

RFO No.  
19-R071779BLS  
SOUTHWEST DISTRICT MARKET  
ANALYSIS (911-58)  
JULY 22, 2019

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



**NOTICE TO OFFERORS**  
**REQUEST FOR OFFERS NUMBER 19-R071779BLS**  
**SOUTHWEST DISTRICT MARKET ANALYSIS**

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 a Southwest Market Analysis, 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 22, 2019 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:**

There is no Information Conference scheduled for this solicitation..

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Offers to the Manatee County Procurement Division by July 31, 2019 at 3:00 P.M. Questions and inquiries should be submitted via email to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or to the Designated Procurement Contact shown below.

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

**DESIGNATED PROCUREMENT CONTACT:** Bonnie Sietman, Senior Procurement Agent  
(941) 749-3046, Fax (941) 749-3034  
Email: [bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: \_\_\_\_

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**SECTION A**  
**INSTRUCTIONS TO OFFERORS**  
**RFO NUMBER 19-R071779BLS**

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 22, 2019 by 3:00 P.M. ET**. 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 submission.

**A.02 SUBMISSION OF OFFERS**

Offeror may submit its offer by either of the delivery method options below:

**A. OPTION ONE – By courier or hand delivery**

The contents of the Offer package, if submitted by courier or hand delivery, must include:

- Two (2) bound copy(s) identifying Offeror and marked “COPY” with all required information and identical to the Original; and
- One (1) electronic format “Original” copy(s) 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 Offer package with the following information clearly marked on the outside: **RFO 19-R071779BLS Southeast District Market Analysis and Offeror’s name** and deliver to Manatee County Procurement Division at the following address:

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

**B. OPTION TWO – Via EMail**

The contents of the Offer package, if submitted via EMail, must include:

- One (1) electronic format Original identifying Offeror and containing all information required.

Email 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. Submit the electronic Offer via Email with the following information in the Email ‘Subject Line’: **RFO 19-R071779BLS Southeast District Market Analysis and Offeror’s name**. Electronic package is to be delivered to the Designated Procurement Contact via email at [bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org) prior to the Due Date and Time.

**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:

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, no prospective Offerors, or their agents, representatives or persons acting at the request of such Offerors, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. 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).

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, 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.
- 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.
- 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.
- 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.

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

#### **A.24 TRADE SECRETS**

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

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

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

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

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

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

Offeror will 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.

#### **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 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 RFO.

**A.29 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process.

Scheduled Item	Scheduled Date
No Information Conference is scheduled for this solicitation	N/A
Question and Clarification Deadline	July 31, 2019, by 3:00 P.M.
Final Addendum Posted	August 2, 2019
Offer Response Due Date and Time	August 22, 2019, by 3:00 P.M.
Technical Evaluation	September 9, 2019 1:30-3:00
Interview/Presentation, if conducted	September 9, 2019 3:30-4:30
Interviews/Presentations, if conducted	September 11, 2019 1:30-4:30 P
Final Evaluations	September 12, 2019 1:00-3:00
Projected Award	October 2019

**END SECTION A**

**SECTION B  
EVALUATION OF OFFERS  
RFO NUMBER 19-R071779BLS**

**B.01 EVALUATION**

Evaluation of Offers 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 Offerors that are deemed by the County as having a reasonable probability of being selected for award will be invited to meet with the County. The interviews, presentations and/or demonstrations are closed to the public.

**B.02 EVALUATION CRITERIA**

The following evaluation criteria have been established for this RFO.

<b>Criteria</b>	<b>Maximum Weight</b>
Approach	35%
Offeror & Team's Experience	25%
Capacity	15%
Fee Proposal	15%
Inteviews	10%

**END SECTION B**

**SECTION C**  
**NEGOTIATION OF THE AGREEMENT**  
**RFO NUMBER 19-R071779 BLS**

**C.01 GENERAL**

- a. The Offer will serve as a basis for any negotiations.
- 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 by Offeror and submitted to the County during the solicitation process become the property of Manatee County.

**C.02 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. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

**C.03 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.

**C.04 AGREEMENT**

The selected Offeror(s) will be required to enter into an agreement in the form of and with the terms and conditions contained in Exhibit 3, Sample Agreement, attached hereto. The agreement may or may not include all elements of this RFO or the successful Offeror's Offer where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

The term of the Agreement shall be until completion of all work and deliverables, not to exceed nine months after execution of the Agreement.

**C.05 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 as provided for in the Manatee County Procurement Code.

**END SECTION C**

**ATTACHMENT A  
ACKNOWLEDGMENT OF ADDENDA  
RFO NUMBER 19-R071779BLS**

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 19-R071779BLS**

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 19-R071779BLS**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_ My commission expires \_\_\_\_\_ . \_\_\_\_\_ Notary  
Public Signature

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

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

**ATTACHMENT D**  
**INSURANCE AND BOND REQUIREMENTS**  
**RFO NO. 19-R71779BLS**

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).**

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

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

<p>9. <input type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$_____ Security Breach Liability</li> <li>• \$_____ Security Breach Expense Each Occurrence</li> <li>• \$_____ Security Breach Expense Aggregate</li> <li>• \$_____ Replacement or Restoration of Electronic Data</li> <li>• \$_____ Extortion Threats</li> <li>• \$_____ Business Income and Extra Expense</li> <li>• \$_____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p>

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

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

**BOND REQUIREMENTS**

**18. ☐ Bid Bond**

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.

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.

NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

**19. ☐ Payment and  
Performance Bond**

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.

NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.



## **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 19-R071779BLS

**1.01 BACKGROUND INFORMATION**

Nestled on Florida's Gulf Coast between the activity and success in Sarasota to the south and St. Petersburg and Tampa to the north, the Southwest District in Manatee County has an opportunity to capitalize on the current market trends for more urban living tied to recreation, cultural and retail amenities and job opportunities. The area is poised for redevelopment as it is home to a growing university and college system, sports interests, miles of coastal shoreline and a relaxed living environment coupled with strong business growth and underutilized land.

Manatee County has been laying the foundation to transform the Southwest District and its six urban corridors into a vibrant transit-oriented, mixed use and walkable urban area connected to strong and resilient neighborhoods. In fact, the Board of County Commissioners approved a Strategic Plan (hereinafter referenced to as "The Plan") for the Southwest District in January 2019. The Plan was the result of work that began in 2014 with the creation of a 36-square mile redevelopment area and tax increment financing district. The Plan sets out a strategic framework for how to approach the redevelopment of the District in a way that creates value and improves the economic environment over time meeting County and community goals.

The five goals established to achieve the 30-year vision are:

- (1) Build the tax base;
- (2) Attract private investment;
- (3) Grow quality jobs;
- (4) Increase connectivity and infrastructure capacity; and
- (5) Create a Southwest District brand and place.

In order to accomplish these goals, a thorough understanding of the existing and future residential, office and retail markets, and targeted industry sectors from the market analysis under the Agreement is needed to successfully implement the revitalization of the District.

The market analysis will be used by the County as a guide for establishing policies, refining short and long-term strategies, creating incentive tools to encourage new private sector development, directing capital investment, and funding projects and programs.

**1.02 OVERVIEW OF MANATEE COUNTY**

Located on Florida's west coast, Manatee County is located in the center of the Tampa Bay region allowing for an easy commute to support a regional workforce. The county's employment is heavily centered on healthcare, government and retail. There is plenty to do, and the area is strategically positioned to provide a smaller city lifestyle. The sunny, waterfront environment supports an active lifestyle supported by urban amenities and infrastructure.

Manatee County boasts a vibrant economy, with a population of nearly 378,000 and a workforce of almost 157,000. The largest industries are retail trade (25,623 workers), healthcare and social assistance (20,090 workers) and accommodation and food service (14,834 workers). In 2018, the County hosted over 3 million visitors with an economic impact of \$1.2 billion. The County provides a high-quality residential base; and is home to more than five-hundred

advanced manufacturing firms, along with information technology companies, professional and financial service industries; and a vibrant sports performance cluster.

Manatee County is Florida's 15<sup>th</sup> most populous county and is expected to grow 4.4% through 2020. There are 2.6 million people within a sixty-minute drive easily connected by I-75 and I-275. The area is served by Port Manatee, a large deep-water seaport; Sarasota-Bradenton International Airport and CSX railroad.

After the recession, the County embarked on a visioning process to determine how to focus policy decisions and capital investment to stimulate economic growth and revitalization. The County released the How Will We Grow? A Conversation with the Community (HWWG) report analyzing growth plans and the impact on infrastructure and service delivery in February 2013. To further evaluate growth alternatives and potential strategies for HWWG, the Urban Land Institute provided an in-depth look as part of an Advisory Panel. The resulting report from March 2013, Manatee County Economic Prosperity and Strategic Growth, formed the basis for creating the new redevelopment tax increment financing district. In October 2014, the Board of County Commissioners established the Southwest County Improvement District as a home-rule tax increment financing (TIF) district to provide funding for redevelopment.

The Southwest District (SWD) has many assets to promote potential redevelopment, including large tracts of land, 6 urban corridors, a thriving manufacturing sector and colleges and universities. In addition, the District is home to the Cross College Alliance, an innovative partnership including institutions of higher education that work together to provide education and training for the workforce.

Building the tax base will require a focus on collaboration with anchor institutions in the District along with a commitment to public-private partnerships to promote investment, enhance infrastructure development and foster the creation of quality jobs.

The County anticipates the cost for services described in this Scope not to exceed \$150,000.

### 1.03 SCOPE

The Successful Offeror (hereinafter in the Scope referred to as Consultant) shall provide all labor, travel, materials, supplies and other requirements to provide a market analysis of the Manatee County Southwest District. All work and deliverables shall be completed within nine months after execution of the Agreement

Consultant shall develop a Market Analysis of the Southwest District (SWD) that will provide the County and key stakeholders the information and direction needed to focus existing and future redevelopment efforts to realize the full potential of the District.

In summary, Consultant's market analysis shall provide the County with a full picture of the existing economic base, including an understanding of the market potential for future redevelopment within the Southwest District to include residential (market rate and affordable rental and homeownership); hotel; office; advanced manufacturing, warehouse and distribution, sports performance and other targeted sectors; mixed-use; and market-driven recommendations to encourage the future market potential.

#### 1.04 GENERAL REQUIREMENTS

The Scope of Consultant's Services for the Southwest District Market Analysis shall cover a detailed analysis of the economic climate for urban residential, office, hotel, retail and job growth potential in targeted industry sectors; identification of a target market niche and ways to capitalize on evolving market conditions; a location analysis to determine which locations offer the best opportunity for mixed-use projects; and recommendations for ways to generate market excitement, spur private investment and identify public-private partnership potential.

As applicable, the market analysis report shall include a broad overview of the market area, evaluating residential, retail, hotel and office and the potential for mixed-use projects. This should include an overview of existing supply/market conditions and provide context for future uses, likely product types/densities, as well as demand. This high-level market assessment will establish a base of information designed to identify the overall supply/demand characteristics that will govern the market-driven opportunities for residential, office, hotel and retail for the area. A secondary analysis on the opportunities for the growth in the types of jobs related to the county's targeted industry sectors is also desired.

Consultant's tasks shall include, but are not limited to the following:

##### **A. Task 1: Document and Analyze Existing Conditions**

- i. Review the demographic analysis of the SWD completed by staff and compare/contrast to the local and regional market areas. Analyze population and household growth, households by income and age, owner vs. renter propensity, retail expenditures, ratio of population to commercial and retail space, and other variables that will ultimately help to indicate the depth of the market for additional residential units and retail space and mixed-use potential in the Southwest District.
- ii. Compile other socio-economic and psychographic data on the district of spending patterns to include household trends and projections, income levels, purchasing power indicators, lifestyle characteristics and spending patterns and associated drive times to help attract unique commercial opportunities.

##### **B. Task 2: Identify Demand and Market Potential**

- i. Analyze the demand potential per land use (residential, office, hotel and retail) at a high level based on anticipated increases in primary demand sources, local real estate patterns, market conditions and trends, successful sale/lease-up/absorption of comparable product, market entry of major competition, and economic development efforts.
- ii. Identify potential for real estate markets with a specific focus on the viability of different types of density.
- iii. Determine the level of future competition in the local area to include feedback from key property owners, local government officials, and the real estate community.
- iv. Identify the growth potential/demand within our targeted industry sectors such as sports performance or industrial-related areas that could be pursued for job growth.

**C. Task 3: Identify Opportunity Nodes**

- i. Select three nodes along the urban corridors with input from staff that are highly likely development areas to provide more in-depth review and include development projections for redevelopment efforts.
- ii. Provide a likely development program that has a 5 to 10-year development potential. This will include the magnitude of market support by land use expressed in units, pricing, market audience profiles, and general competitive positioning.
- iii. Comment on critical success factors identified from observations in the market as well as experience with similar properties and developments.
- iv. For longer-term opportunities, outline necessary steps to facilitate their ability to materialize.
- v. Conduct an analysis to better understand the finished land values for each of the proposed uses and to evaluate the potential of additional tax increment.

**D. Task 4: Recommendations**

At the conclusion of the study and analysis report, Consultant shall provide recommendations as follows:

- i. Outline the economic development rationale for why the redevelopment of these nodes should be a priority for the overall market and economic health of the County and the District.
- ii. Identify potential strategies (including overall policies and incentives) to attract residential, office, hotel, and other mixed-uses.

