offering of products, services or advertising shall be evaluated by COUNTY for their appropriateness.

a. LICENSEE acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. LICENSEE shall, with reasonable notice, permit COUNTY to conduct such activities at the <name of facility/location>. A representative of the LICENSEE shall be available for consultation if requested. At least 24-hour advance notice will be provided by COUNTY to LICENSEE whenever possible.

b. Notwithstanding the forgoing, authorized COUNTY employees, representatives, contractors or agents reserve the right to inspect the <name of facility/location> and/or LICENSEE'S operations at any time with or without prior notice, at all times, for any COUNTY business reason.

ARTICLE 5. COMPENSATION

4.1 As compensation to the County, LICENSEE shall pay as rent to the COUNTY in the amount of . Payment shall occur in monthly installments in advance, and must be received by the COUNTY no later than the fifth (5th) business day of the month (the Due Date), with penalties for non-payment of per day accruing for each day thereafter.

By the 10th business day of each month, LICENSEE shall pay to COUNTY percentage rent (Percentage Rent) based on Gross Receipts of LICENSEE'S operations during the immediate previous month. Unless otherwise specified in writing to the contrary, LICENSEE shall pay COUNTY Percentage Rent equal to Percent (%) of all Gross Receipts. LICENSEE shall deliver, with its payment to the COUNTY a statement of Gross Receipts and supporting documentation that confirms the total Gross Receipts.

4.2 In addition to applicable sales tax, LICENSEE shall be solely responsible for any ad valorem, rental or similar taxes levied upon LICENSEE'S equipment or activities arising from this Agreement. LICENSEE shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. Upon COUNTY'S request, LICENSEE shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.

4.3 In the event LICENSEE fails to pay COUNTY any Percentage Rent due under the provisions of this Agreement, interest at one and one half percent (1.5 %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude COUNTY from terminating this Agreement for default, or pursue any other remedies as provided herein or by law. COUNTY'S acceptance of late payment of any fees shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by LICENSEE in the payment of any fees on the date the same shall be due and payable.

ARTICLE 6. COMPENSATION PAYMENTS

LICENSEE shall remit monthly Compensation payments in the form of an Automatic Clearinghouse (ACH) remittance to the bank account of the Board of County Commissioners of Manatee County, Florida (preferred method), or by company check, on or before the due dates specified in Article 4, COMPENSATION. LICENSEE shall provide the Monthly Compensation Report to COUNTY by mail or Email to the COUNTY representative or designee specified in Article 20, NOTICES.

ARTICLE 7. CASH HANDLING REQUIREMENTS

7.1 LICENSEE shall provide, operate and maintain point of sale reservations and tee time computer systems to record all transactions. Daily Point of Sale (POS) system transactions shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the POS system is the responsibility of LICENSEE. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.

7.2 All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. LICENSEE shall provide sales receipts to customers for all goods and services sold. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

7.3 Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.

7.4 All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices provided by LICENSEE.

ARTICLE 8. MAINTENANCE OF RECORDS; REPORTS, AUDITS; LICENSES

8.1 LICENSEE shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to ensure proper accounting of funds and compliance with the provisions of this Agreement. LICENSEE shall maintain record of all monies collected by LICENSEE in its operations under this Agreement.

8.2 LICENSEE shall provide a monthly statement of income and Gross Receipts, in a form acceptable to the COUNTY. The report shall be applicable to the month for which payment is being made. This report shall be signed by the Treasurer, President or CEO of LICENSEE certifying to the accuracy of the report and gross receipts.

8.3 LICENSEE shall, at its own expense, obtain an annual audit of its financial statements, including an annual balance sheet and profit and loss statement, related to its management of COUNTY courses under this Agreement. As a part of this audit, an independent accountant shall attest to the accuracy of reports and gross receipts per month arising from LICENSEE'S operations. Audit report shall be submitted to the COUNTY by _____ of each calendar year during the term and within ninety (90) calendar days of the termination of this Agreement. For purposes of this paragraph, the term "audit" shall have the same meaning as that given to it in the Generally Accepted Auditing Standards promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants.