**End of Exhibit 1**

**EXHIBIT 2**  
**OFFER RESPONSE REQUIREMENTS**  
**RFO NUMBER 19-R071779BLS**

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.** The contents of the Offer package, if submitted in hard copy, must include one bound original, one bound copy, and one electronic format copy. The contents of the Offer package, if submitted electronically, must include one electronic format original.

NOTE: Electronic submissions should be submitted on a USB drive or compact disc in Microsoft Office® or Adobe Acrobat® PDF format **in one file** that includes all required TAB sections shown below in a continuous file. Do not submit proposal in separate files for each TAB section. Do not password protect or otherwise encrypt electronic submissions. For more information regarding submission of offers, refer to the Request for Offers, Section A.02, Submission of Offers.

**B. 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.

**C. 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. The Offeror has provided market analyses to at least three governmental clients serving areas with a population of at least 150,000 in the last five years. Provide the following information for the three (3) qualifying clients.



- a) Name of client
- b) Address / Location (City / State)
- c) Client contact name
- d) Contact telephone number
- e) 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

3. 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.**

4. 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.**

5. 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.**

**D. TAB 3 – FORMS**

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

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

**E. TAB 4 - TRADE SECRETS**

Pursuant to Section A.24, Trade Secrets, in Tab 4 identify any trade secret being claimed.

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

- 1. Trade secret material must be segregated in a separate document, from the portions of the Offer that are not being declared as trade secret. NOTE: Trade secret requests made after the Due Date and Time are not allowed.

2. 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.
3. Offeror shall provide an additional hard copy and electronic copy of its proposal that redacts all designated trade secrets.

**F. 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. Include the following:
  - a. Address
  - b. City, State, Zip
  - c. Phone
  - d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Offeror's primary and secondary representatives during this RFO process to include the following information:
  - (a) Name
  - (b) Phone
  - (c) E-mail
  - (d) Mailing Address
  - (e) City, State, Zip
9. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the 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).

**G. TAB 6 – APPROACH**

In Tab 6, provide Offeror's project approach to include the following:

1. A narrative of Offeror's approach to the scope of work, project management and the provision of services.
2. Details of implementation plan and project schedule timeline for work specified.
3. A narrative that clearly demonstrate Offeror's ability and willingness to meet response/schedule times
4. Summarize any innovative or alternative techniques Offeror proposes for the provision of services and explain the advantages for the technique.
5. Describe any proposed alternative approach to those described in Exhibit 1, Scope of

Services. NOTE: An alternative approach to the Scope of Services will be considered if the alternative approach results in an analysis that meets the needs and goals of the County.

6. Describe Offeror's approach to conducting the redevelopment and corridor revitalization market analysis and the methodologies to be employed to achieve the required outcomes.
7. Describe potential special considerations and technical quality assurance procedures to be utilized to ensure the accuracy of data.
8. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
9. 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.
10. Describe any potential phasing and options for follow on work.

#### **H. TAB 7 – OFFEROR AND TEAM'S EXPERIENCE**

In Tab 7, 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 market analysis services, particularly for other government agencies in Florida with a population of at least 150,000.
3. Detail offer's experience in analyzing economic climate that includes urban residential, office, hotel, retail and job growth potential.
4. Provide summaries of at least five (5) similar projects including results achieved.
5. Identify and include information regarding experience and qualifications of Offeror's key staff (e.g., project lead, managers, supervisors) 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.
6. Include an organization chart of key project personnel for each major project task including project officers and the quality management team.
7. Identify any proposed sub-contractors proposed to accomplish portions of the work. Include the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to corrosion and odor control equipment, chemicals and/or services.
8. Describe any significant or unique accomplishments or recognition received by Offeror, its team members, or its subcontractors in previous similar services.

#### **I. TAB 8 - CAPACITY**

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

1. Specify the location(s), including the complete physical address, where the work for these services will be performed, including work performed by subcontractors, if applicable.
2. 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.

3. 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.
4. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each other.
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 perform.
6. 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.
7. 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.
8. 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.
9. Detail Offeror and any subcontractor's current workloads and any projected changes to the workload within the next six months.

**J. FEES PROPOSAL**

Offerors should use the Fees form on the following page for submitting its Fees. Fees must be submitted as all-inclusive to provide market analysis in accordance with the requirements set forth in this RFP.

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

**End of Exhibit 2**



**AGREEMENT No. [ENTER NUMBER]**

**[ENTER TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

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

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

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

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

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

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

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

### **ARTICLE 1. SCOPE OF SERVICES**

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

### **ARTICLE 2. EXHIBITS INCORPORATED**

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

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

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

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

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

### **ARTICLE 4. COMPENSATION**

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

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

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

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

#### **ARTICLE 6. RESPONSIBILITIES OF CONSULTANT**

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



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

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

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

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

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

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

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

#### **ARTICLE 9. WORK ASSIGNMENTS**

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

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

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

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

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

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

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

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

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

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

incurred by COUNTY in completing contract performance.

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

**B. TERMINATION WITHOUT CAUSE:**

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

**ARTICLE 13. TRANSITION SERVICES UPON TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Phone: 941.742.5845**

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

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

**ARTICLE 19. INDEMNIFICATION**

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

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

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



## **ARTICLE 21. INSURANCE**

- A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit E**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

## **ARTICLE 22. LEGAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enter Name, Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 34. TAXES**

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

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

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

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

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

### **ARTICLE 36. GOVERNING LAW, JURISDICTION AND VENUE**

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

### **ARTICLE 37. ATTORNEY FEES**

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

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

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

## **ARTICLE 39. AMENDMENTS**

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

## **ARTICLE 40. SEVERABILITY**

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

## **ARTICLE 41. LEGAL REFERENCES**

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

## **ARTICLE 42. HEADINGS, CONSTRUCTION**

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

## **ARTICLE 43. TIME**

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

**ARTICLE 44. AUTHORITY TO EXECUTE**

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

[Remainder of page intentionally left blank]

SAMPLE

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

**CONSULTANT NAME**

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

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

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

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

**By: its Board of County Commissioners**

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

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

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

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



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

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

SAMPLE

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

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

SAMPLE

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

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

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

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

**PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:**

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

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

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

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

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

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

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

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

**CONSULTANT NAME, Consultant**

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

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

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

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

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

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

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

**EXHIBIT D**  
**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 "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

SAMPLE

20  
18

# SOUTHWEST DISTRICT STRATEGIC PLAN

*Manatee County's Five Year Plan for the Southwest District*

Gulf Of Mexico

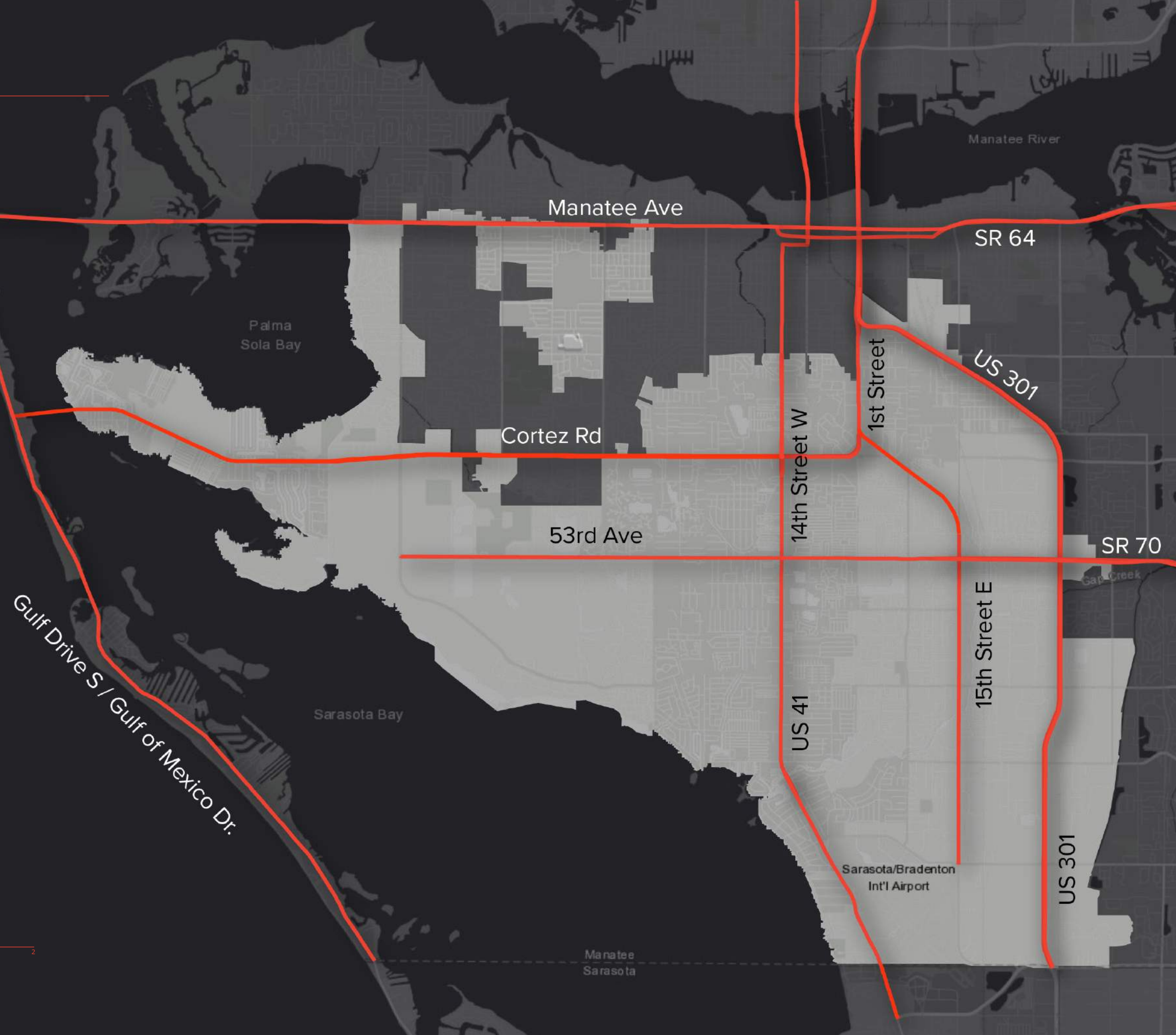
Manatee River

Palma  
Sola Bay

Sarasota Bay

Sarasota/Bradenton  
Int'l Airport

Manatee  
Sarasota



## SOUTHWEST **DISTRICT**

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DEPARTMENT OF REDEVELOPMENT AND ECONOMIC OPPORTUNITY

## EXECUTIVE SUMMARY

Geraldine Campos Lopez

# Redevelopment & Economic Opportunity

Since the late 1990s, Manatee County has experienced incredible growth in its suburban areas east of Interstate 75 while its older, urban area has experienced varying degrees of physical, social and economic decline and lack of investment. Recognizing the need to ensure that future growth is efficient and sustainable, a variety of studies and visioning exercises have been conducted over the years concluding that growth and investment must be directed to the urban areas where public utilities, transportation, jobs, services and community connections are already available rather than encourage additional sprawl.

This is the story with Manatee County's Southwest District (SWD). It has been in a slow, but steady decline in terms of property values, educational attainment, income levels and other key economic indicators in comparison to the overall county. The age of infrastructure and housing, crime and numbers of rental properties in established neighborhoods has also increased over the years. There is a need for a diversity of economic drivers to jump-start the revitalization of the area and turn the tide to attract private investment. Therefore, promoting redevelopment in our older, existing areas will be critical to the county's future success.

**Why Redevelopment?** Redevelopment accelerates economic growth, private investment, and area competitiveness. It increases the tax base and provides opportunity for new housing, office, retail and industrial product. Redevelopment serves as a catalyst to push and/or establish the market in an area. Because it makes use of existing infrastructure, transportation corridors and social networks, it's sustainable. It also serves to stimulate substantial private investment leveraging private dollars and providing a good return on public investment. Most importantly, it adds value and focuses change in areas that need it most. While the list of benefits is great, redevelopment must be approached with patience as it is hard work and it takes time.

**Our Approach.** The main vehicle established by Manatee County for redevelopment and attracting renewed investment in the SWD is the Southwest County Improvement District created in 2014 that introduced a larger tax increment financing district (TIF). Work was begun by the County to start improvements in the area as the TIF is in its infancy. Now that the TIF fund has gained strength, it is imperative to set out the strategic framework for how to approach redevelopment in such a large area (over 36 square miles) to meet County and community goals. As redevelopment is time-consuming,

difficult work—it's a marathon not a sprint, the overarching strategy for the SWD needs to revolve around where and how to create value that improves the economic environment in the SWD over time.

As our indicators will show, the need for improvement in the SWD far outweighs the resources available to address those issues. For this reason, adopting a measured and focused approach to the SWD redevelopment is critical to build the foundation for increased prosperity in the future. This means working on projects that produce a greater return on investment or in other words, a bigger “bang for the buck.” It is important to focus first on nodes and corridors with high potential to build on our assets and address challenges over time. This does not mean that improvements to neighborhoods and quality of life projects are not important, but that we first focus on projects that help build our potential for funding projects in the future. The market will have a huge influence on what types of and where development will occur but implementing policies that can permit and encourage catalytic developments will greatly benefit the district over time.

**Vision.** As with any strategic plan, having a clear vision of where the area wants to go is essential. Over the next 25 years (the lifespan of the TIF district), the Southwest District is envisioned to be a vibrant and livable collection of urban corridors, activity nodes and neighborhoods that are connected to and provide a diversity of housing options, quality jobs, educational and recreational opportunities. Guiding principles of urbanity, inclusivity, affordability, connectivity, sustainability, and innovation will guide the redevelopment of the District and address the desires of the community to be a place of choice, livability and economic opportunity and vitality.

**Goals.** To achieve this bold vision and build the type of community that attracts better employment opportunities, businesses, and a younger, more educated workforce and a place for them to live, we need to build the tax base, attract private investment, grow quality jobs, increase connectivity and infrastructure capacity, and create a SWD brand and place. A funding approach will be recommended for implementing strategies and aligning the budget with programs and projects. Each strategy will work to “move the needle” to improve the SWD's performance indicators.

**Organization of this Strategic Plan.** This Strategic Plan sets out the framework and overarching goals for attacking redevelopment in the SWD over the next five years. It sets out to answer the following questions: How did we get here? Where do we want to go? How do we get there and pay for it? How do we measure success? It establishes baseline data and information to measure the performance of activities in the SWD. As a companion to the Strategic Plan, an Action Plan Matrix will further identify goals, strategies, actions, funding and timeline. Given that many of these initiatives address economic conditions and market trends, the Action Plan Matrix and work program to be completed on a yearly basis will allow for flexibility and addressing key issues and projects as they arise. It is the intent of this plan that the goals will be revisited and either updated with additional ones added in the next five-year strategic plan cycle.

In summary, for redevelopment to take hold in the SWD and jump-start the economic engine, we need to stick to our strategy. Doing so will be a collaborative process with many stakeholders throughout the community assisting to implement projects and initiatives. Together, all will work in sync to redevelop the SWD as a place where residents can thrive in a vibrant, resilient community that is healthy, safe, and positively livable!



GERALDINE CAMPOS LOPEZ  
*Director, Redevelopment and Economic  
Opportunity*

CONTEXT  
AND BACKGROUND

How did we get here?

DEFINING THE ISSUE

Manatee County was hard hit by the Great Recession, and the older, urban southwest area particularly so. A combination of aging homes, businesses, and infrastructure has caused the area to lag the county overall. Compared to the county, property values decreased and unemployment rates increased dramatically. Significant portions of the district households are living below poverty and are cost-burdened – paying over 30% of household income towards housing.

The County recognized action was needed and embarked on a regional visioning process to determine how to focus policy decisions and capital investments that stimulate economic growth and revitalization. The County released the *How Will We Grow? A Conversation with the Community (HWWG)* report analyzing alternative growth plans and their impact on infrastructure and service delivery in February of 2013.

To further evaluate the growth alternatives and potential implementation strategies for *HWWG*, the Urban Land Institute (ULI) was invited to take an in-depth look as part of an Advisory Services Panel. The resulting panel report from March 2013, *Manatee County Economic Prosperity and Strategic Growth*, formed the basis for creating the new southwest redevelopment tax increment financing district.

These reports challenged the County to step back and look at land use and growth policies to meet the changing needs and expectations of the county's citizens. As a result of *HWWG* and the ULI Report, work sessions with the Board, and public input, in June 2013, the Board of County Commissioners provided direction for guiding the future growth for Manatee County.

Specifically, the direction called for refocusing the County's Comprehensive Plan and Land Development Code to achieve denser growth and infill to derive the most impact from current and future infrastructure investments in the county's southwest quadrant. In addition, it called for concentrating efforts on those urbanized areas requiring immediate investment to stabilize values and stimulate private property investments.

2014  
BASELINE CONDITIONS

Indicator (2014)	Southwest District	Manatee County
Population	93,833	338,686
Median Income	\$35,001	\$46,879
Median Home Value	\$107,673	\$175,100
Poverty	17%	12%
Unemployment	11%	7%
Owner Occupied Housing	57%	68%
Renter Occupied Housing	43%	32%
High School Degree	34%	32%
Bachelor's Degree	10%	16%
Graduate Degree	6%	10%

(Source: ESRI Community Analyst)

Adopting the ULI Panel's recommendation to "Make no little plans...", the County Commission acted to approve a tax increment financing district to spur redevelopment, streamline the land development code, create a new department to focus on redevelopment and revitalization of urban areas of the county, create greater economic opportunities for housing, community and economic development projects and programs, and facilitate the transition to a vibrant, strong and resilient urban community.

DEMOGRAPHICS and SOCIAL CONDITIONS

The southwest quadrant of the county encompasses a large portion of Manatee County, stretching from the mainland west coast eastward to US 301 and some areas beyond, and from the City of Bradenton's southern boundary to the Manatee - Sarasota County line.

It has an area of 36 square miles, and an approximate 71-mile perimeter, including 19 miles of coastal shoreline. The area represents approximately a quarter of the entire county in terms of population, number of households and families. It also represents over one third of the county's renter-occupied housing units.

The district incorporates much of urban Manatee County that developed around the Tamiami Trail, and residential growth to meet growing populations of WWII returning veterans, retirees, winter visitors. The workforce was attracted by an expanding manufacturing, services, construction and healthcare economy, not to mention the local climate, lifestyle, natural amenities and communities such as Samoset, Bayshore Gardens, Whitfield-Ballentine and bustling commercial nodes.

The area was impacted when the major north-south corridor – 14th St W / Tamiami Trail was replaced by the construction of I-75 through Manatee County in 1981. Businesses dependent on passing motorists, such as service stations, lodging and retail and their employees in many cases have since fared poorly, leaving distressed, abandoned or vacant properties.

There are now six major urban corridors including 3 state highways, and a well-defined street network with numerous infill opportunities. Tamiami Trail has opportunities along with other corridors to achieve new and diversified investment in mixed-use, affordable/ workforce housing, public open space or amenity

components or parking. It is anchored by SRQ International Airport, the several surrounding institutions of higher learning, as well as aerospace, aviation, defense and technology sectors creating an innovation gateway to Manatee County.

Manatee Avenue and Cortez Road are retail, dining, entertainment corridors and provide gateways to waterfront, tourism destinations such as historic Cortez Village, the islands and beach resorts. 53rd Avenue West provides access to IMG Academies – an important sports hub- and recently expanded for better east-west mobility. Advanced manufacturing serves as a major employment center concentrated along 15th Street East- the site of a proposed complete streets project, and US 301 on the western district boundary.

During the recession and through 2014, this area of the county underperformed the county in demographic and economic indicators. Income levels were lower than the rest of the county on average. The per capita, median household and average household income average about 25% less in this area, in comparison to the overall county average. For example, in 2014, our baseline year, the SWD annual median income was almost \$12,000 below the county. The median home value was \$67,000 less than the county, and renter-occupied housing was higher. Similarly, poverty and unemployment rates were both significantly higher in the SWD.

While conditions have improved in the SWD since the recession, there persists indicators of distress and disparity. For example, at present, 18.7% of SWD households have an income below poverty compared with 12.3% for the County. Also, 24% of SWD households pay 30% or more in gross monthly rental compared with 16% of county.

As part of the analysis for the SWD, a **SWOT** analysis was conducted to highlight the area’s **strengths, weaknesses, opportunities** and **threats**.

**ACTIONS FOR CHANGE**

Given the growth, infrastructure, demographic and economic issues described above, Manatee County has made several bold moves to implement the recommendations of the HWWG report and ULI study to provide a mechanism for redevelopment and improved economic prosperity in the southwest quadrant of the county. The Manatee County Board of County Commissioners has embraced the need for better development tools by establishing the Southwest County Improvement District and tax increment financing, a new County department devoted to implementing redevelopment strategies, and changes to the land development process to facilitate redevelopment.

SWOT  
ANALYSIS

**Strengths**

- Important anchors—SRQ, USF, SCF, IMG Academies, Tropicana / Manufacturing District
- Transportation
  - Major Transportation Arteries—US41 Multi-Modal Emphasis Corridor, US301, University Parkway (Strategic Intermodal System (SIS) corridor); Scenic Highway designation
  - Grid road & utility network, sidewalks, 2-county bus transit, freight rail
- 6 Designated Urban Corridors with associated Land Development Code Incentives
- Amenities—19 miles of waterfront, gateway to islands and beaches
  - Employment center
  - Manufacturing cluster
  - Targeted industries
  - 35% of Manatee County’s employed population
- Retail Market Potential—55,000 households, drive-times, favorable vehicle traffic counts
- Land—redevelopment and infill

**Weaknesses**

- 44.9% of the housing units in the area are owner occupied; 32.6%, renter occupied; and 22.5% are vacant compared with 55.4%, 24.2% and 20.4% respectively for the County.
- Evacuation zoning
- Geographic concentrations of vulnerable populations (below poverty with less than high school education)
- Median household and per capita incomes, and average owner-occupied home values, are substantially lower than for the County
- Nuisance crime/trespass, vagrancy, solicitation, narcotics and gang presence
- Parks, public open space, and public waterfront access is deficient
- Seasonal populations/residency
- Small / irregular lot sizes
- Vacant and aging housing stock, businesses, and airport properties
- Older development engineering standards for stormwater

**Opportunities**

- Character districts such as Crosley, Whitfield Ballentine and Cortez Historic Districts, and University area
- Extensive Sarasota Bay and waterfront land and access
- Major Future Transportation Improvements—Complete Street Projects (15th ST E; US41 University Parkway to Whitfield Av); arterial improvements (44th Av, 53rd Av E, 63rd Av E), and new sidewalks (14th St W, Bayshore, and numerous other SWD locations)
- Major ongoing or approved developments such IMG Academies, Lake Flores, Peninsula Bay, Legends Bay and Long Bar Point will increase property values
- Opportunity Zone tax incentives provide new investment potential in four distinct SWD locations
- SWD is a major employment center for construction, manufacturing, transportation, wholesale / retail trade, and services and more than 3,800 businesses, 48,000 employees and 99,000 residents
- Market demand for student, workforce, senior and multifamily housing and services
- TIF District provides an ongoing stable funding mechanism through increasing property value
- Urban Corridor designations provide land re/development incentives

**Threats**

- Aging infrastructure
- Declining home ownership and affordable housing stock
- Natural disasters and sea level rise impacting property value, costs, and infrastructure
- Opposition to growth and density
- Potential for annexations
- Property and nuisance crime
- SRQ surrounding land use restrictions
- Traffic congestion / Mobility
- Workforce population and skills needed for increasing demand and outmigration of educated/ skilled population



### SOUTHWEST COUNTY IMPROVEMENT DISTRICT AND TAX INCREMENT FINANCING

In early 2014, the Board approved removing the County's two existing Community Redevelopment Agency areas (CRAs), regulated by State Statutes (Part III Chapter 163), and replaced them with the much larger and more comprehensive Southwest County Improvement District (SWTIF), now more commonly referred to as the Southwest District (SWD). The CRAs were never able to fully capitalize on their redevelopment authorities and create public-private partnerships at a scale sufficient to transform area conditions for true redevelopment. This was due to insufficient TIF revenue generation, and property constraints, coupled with the severe economic and property value decline that was experienced during the recession.

Ordinance No. 14-28 established the Southwest County Improvement District in October 2014 as a home rule tax increment financing (TIF) district to provide funding for a 30-year period to undertake, carry out or arrange for redevelopment and related activities. Home rule tax increment financing districts do not follow the rules for expenditure of funds as CRAs. The two existing CRAs were phased out, with the balance of the funds reserved for crime prevention, right-of-way clean-up, street-lighting, small park, recreation and street median maintenance in their respective former boundaries. This larger, more comprehensive area enables the County to retain revenue generated in the area to focus on redevelopment and other activities to attract investment.