8.4 LICENSEE 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 CONTRACTOR'S revenues. 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 CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR 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.

8.5 LICENSEE shall obtain any licenses required for its operations 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 LICENSEE. LICENSEE 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 9. BUILDINGS. STRUCTURES. EQUIPMENT: MAINTENANCE AND IMPROVEMENTS

9.1 LICENSEE shall take responsibility for the <name of facility/location> in an as-is condition.

9.2 LICENSEE represents that prior to signing this Agreement, it has inspected ,name of facility/location> including any utilities, fixtures and equipment (County Property) thereon and confirms it is fully familiar with the condition of the County Property and accepts same "as is" for the purposes of performing under this Agreement. Further, LICENSEE shall protect County Property through its exercise of continual maintenance and security.

9.3 Except for the equipment and assets listed in Exhibit , Fixed Assets Listing, which shall be updated annually and is the official Manatee County inventory listing maintained by the office of the Clerk of Circuit Court, LICENSEE shall provide all equipment required to perform under this Agreement. LICENSEE shall bear the cost of all charges and expenses related to any and all maintenance of County Property and LICENSEE equipment and improvements as shall be necessary for LICENSEE'S performance of this Agreement. LICENSEE understands and agrees that County Property is not to be removed from the name of facility/location.

9.4 LICENSEE agrees that the assets listed in Exhibit , Fixed Assets Listing, constitute the entire group of COUNTY equipment and assets over which it has been given custody and control by virtue of the Agreement. LICENSEE further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than \$. When COUNTY equipment is past its useful life, it will be returned to the COUNTY for disposal. Notwithstanding the foregoing, LICENSEE shall notify the COUNTY of any lost or stolen property. In turn, COUNTY shall provide LICENSEE a minimum of thirty (30) days advanced notice in which to locate any lost or stolen item prior to being required to replace or reimburse the lost or stolen item(s).

9.6 So long as this Agreement shall be in effect, LICENSEE shall, except as otherwise

provided herein, maintain the _____ in good order and repair with no signs of visual or structural damage. Further, LICENSEE shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or mechanical damage.

9.7 All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other codes.

9.8 All maintenance, service, and inspections of equipment and facilities shall be completed by trained personnel and in compliance with manufacturer guidelines and state and local laws, as applicable.

9.9 LICENSEE will maintain records of all equipment and facility maintenance and inspections completed. These records, along with all third-party maintenance contracts, will be made available to COUNTY upon request.

9.10 COUNTY's obligation to provide structural repairs is limited to providing Americans for Disabilities Act compliance for the buildings, or for the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical systems within such foundation, walls and roof.

ARTICLE 11. LICENSEE'S PRODUCTS, OPERATIONS AND SERVICES

11.1 LICENSEE shall operate at _____ in compliance with the terms and conditions of this Agreement. LICENSEE shall offer high quality, competitively priced products. The sale of tobacco products and alcoholic beverages is strictly prohibited.

11.2 LICENSEE shall arrange for all procurement of all supplies, equipment, and services as deemed necessary and normal in the ordinary course of its operations at _____.

11.3 LICENSEE shall furnish and maintain, at its sole cost, all equipment, fixtures, and furnishings necessary to conduct the business permitted hereunder. At the termination or expiration of this Agreement, LICENSEE shall own such equipment, furnishings and fixture and remove the equipment, furnishings and fixtures within 30 days of termination.

11.4 LICENSEE shall not use the Manatee County name or logos for marketing and promoting its products.

11.5 LICENSEE shall provide COUNTY with a list of any changes in the products or services it offers or the maximum price that will be charged for each product or service. LICENSEE acknowledges that COUNTY shall be entitled to set price ceilings on products and services LICENSEE sells at _____. Any such product/service or pricing changes must be approved by the Contract Manager in writing.

11.6 LICENSEE shall not sell any products that, in the opinion of COUNTY, pose a safety or

health hazard or are inappropriate for sale or display in a publicly owned property and/or facility.

11.7 HOURS OF OPERATIONS:

11.9 DISCOUNTED PRODUCTS: LICENSEE shall not extend credit, free products or services, or any discount to any COUNTY employee or official not available to the general public.