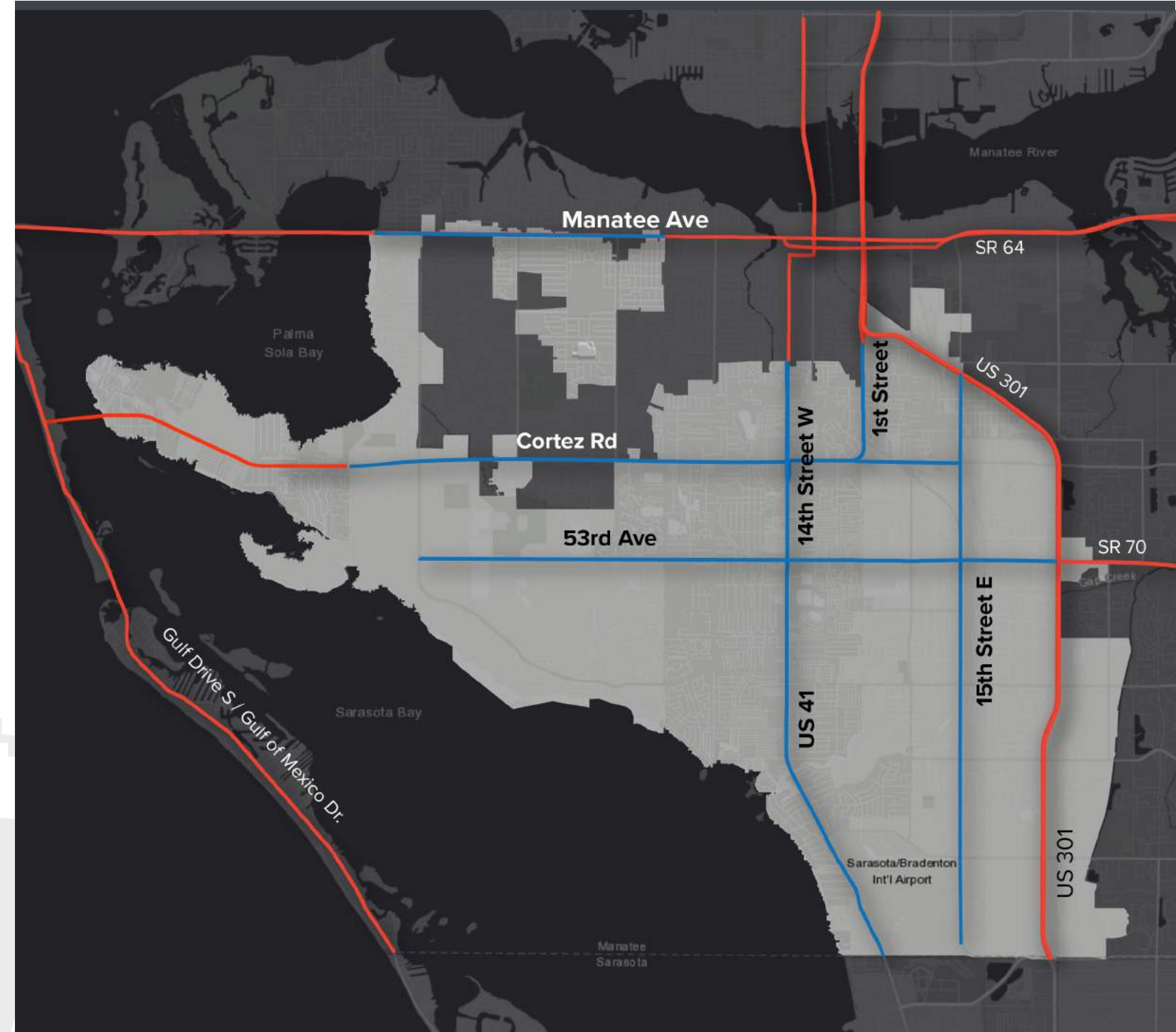
Since October 1, 2014, 50% of the increment generated has been made available to the District for redevelopment. The remainder (50%) of the tax increment for the area remains in the General Fund to support general government operations (public safety, parks, etc.) as will the base revenue present before the TIF effective date. It is projected that the TIF will continue to increase capturing the growth in value to improve the area. Redevelopment of properties and intensifying land uses is the key to generate more revenue to reinvest in infrastructure and other activities in the future.

### REDEVELOPMENT AND ECONOMIC OPPORTUNITY DEPARTMENT

The Redevelopment and Economic Opportunity Department (REO) was created in October 2016 to focus County efforts on the redevelopment and revitalization of the Southwest District and to create greater economic opportunities for housing, community and economic development projects and programs. Through its Economic Development and Community Development efforts, the department can utilize various programs and leverage funding opportunities for a place-based approach in the SWD. REO is charged with creating and implementing the Strategic Plan for the Southwest District.

### URBAN CORRIDORS

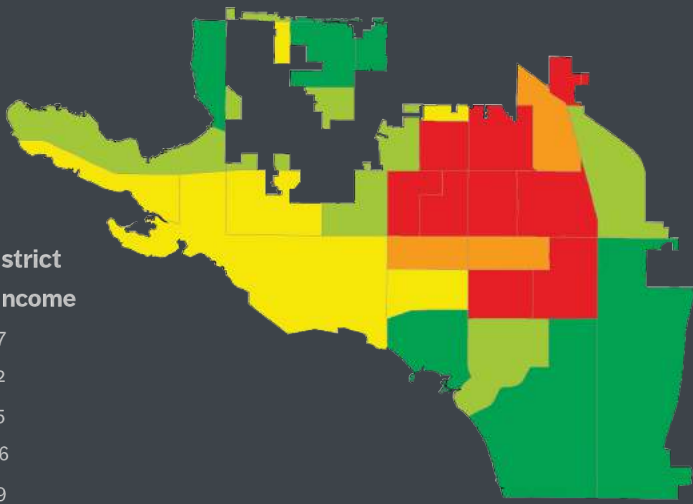
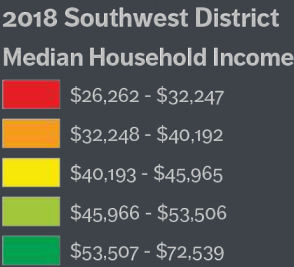
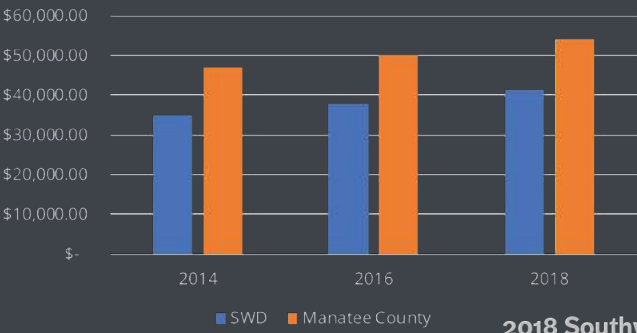
The County has also acted to incentivize new SWD investment along six designated urban corridors. In 2017, changes were adopted to the Land Development Code that provide options for increased density and intensity, by right, for projects that meet future land use, zoning and design requirements. In addition, height, density, and intensity incentives were made available for projects with mixed-use, affordable/workforce housing, public open space, amenity component, or parking garages.



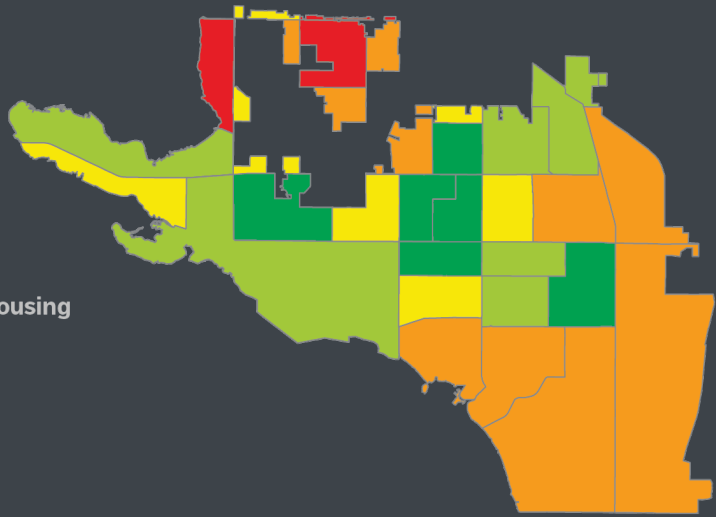
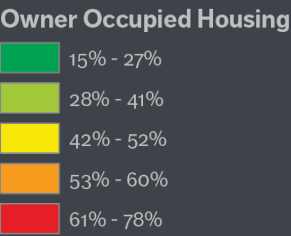
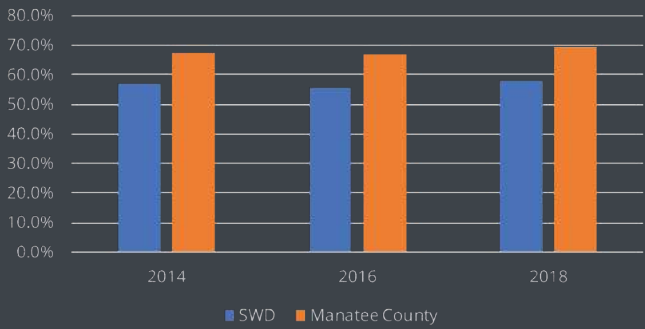
## URBAN CORRIDORS

Urban Corridors, indicated above in blue, present excellent opportunities to encourage more efficient land use and spur economic development, while creating a more walkable built environment. Presently, Urban Corridors are focused on 53rd Ave, Manatee Ave, 1st Street/14th Street W/U.S. 41, 15th Street East, and Cortez Road.

MEDIAN HOUSEHOLD INCOME



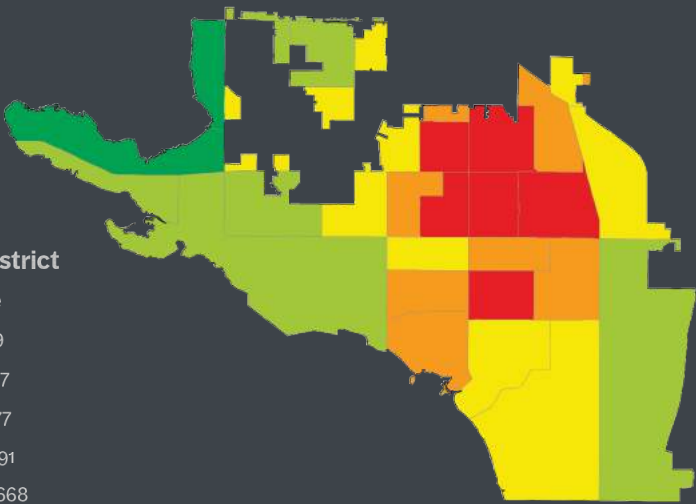
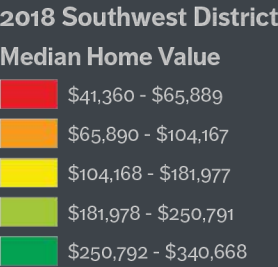
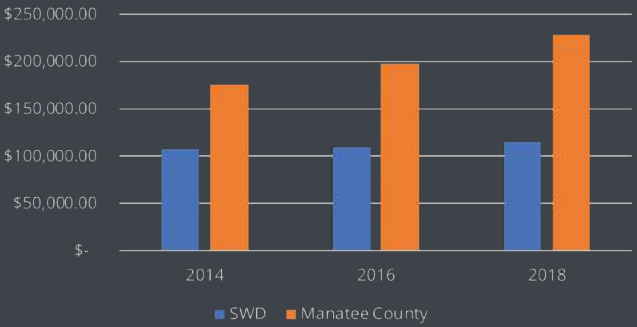
OWNER OCCUPIED HOUSING



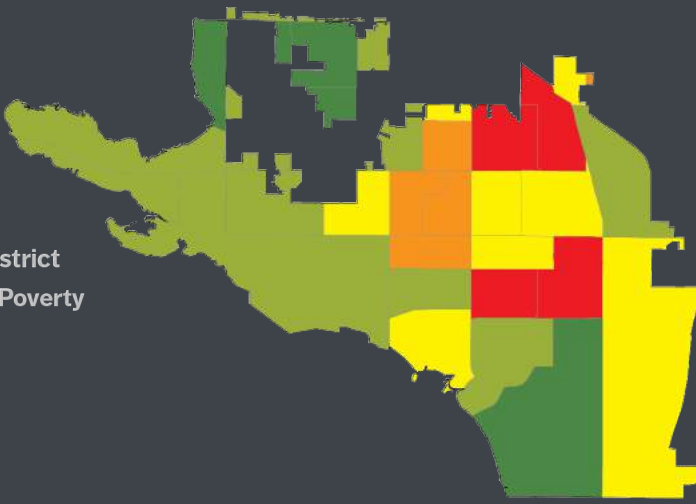
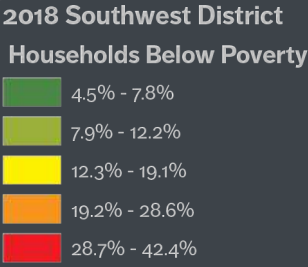
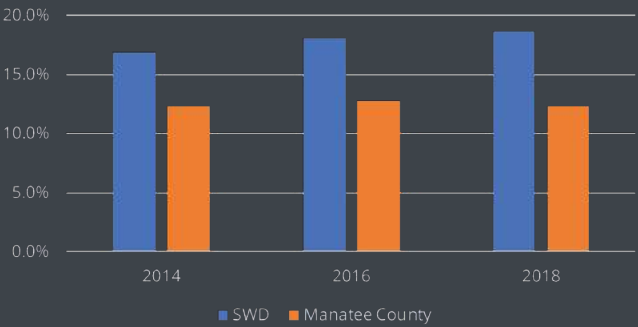
UNDERSTANDING  
THE SOUTHWEST DISTRICT

The Southwest District is a diverse area of almost 36 square miles. Opportunity and property values are not even across all parts of the area, and by comparing the county with the District we can gauge where we should focus our efforts. All information for this report was accessed in 2018, and compares data accessed in 2014 and 2016. Information was collected from ESRI Community Analyst, The American Community Survey, and Manatee County Government.

MEDIAN HOME VALUE

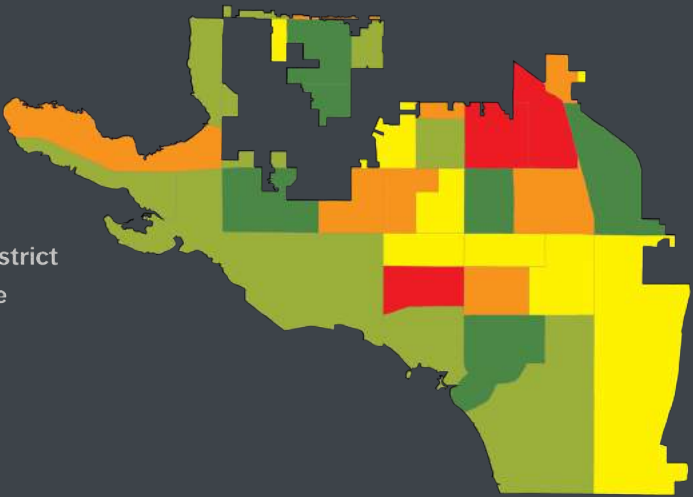
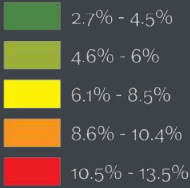


HOUSEHOLDS BELOW POVERTY

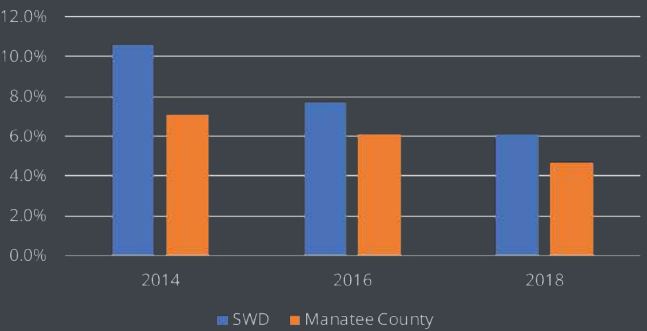


UNEMPLOYMENT

2018 Southwest District  
Unemployment Rate

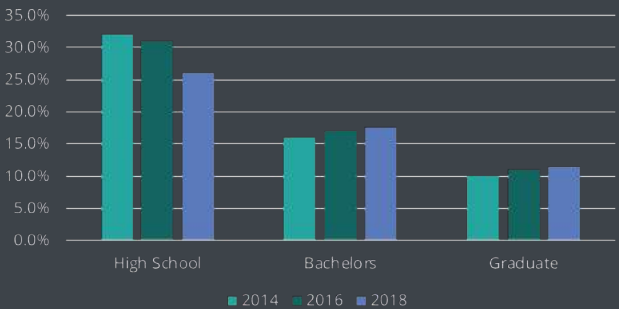


Unemployment

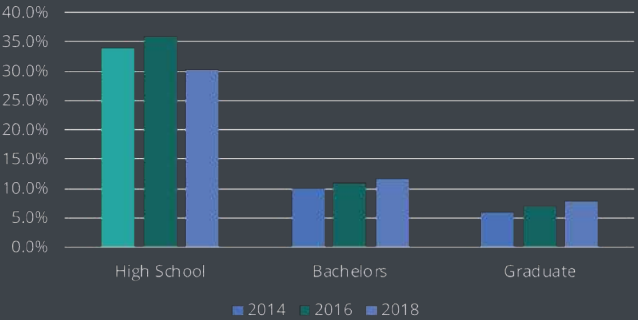


EDUCATION ATTAINMENT

Manatee County Education Attainment



SWD Education Attainment



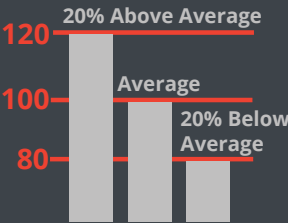
ABOUT  
THE DATA

Education Attainment measures the amount of people over the age of 25 that possess only a high school diploma, bachelor's degree, or graduate degree.

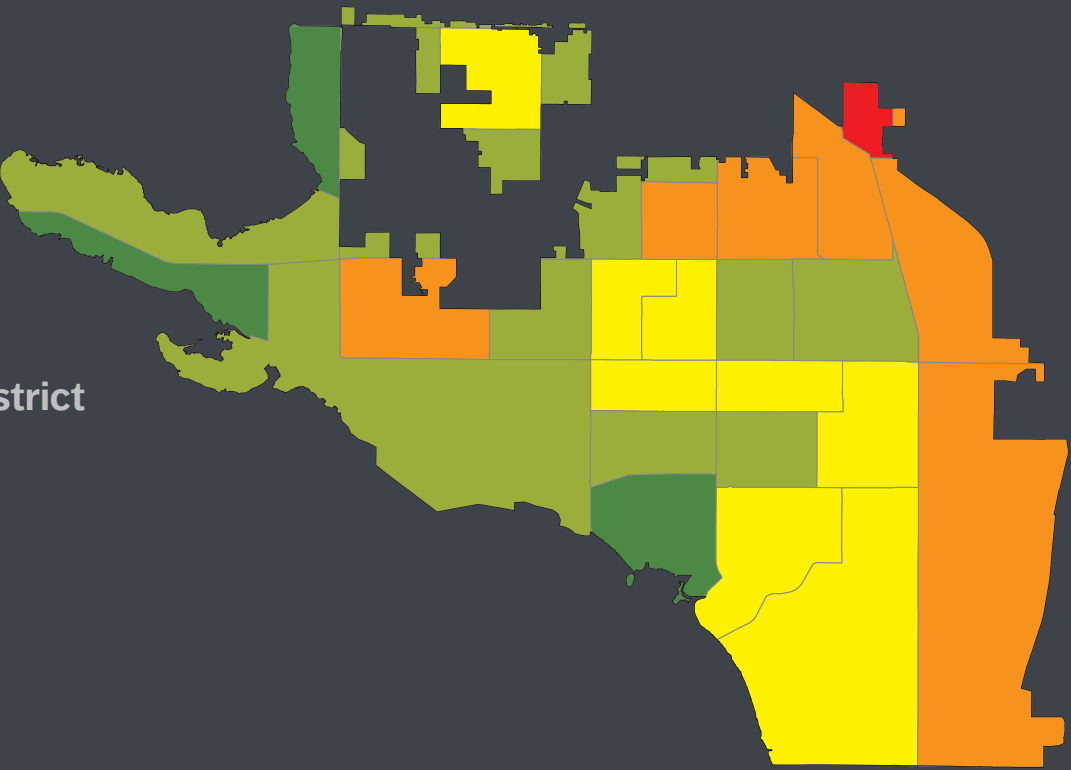
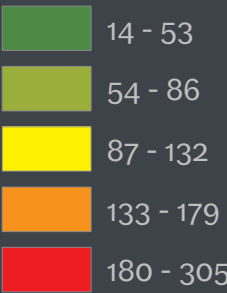
REGIONAL COMPARISON  
OF CRIME RATES IN SW FLORIDA

County	Total Crime	Personal Crime	Property Crime
Southwest District	107	116	106
Manatee County	102	110	101
DeSoto County	83	152	73
Hardee County	103	170	94
Highlands County	103	109	103
Hillsborough County	101	130	97
Pinellas County	131	127	131
Polk County	122	135	121
Sarasota County	86	68	89

100 = National  
Average



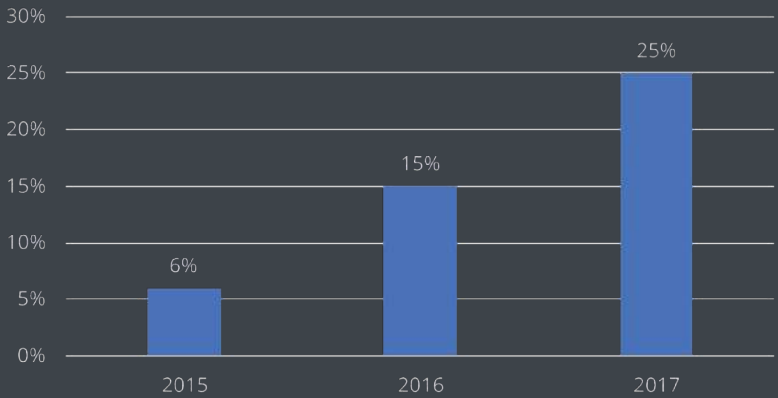
2018 Southwest District  
Total Crime Index



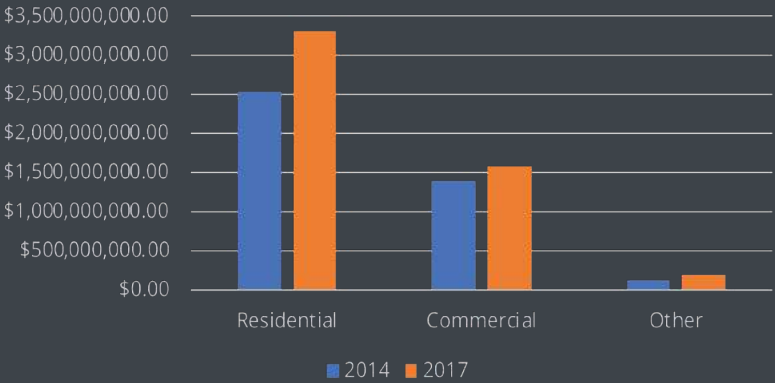


# SOUTHWEST DISTRICT TIF PERFORMANCE

INCREASE IN TAXABLE VALUE



INCREASE IN LAND VALUE BY LAND USE



BASE YEAR TOTAL VALUE  
2014

\$4,036,574,705

TOTAL VALUE  
2017

\$5,034,190,343

TOTAL TAXABLE VALUE  
GROWTH

\$997,615,638

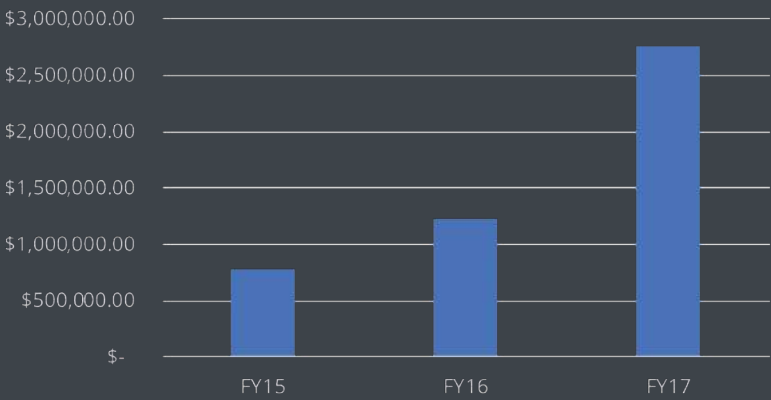
SW TIF REVENUE  
GROWTH

+84%

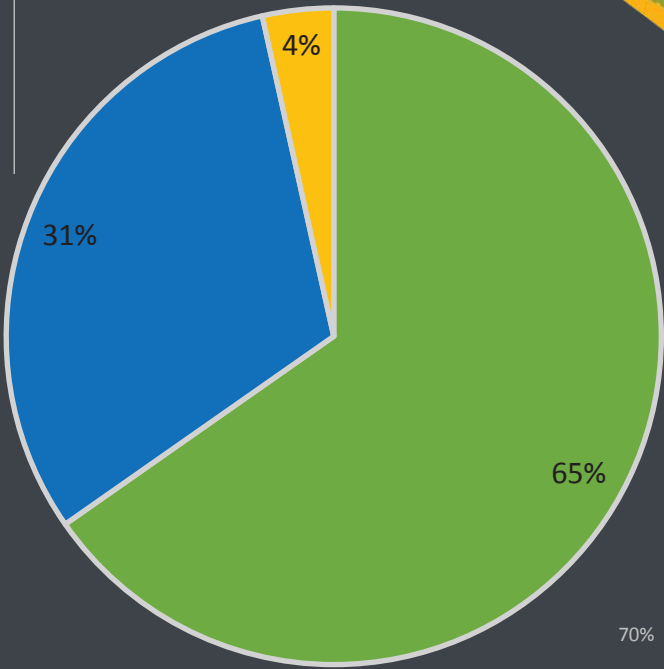
ENDING 2018  
BALANCES

SWTIF  
\$6,024,037  
FORMER 14TH ST. W CRA  
\$539,846  
FORMER SOUTH COUNTY CRA  
\$1,552,294

SW TIF Revenue

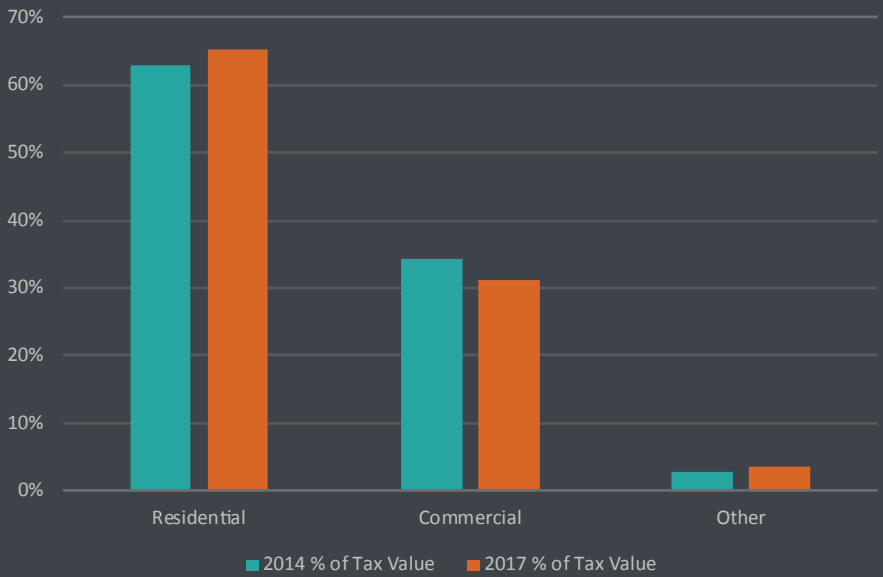


2017 PERCENTAGE OF TAXABLE VALUE BY LAND USE



Residential  
Commercial  
Other

## SOUTHWEST DISTRICT LAND USE COMPOSITION



COMPOSITION OF TAXABLE VALUE BY LAND USE



# VISION AND GUIDING PRINCIPLES

Where do we want to go?