11.12 LICENSEE shall provide signage as approved by COUNTY advertising its concessions operations.

11.13 LICENSEE shall not rent out or otherwise allow the <name of facility/location> to be occupied by or under the control of any third-party person, group or entity, without express prior written approval of COUNTY.

11.14 LICENSEE shall utilize the US Department of Homeland Security's e-Verify system to confirm the employment eligibility of all persons employed, subcontracted or otherwise assigned to perform work by LICENSEE pursuant to this Agreement. Such individuals shall remain eligible for the duration, of the Agreement, including any extensions thereof.

11.15 LICENSEE'S General Manager will be physically available during reasonable operating hours. The General Manager shall be responsible for ensuring satisfactory performance, monitoring operations and, within twenty-four hours, report any issues to Contract Manager.

11.16 LICENSEE shall provide, supervise and train competent personnel skilled in its operations. LICENSEE shall ensure all personnel are properly supervised at all times. Furthermore, LICENSEE shall conduct staff training to include customer service training.

11.17 LICENSEE shall not conduct any business or activity on the licensed premises, which is not authorized by this Agreement. It is expressly understood and agreed that LICENSEE'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Property. LICENSEE agrees that a determination by COUNTY will be accepted as final in evaluating LICENSEE'S activities that unreasonably infringe on the rights of others and that LICENSEE will fully comply with any such decisions.

ARTICLE 12. ENVIRONMENTAL RESPONSIBILITY

12.1 LAND RESOURCES. LICENSEE shall at all times comply with all laws, rules, policies or standards concerning the environment or protection of natural resources with respect to LICENSEE'S operations. LICENSEE shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management, and environmental monitoring of chemicals, pesticides and fuel.

12.2 GREEN PURCHASING: COUNTY encourages the implementation of environmentally sustainable measures, such as recycling, as well as buying and utilizing 'green' products. Whenever possible for all aspects of the operation, LICENSEE must incorporate such measures into its operations to support environmental sustainability.

ARTICLE 13. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to LICENSEE, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include failure to operate in a manner that complies with the specifications herein or that fail to meet COUNTY'S performance standards;
2. Prior to termination for default, COUNTY shall provide adequate written notice to LICENSEE, affording LICENSEE 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 LICENSEE in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. LICENSEE shall be liable for any damage to COUNTY resulting from LICENSEE'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, LICENSEE shall be liable for any damage to COUNTY resulting from LICENSEE'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, LICENSEE 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, LICENSEE shall:
 - a. Stop operations on the date and to the extent specified; and
 - b. Terminate and settle all orders and subcontracts relating to the operations;

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide LICENSEE 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, LICENSEE shall provide payment to COUNTY. in which it is entitled. for revenues generated under this Agreement prior to termination, plus any costs, expenses or damages due to the failure of the LICENSEE to properly perform pursuant to this Agreement.

ARTICLE 17. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, LICENSEE shall cooperate with COUNTY to assist with the orderly transfer of the services provided by LICENSEE to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require LICENSEE to perform and, if so required, LICENSEE shall perform, certain transition services necessary to shift the services of LICENSEE 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;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 18. 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 LICENSEE, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to LICENSEE of any amount that is determined to be owed by the COUNTY.

LICENSEE 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 19. PUBLIC RECORDS

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

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

**Mail or hand delivery:
Manatee County
Attn: Records Manager
1112 Manatee Avenue West
Bradenton FL 34205**

ARTICLE 20. 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 for 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 judgments 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 21. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 22. INSURANCE

- A. LICENSEE 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** , 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** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by LICENSEE and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 23. LEGAL SERVICES

If notified in writing by the Office of the County Attorney, LICENSEE 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 . The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- E. LICENSEE'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. LICENSEE 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 24. COMPLIANCE WITH LAWS

LICENSEE'S operations pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. LICENSEE shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 25. SOLICITATION OF AGREEMENT

LICENSEE warrants that it has not employed or retained any company or person other than a bona fide employee working solely for LICENSEE 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 LICENSEE, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For

breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 26. NON-DISCRIMINATION

LICENSEE 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 27. ASSIGNMENT AND SUBCONTRACTING