By 2044, the Southwest District has redeveloped into a vibrant and livable network of urban corridors, activity nodes and neighborhoods that are connected to and provide a diversity of housing options, quality jobs, educational and recreational opportunities. The SWD welcomes visitors and residents alike with a diversity of live, work, retail, restaurant and entertainment options in mixed-use developments. Investment in diversified housing with affordable options assist residents desiring community connections to live close to employment. Economic opportunities include a place for jobs that offer a living wage responding to workforce needs and changes to the economy. A strong focus on inclusive economic development strategies connect residents to a variety of opportunities. Students flourish from kindergarten to career with skills necessary to innovate new visions for the community and demonstrate appreciation for lifelong learning enabling them to compete for skilled employment opportunities. Infrastructure investments have been strengthened to include urban elements such as sidewalks, streetlights, bike lanes, and other mobility options with open spaces, green trails and complete streets. The SWD is pedestrian-friendly with green transportation choices connecting places where people live, work and play. The SWD has taken the lead in sustainable, innovative practices, embracing innovation and smart city technology creating a unique sense of place. In summary, the SWD is a place where residents thrive in a vibrant, resilient community that is healthy, safe, and positively livable!

## GUIDING PRINCIPLES

To achieve the SWD vision, public investments and the use of the SWTIF for projects and programs must reflect and incorporate a set of guiding principles. These values will help to guide the redevelopment of the District and address the desires of the community to be a place of choice, livability, economic opportunity and vitality.



URBANITY



INCLUSIVITY



AFFORDABILITY



CONNECTIVITY



SUSTAINABILITY



INNOVATION



Photo above  
Proposed redevelopment strategy for the Pride Park Community Area, produced with input from community members.



Photo below  
Proposed medium density housing strategy for the Pride Park Community Area, produced with input from community members.





## GUIDING PRINCIPLES

### URBANITY

*It's about creating place*

Recognizing the urban nature of the SWD, new projects help promote a sense of place and encourage urban design elements. It is by policy and definition a denser area. A mix of uses—residential, commercial, industrial, and entertainment—is promoted to accommodate a diversity of housing and commercial product. The District is connected by parks and open spaces that enhance interactions and connections for residents.

### AFFORDABILITY

*It's about choices*

When people of all sectors, all income levels and family types can live in a safe, stable and vibrant community, Manatee County achieves greater quality of life through increased economic growth, environmental sustainability and equity. Encouraging affordability of housing, transportation and services expands choices for residents.

### INCLUSIVITY

*It's about including people*

Inclusivity means encouraging economic development in ways that support the well-being of community residents and ensures that they are part of the fabric of their communities as the SWD grows and prospers. People benefit from growth, entrepreneurship, businesses and are not displaced in the process. Residents and businesses alike are engaged in their community.

### CONNECTIVITY

*It's about ease of movement*

Connecting the places where residents live, work, shop, dine and enjoy recreational activities and getting them safely from point to point is imperative. Pedestrian-friendly and walkable design is paramount to making these connections possible and safe. Improved transportation choices and overall mobility is needed for the corridors and neighborhoods to be accessible.

*Photo top left*  
Affordable rental housing is needed in the district.

*Photo top right*  
A Bike Repair Kiosk located at a bus station.

*Photo bottom right*  
Employees working at Sun Hydraulics, located within the Southwest District.



### SUSTAINABILITY

*It's about the future*

Creating a resilient community looks at the long-term impacts of decisions and considers sea level rise, access to recreation and green spaces, and resource-efficient building materials. It's about implementing improvements that can be maintained over the long haul including a health, environmental and economic outlook.

### INNOVATION

*It's about new ideas*

Embracing innovation and taking bold actions to address the area's challenges and tackling new approaches is encouraged. Technology will play an important role in attracting both investment and new residents and businesses to the area. Introducing new concepts for improvements to the community will be an investment in the future.







## DISTRICT GOALS

*How do we get there?*

### OVERALL APPROACH

The strategic framework for approaching our redevelopment work is to determine where and how to create value that improves the economic environment in the SWD. Redevelopment is time-consuming, difficult work—it's a marathon not a sprint. As our indicators show, the need for improvement in the SWD far outweighs the resources available to address those issues. For this reason, adopting a measured and focused approach to the redevelopment of the SWD is critical to build the foundation for increased prosperity in the future. This means working on projects that produce a greater return on investment or in other words, a bigger “bang for the buck.” It is important to focus first on nodes and corridors with high potential to build on assets and address challenges over time.

To achieve the vision for a vibrant, resilient, and healthy SWD over a 30-year period, an incremental approach to projects is critical. In building the budget, the concentration in the first phase of the SWTIF life is



*Photo top left  
Proposed redevelopment strategy for the Pride Park Community Area, produced with input from community members.*

*Photo top right  
Proposed redevelopment strategy for 15th Street East, produced with input from community members.*

to build reserves to use as incentive to attract catalytic projects. These incentives will help turn a proposed development project into reality. The activities in the first phase are intended to build the foundation, i.e. increase the tax base allowing for additional funding to be used for area benefit projects in the future. Once a base level of reserves is achieved, the next phase should focus on infrastructure connections and placemaking that help to spur redevelopment options and scenarios. In later phases, significant efforts can include quality of life improvements that benefit the District.

## GOALS and STRATEGIES

To build the type of community envisioned, we need:

- A diverse and strong tax base that supports future growth. This includes a balance of residential (both ownership and rental), commercial and industrial projects;
- Increased private investment to create opportunity and prosperity;
- Economic opportunities that grow quality jobs for all residents, including workforce training and increasing educational attainment;
- Infrastructure and connectivity to support growth (including mobility, transportation options, less congestion, and safety of users) and recreation opportunities;
- A recognizable brand and place that offers unique experiences, promotes quality of life, and gives a reason for people to visit, live and work in the SWD.

It is important to note that the use of the TIF funds is intended to spur redevelopment and not to replace normal general fund activities such as maintenance and repair. Selected projects and programs should contribute value to the tax increment. The key is to prioritize based on the three focus areas above and create a balance between attracting new and investing in existing improvements needed.



## GOAL 1 BUILD TAX BASE FOR AREA WELL-BEING

Building the tax base is a critical component to creating healthy, safe and inclusive communities. Well-being can be characterized by community vibrancy, a resilient local economy, sustainability of the built and natural environment and an engaged community. To stabilize and enhance the tax base in the SWD, several strategies are identified.

As the tax base continues to increase, a substantial amount of the increment will be held in reserve to provide incentives to encourage catalytic projects. The types of incentives used will be customized based on capital investment of proposed projects, expansion of the tax base, return on investment, job creation, funding availability, fit with community character and approval by the Board of County Commissioners. Priority projects include affordable housing, mixed-use developments, expansion of targeted industry sectors for economic development and other projects that increase the tax base and have a strong return on investment for the incentives offered. Incentives will be focused on providing the infrastructure needed to move these projects to reality. A recruitment strategy will be implemented to attract catalytic projects.

Urban corridor redevelopment strategies will be continued and enhanced. These strategies include support for land development code changes for increased density in the urban core, interaction with the County's long-range planning division and collaboration with anchor institutions involved in long range planning efforts on the corridors. Increased density is a key strategy for supporting growth of housing units, retail and businesses. Recommendations to remove barriers to redevelopment within the Land Development Code will also be included.

Working collaboratively with key stakeholders and property owners for the redevelopment of the SWD is a priority. Those organizations that strengthen investment include, among others, the University of South Florida Sarasota-Manatee, State College of Florida and other colleges in the area, Sarasota-Bradenton International Airport, Florida Department of Transportation, IMG Academy, Desoto Square Mall and the Lake Flores development. Strategies in this area will strengthen cooperation and ensure that funding and projects are prioritized on nodes that enhance assets over the long term. These nodes and assets include the manufacturing hub, the sports/waterfront area, the transformational corridor and entrance gateways, and tourism and retail corridors.

In looking at the future stability and growth of the district, it is important to assess the threats to the tax base over the long term. This strategy includes completing a vulnerability assessment for the SWD in coordination with other departments and partners to address concerns such as sea level rise as well as other changes that impact the future economy, such as workforce, automation and technology.

*Photo top*  
University of South Florida- Manatee, located within the Southwest District.

*Photo right*  
IMG Academy, located within the Southwest District.

*Photo center left*  
State College of Florida- Manatee-Sarasota, located within the Southwest District.

*Photo bottom left*  
Sarasota-Bradenton International Airport (SRQ), located within the Southwest District.





## GOAL 2 ATTRACT PRIVATE INVESTMENT

Attracting private investment to the SWD is imperative, as private development serves to provide amenities that residents desire, such as quality jobs, sense of place, housing, cultural and entertainment experiences. To attract private investment, a multifaceted approach is required that presents market information, facilitates assembly of sites, and provides needed incentives.

Redevelopment opportunity sites will be identified with key information on business corridors in the SWD that assesses business composition, surrounding demographic composition, and assess market potential. These parcels offer the strongest potential for redevelopment that aide in revitalization, positively impact property values, and create greater employment opportunities. Providing key information and market analysis is critical to enticing private investment.

Reviewing and removing barriers to redevelopment will be a key component to attracting investment. Given the steep rise in property values, a land acquisition strategy will be critical to preserving key tracts of land for affordable housing and future redevelopment. Public-private partnerships will be essential to facilitate new projects. Engaging partners such as SRQ and the universities will assist in this effort.

In coordination with identifying opportunity sites in the SWD, previous community visioning work will be reviewed to include Brownfield vision plans and the EPA Building Blocks for Sustainable Communities. In addition, the recently designated Opportunity Zones program will enhance the ability to attract businesses, private developers and financial institutions to invest in these designated zones. Meetings with developers will be scheduled to provide opportunity sites information and to explore potential for public-private partnerships to attract development.

Small business outreach will be conducted to facilitate growth and investment, explore opportunities for expanded incentives for existing business and to determine workforce training needs. A business improvement program will be created to assist expanding companies with infrastructure improvements in the right-of-way.



*Photo above*  
Natural Immunogenics, located within the Southwest District.

*Photo below*  
The Legacy Hotel at IMG Academy, located within the Southwest District.





### GOAL 3 GROW QUALITY JOBS

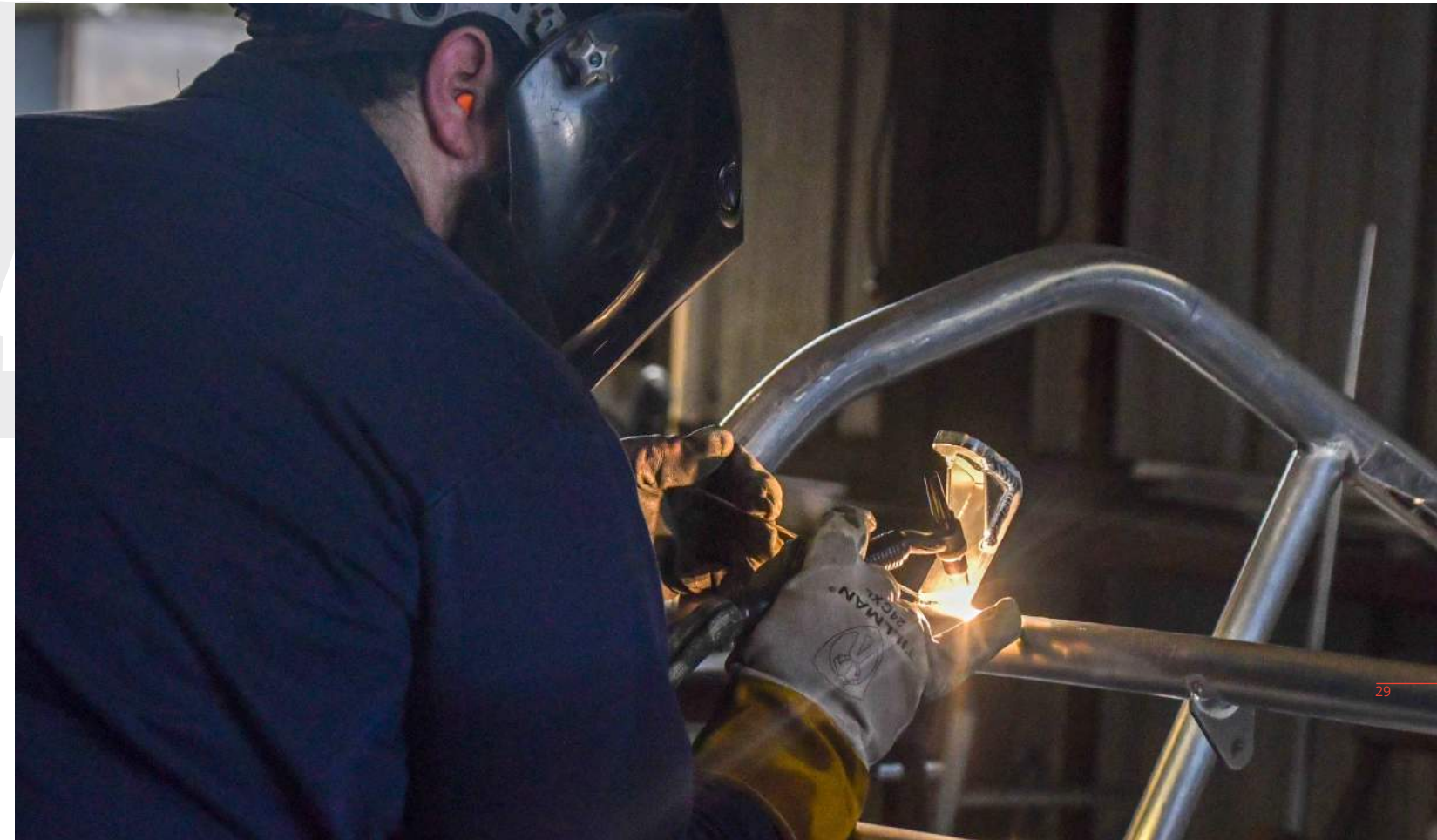
The growth of quality jobs is the most powerful way to increase wealth in a community and to provide an opportunity for the economic mobility for its citizens. A quality job has a living wage, basic benefits, career building opportunities, wealth building opportunities, and a fair and engaging workplace. Strategies for growing jobs include expanding targeted industries in the SWD supported by SWD Economic Development Incentives (EDI), focus on entrepreneurship and adoption of an inclusive approach to connecting the resident workforce with jobs.

An inclusive economic development strategy will be developed to connect the resident workforce with jobs, engage workforce partners, promote skill development and small business development. These strategies combine place-based and people-based strategies to create an environment where all people can reach their fullest potential. Success will be built on expanded partnerships with anchor institutions, entities such as universities and hospitals, which tend to stay in one place and offer tremendous assets to promote and support economic development. Focus will be applied to creating greater incentives for companies that hire and invest locally. In addition, exploring entrepreneurship, incubator and accelerator opportunities will support this inclusive strategy and expand the focus on innovation to grow our own businesses. To support these strategies, contracted professional services will be needed for entrepreneurship and other workforce development.



*Photo above*  
Rectrix Aerodrome Center Inc, located within the Southwest District.

*Photo below*  
Employee welding at Edmund's Metal Works, located within the Southwest District.





#### Goal 4 INCREASE CONNECTIVITY AND ADD INFRASTRUCTURE CAPACITY

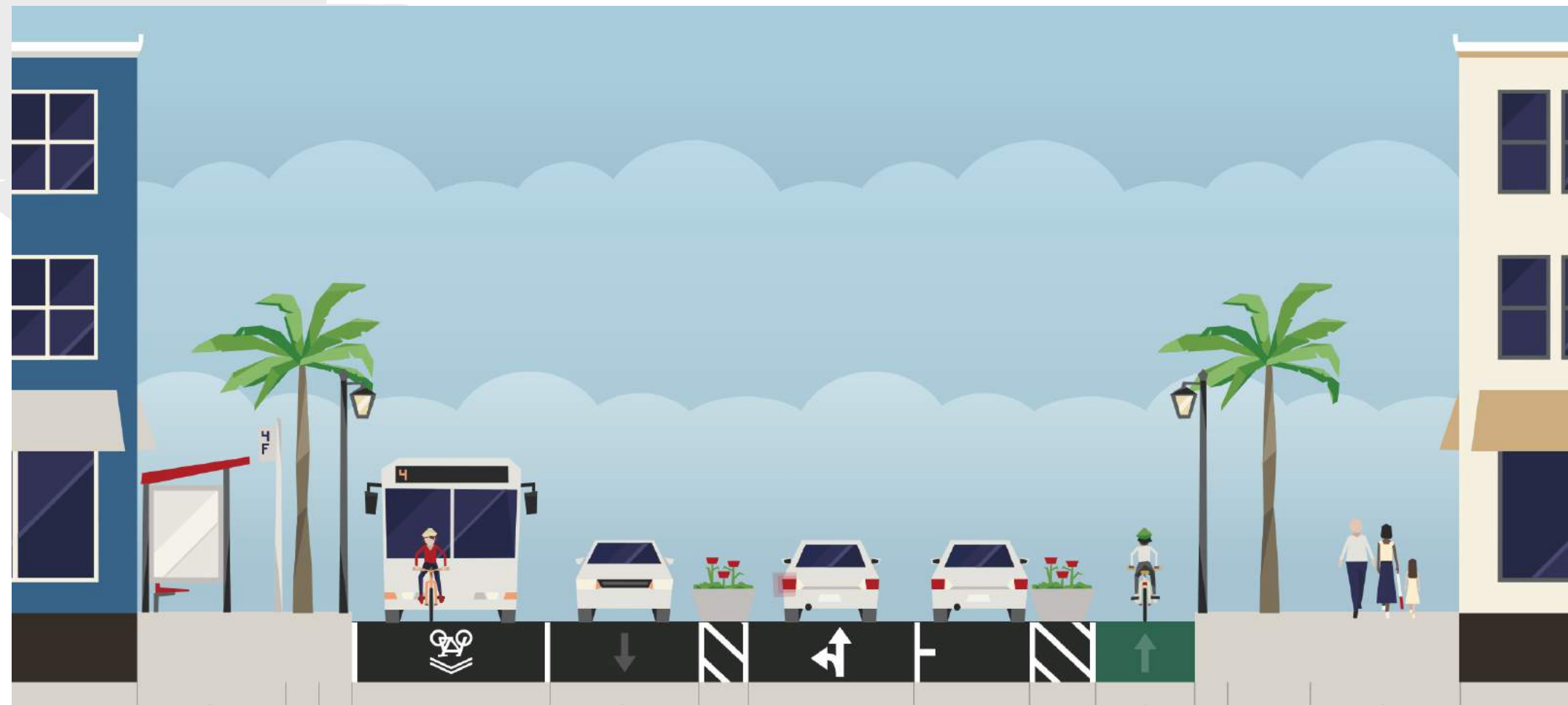
Connectivity in both transportation/mobility and utility infrastructure will be an important factor in attracting investment, building the tax base and growing quality jobs in the SWD. People increasingly desire safe, walkable communities, closer to employment and a variety of transportation options. Encouraging opportunities for multi-modal and complete streets is a key strategy that will make the SWD unique. Connecting citizens to employment, recreation and green spaces is an important part of a quality urban life. Evaluating technology to assist in these efforts will be critical to meeting the future vision for the area.

A comprehensive list of infrastructure projects in the SWD funded from the CIP and infrastructure sales tax projects will be developed and used to identify gaps that determine future projects. The foundation for neighborhood improvement projects tied to safety and security to improve revitalization opportunities will be evaluated and proposed. Infrastructure capacity (water and sewer) to accommodate additional density will be evaluated as private development projects are proposed. Opportunities for multi-modal, complete streets, and improved bike-pedestrian travel will be encouraged and coordinated with the MPO and Public Works including FDOT's 15th Street East project. Priority for these connections are between residential areas and commercial/employment/urban corridors areas and include projects such as sidewalks and street lighting. Neighborhood improvement projects will be prioritized by need and/or interest from the neighborhood in partnering or sharing funding for projects. Other programs such as the Infrastructure Sales Tax and CDBG will be leveraged for improvements. Creating a sense of place is an important element that increases the attractiveness of a location and therefore the value of property and the community.



*Photo above*  
Bike Repair Kiosk and Bus Station.

*Photo below*  
Rendering of a "Complete Street" that allows for pedestrians, bicyclists, mass transit, and personally operated vehicles to safely coexist.





## GOAL 5 CREATE A SWD BRAND/PLACE

The SWD has difficulty in competing with newer master-planned communities due to the high level of aesthetics and community investment via homeowner associations and community development districts. Creating opportunities to establish that sense of place for corridors and neighborhoods is crucial to the SWD's success.

Visually appealing and persuasive materials that demonstrate the viability of identified opportunity sites to create a compelling vision of a re-imagined SWD will be created. The SWD brand will attract investment, employers and the workforce to the area and position the SWD as a distinctive place that promotes mixed-use development. Key elements of the SWD brand will include logo, colors, key introductory promotional and collateral material, and digital content to be used in a social media strategy. This strategy will be implemented in collaboration with economic development partners, high profile companies and events to maximize strategy.

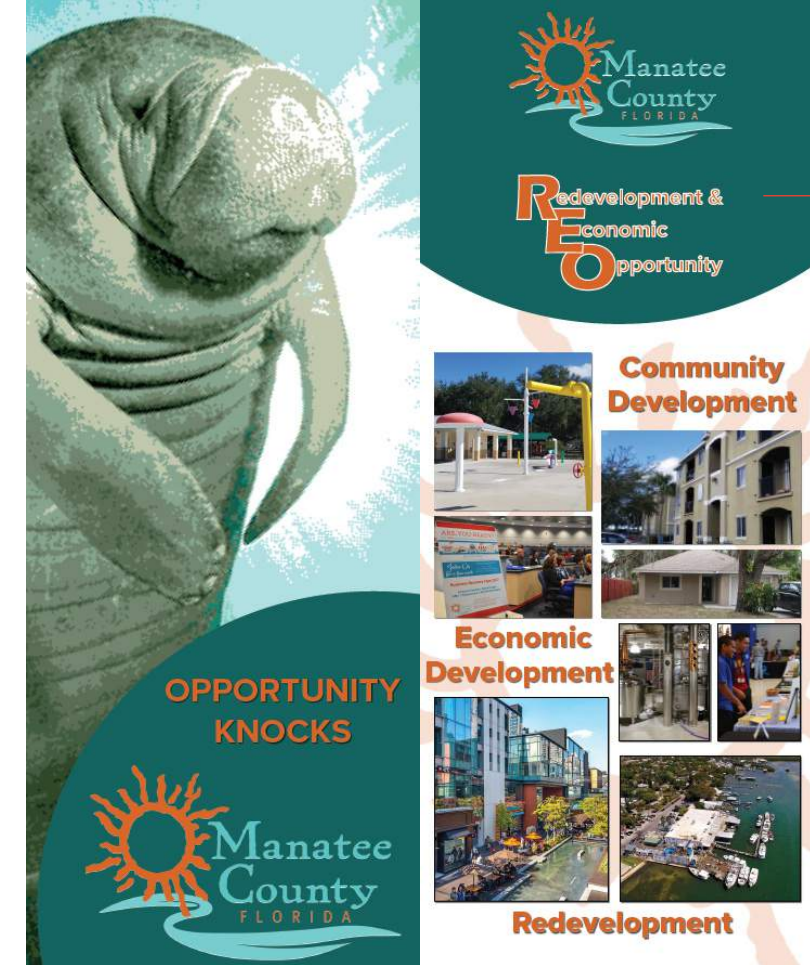
In addition to the brand, opportunities to create unique places abound in the SWD. Pocket parks that serve as small game rooms, pollinator gardens or impromptu dance pavilions, public art, murals and other visual experiences, and the diversity of food cultures in the SWD are assets that can be capitalized upon as vibrant destinations for locals and tourists; adding beauty, recreation, socialization and healthy options for the community.

Projects that help to create place include entrance signage and landscaped medians among other strategies. Completing a placemaking plan will be important to establish a template for signage and identification of districts, nodes and neighborhoods. A key incorporating component of this will be including aesthetic improvements to infrastructure projects.



*Images above*

*Promotional material created to generate interest in the Southwest District.*



*Photo below*

*Proposed median improvements along Bayshore Gardens Parkway, located within the Southwest District.*





## GOAL IMPLEMENTATION

### PROJECT PRIORITIZATION

The TIF will not generate enough funds to address all needs of the SWD simultaneously. As such, improving the SWD will take many years, therefore projects and nodes will need to be prioritized. Candidates for investment should be projects, programs or policies that will have positive, long-term community revitalization impacts and serve as catalysts for other positive and desired change. The collective impact of funding should provide transformational investment and leverage additional resources.

To assist in the evaluation of projects and review return on investment on incentives, an economic impact and cost/benefit analysis will be conducted through REO's Impact Data Source economic model. In addition, all projects and programs will identify which goal it meets as part of any agenda item for Board approval.

### TAX INCREMENT REVENUE EXPENDITURE GUIDELINES

For the initial life of the TIF and through the five years of this strategic plan, the expenditure of TIF revenues should align with the goals outlined above. To ensure that reserves are developed and each focus area receives attention, the following expenditure guidelines for the budget should be established.

While these percentages are guidelines to encourage broad-based activity and projects over the five years, they can be evaluated every year to determine if they are advancing the goals and adjusted as needed to take advantage of opportunities. This approach will help in building the reserves for catalytic projects and public-private partnerships and carve out funding for land acquisition, economic development, infrastructure, and quality of life/placemaking projects.

### ACTION PLAN MATRIX

To move the goals and strategies defined above into actionable projects and programs, an action plan matrix will be created looking at the five-year time horizon that identifies each goal, strategy, action item and cost. In addition, a yearly work program will be established that identifies which projects and the funds needed over time for their implementation. Collaboration with various county departments and engagement with stakeholders and the community will be critical to establishing a list of projects and priorities.