LICENSEE 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 LICENSEE asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, LICENSEE shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve LICENSEE 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 LICENSEE 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 LICENSEE, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 29. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

LICENSEE warrants that it has not employed or retained any company or person other than a bona fide employee working solely for LICENSEE 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 LICENSEE, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For

breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 30. NOTICES

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

To COUNTY: Manatee County Government,
 Department
 Attn:

 Bradenton, FL
 Phone: (941)

To LICENSEE:

 Attn:

 Phone: ()

ARTICLE 31. RELATIONSHIP OF PARTIES

The relationship of LICENSEE to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to LICENSEE or any of the officers, employees, personnel, agents, or sub-consultants of LICENSEE 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 LICENSEE in connection with the Agreement or for debts or claims accruing to such parties. LICENSEE shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 32. NO CONFLICT

By accepting award of this Agreement, LICENSEE, 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 33. ETHICAL CONSIDERATIONS

LICENSEE recognizes that in rendering the services pursuant to the provisions of this Agreement, LICENSEE is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition LICENSEE 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. LICENSEE shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 34. PUBLIC ENTITY CRIMES

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

ARTICLE 35. SEVERABILITY

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

ARTICLE 36. 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 37. 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, LICENSEE is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect LICENSEE's normal tax liability.

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

the payment of same under applicable law, including any sales taxes due on rent of COUNTY Property.

ARTICLE 38. 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 39. 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 40. 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 41. 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 42. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation,

partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 43. 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 44. TRADEMARKS, LOGOS, AND SYMBOLS

ARTICLE 46. RIGHTS TO OWNERSHIP, COPYRIGHTS AND PATENTS

ARTICLE 47. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

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

[COMPANY NAME]

By: _____

Print Name & Title of Above Signer

Date: _____

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

By: _____

Theresa Webb, M.A., CPPO, CPPB, CPSM,
C.P.M., Procurement Official.

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B
REVENUE SCHEDULE

SAMPLE

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF _____

COUNTY OF _____

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

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require LICENSEE 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 D
INSURANCE AND BOND REQUIREMENTS

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

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

<p>Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions</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>

(E&O) Liability Insurances	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
9. <input type="checkbox"/> Builder's Risk Insurance	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
10. <input type="checkbox"/> Cyber Liability Insurance	<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"> • \$ _____ Security Breach Liability • \$ _____ Security Breach Expense Each Occurrence • \$ _____ Security Breach Expense Aggregate • \$ _____ Replacement or Restoration of Electronic Data • \$ _____ Extortion Threats • \$ _____ Business Income and Extra Expense • \$ _____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)	<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"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> 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. <p><input type="checkbox"/> Disposal</p> <p>When applicable, LICENSEE 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"> 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. 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>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>LICENSEE 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"> Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the LICENSEE'S care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$10,000 Medical Expense, and • \$ _____ Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

<p align="center"><u>BOND REQUIREMENTS</u></p>	
<p>1. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

2. <input type="checkbox"/> Payment and Performance Bond	<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>
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Approved: _____ Date: _____

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the LICENSEE, his agents, representatives, and employees; products and completed operations of the LICENSEE; or automobiles owned, leased, hired or borrowed by the LICENSEE. 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 LICENSEE 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 LICENSEE'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 LICENSEE's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the LICENSEE for the COUNTY.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

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

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

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

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

V. LICENSEE understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the LICENSEE agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The LICENSEE further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The LICENSEE further agrees that in case the LICENSEE fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a LICENSEE, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the LICENSEE shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the LICENSEE of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the LICENSEE to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in LICENSEE being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

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

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

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the LICENSEE. Failure of the LICENSEE to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible LICENSEE or re-advertise this RFP.

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

[Remainder of page intentionally left blank]

LICENSEE'S INSURANCE STATEMENT

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

LICENSEE Name: _____ Date: _____

Authorized
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Surety Agency: _____

Surety Name: _____ Surety Phone: _____

Please return this completed and signed statement with your agreement.