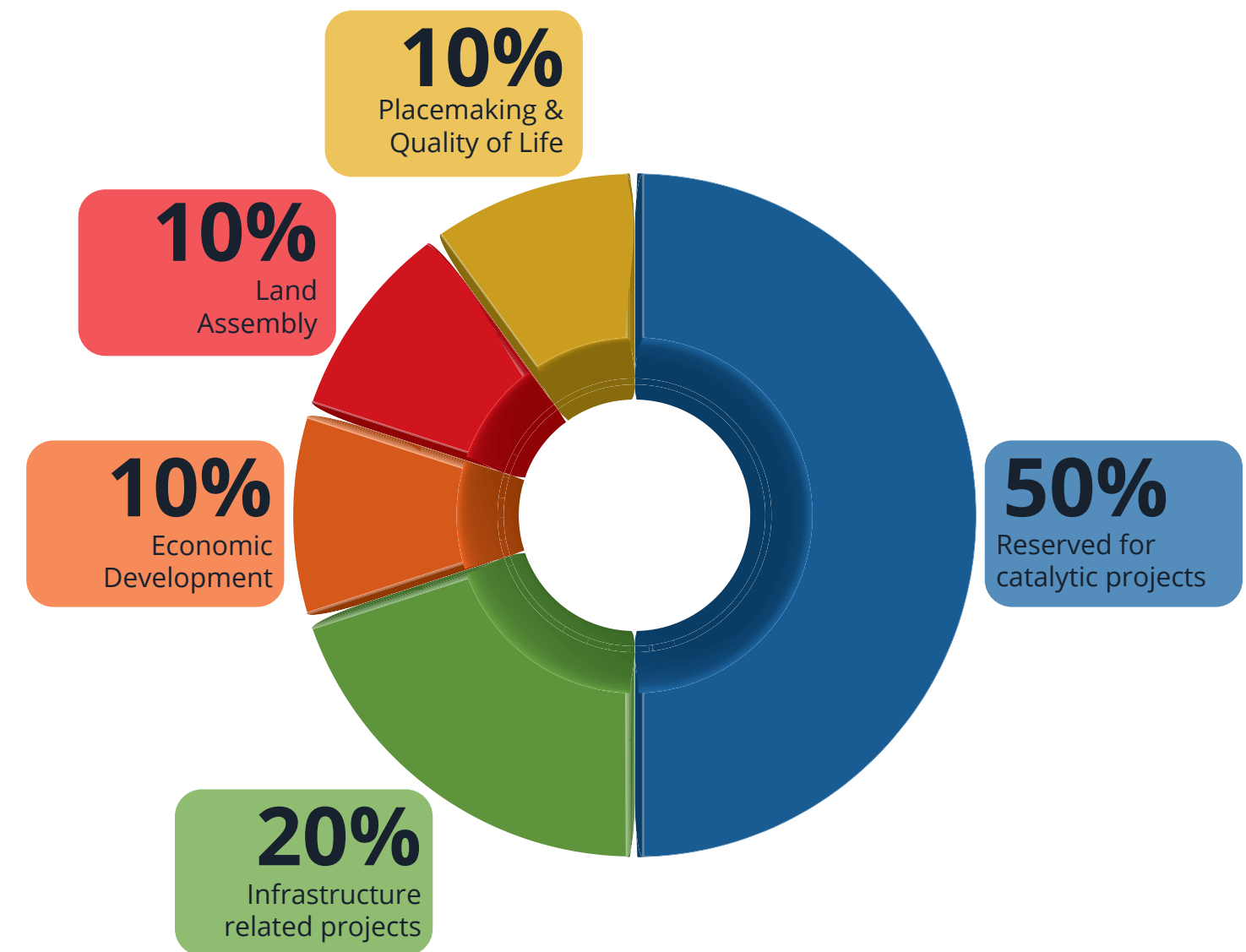
While the time horizon for the SWD Strategic Plan is five years, the intent is for the overarching goals to stay in place while adjusting the strategies and action items. The Action Plan Matrix allows for the SWD Strategic Plan to be a living document that evolves with stakeholder, community and commissioner input and be amended as economic conditions, market trends and other factors require change.

### Project Prioritization

For each proposed project, we should ask: Will investing in this project/area or providing this incentive help to:

- Improve the tax base and offer a good return on investment?
- Leverage private or other dollars?
- Create quality jobs?
- Connect key nodes/ community assets and expand infrastructure capacity that attracts investment?
- Improve the brand/place/ desirability of the SWD for investment?

## TAX INCREMENT REVENUE EXPENDITURE GUIDELINES





## PERFORMANCE METRICS

*Are we making progress?*

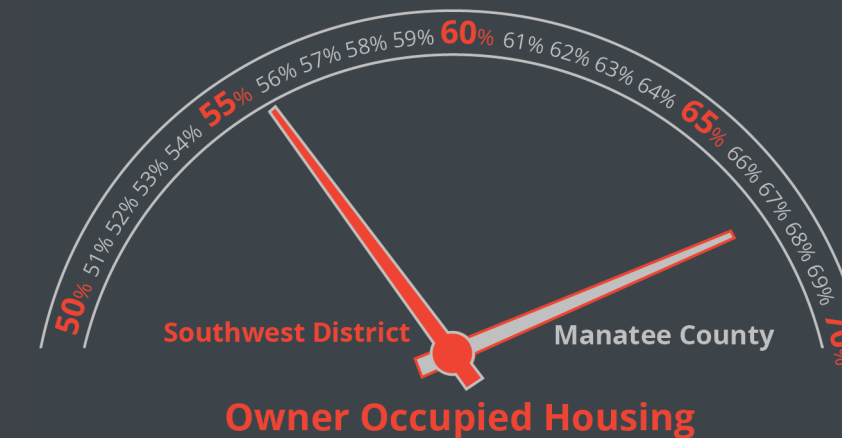
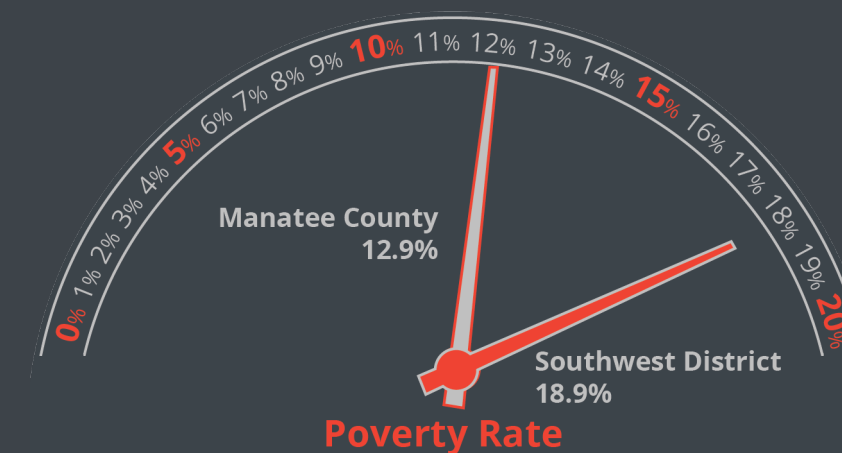
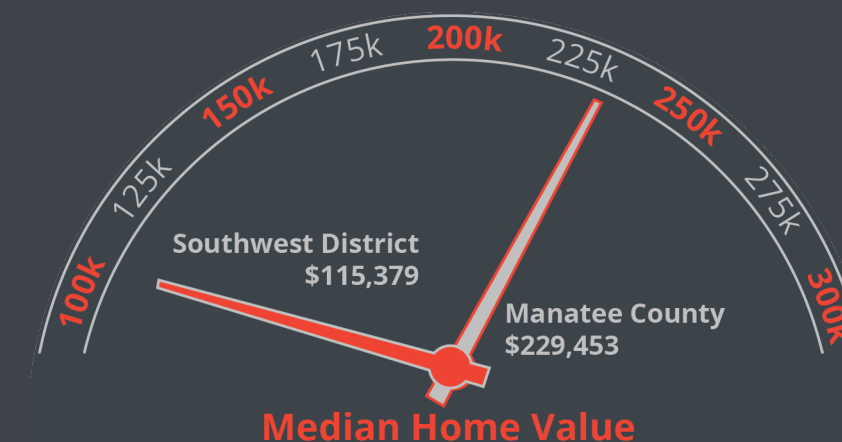
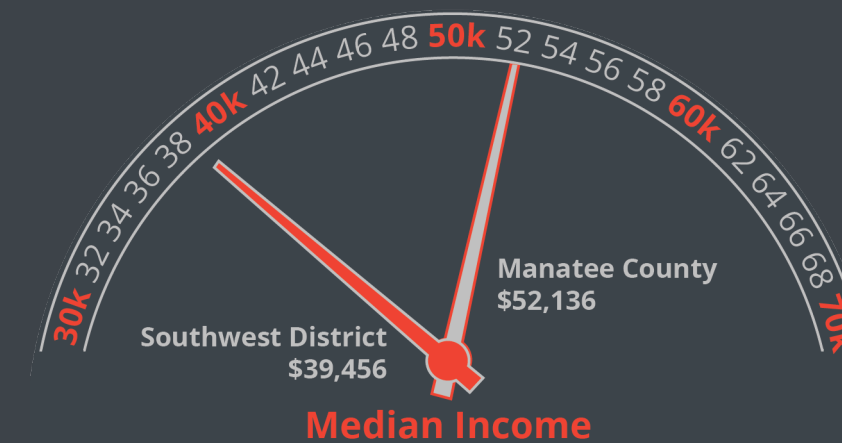
To measure the success of the Southwest Redevelopment District Plan and the use of the TIF funding, baseline data and information is needed to understand where we started. The key economic and community indicators below are those that will be measured to understand our progress in moving the needle. While some metrics correlate to define goals, some are broad indicators of quality of life and overall economic well-being.

**Median Income.** Median income is a way to measure how certain areas are becoming wealthier, and which areas are not. Median incomes are preferred to average incomes because averages can be more dramatically impacted by extremely high numbers and is therefore less accurate **(Goal 3)**.

**Median Home Value.** Median Home Value measures how valuable residential properties are, and reveal which areas are seeing growth **(Goal 2)**.

**Poverty Rates.** Poverty Rates demonstrate how many people are living at or below the poverty level and is a strong indicator of how our economy is functioning **(Goal 2)**.

**Owner-Occupied Housing.** Owner Occupied Housing reveals how many residents can afford owning a home, an important indicator of financial stability and wealth generation.



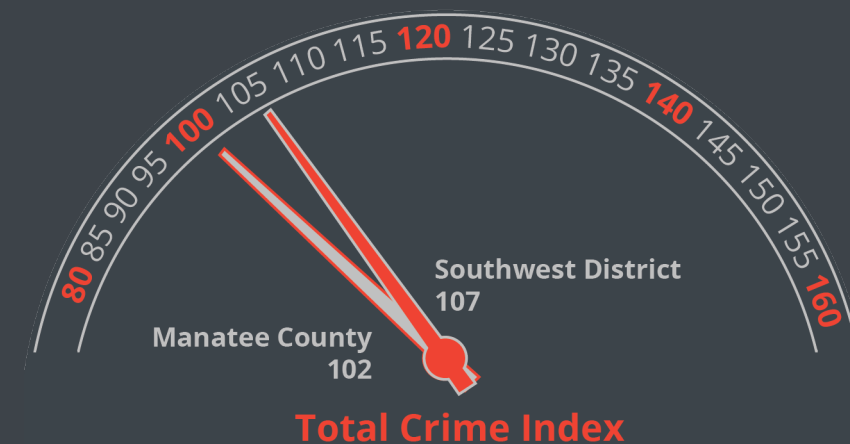
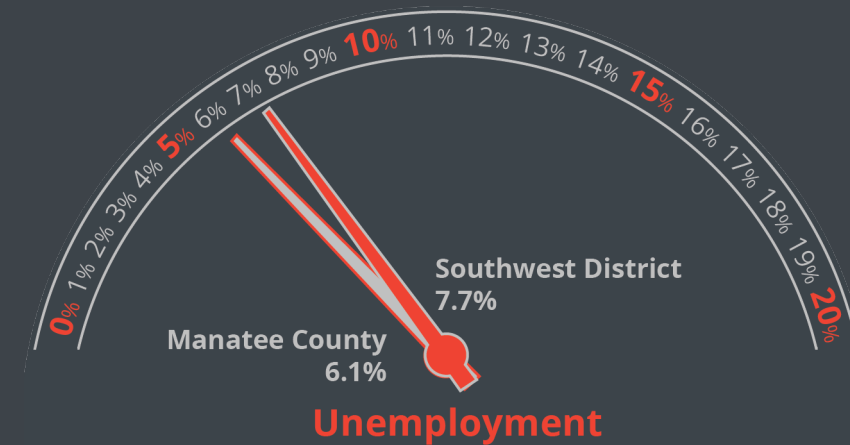
(Source: ESRI Community Analyst, Manatee County Government, U.S. Census Bureau)

**Unemployment.** Unemployment is a good indicator for economic performance, as it demonstrates how well the economy is at providing jobs **(Goal 3)**.

**Crime Index.** Crime indices are an effective way to measure the safety of an area relative to national crime rates. Measuring crime is a useful metric for determining access to opportunity **(Goal 2)**.

**Balanced Growth.** Growth in commercial and residential property values show investments in the community are working. Achieving balanced growth means that our community – for residents and businesses alike – are all benefiting from our policies **(Goal 1)**.

**Balanced Tax Base.** Measuring the composition of the revenues helps identify which types of properties contribute most to our tax base. Achieving a more balanced tax base is a sign that our community is performing well economically and is more resilient **(Goal 1)**.



(Source: ESRI Community Analyst, Manatee County Government, U.S. Census Bureau)

APPENDIX

How we got our data.

The Southwest District is a diverse area of almost 36 square miles. Opportunity and property values are not even across all parts of the area, and by comparing the county with the District we can gauge where we should focus our efforts. All information for this report was accessed in 2018, and compares data accessed in 2014 and 2016. Information was collected from ESRI Community Analyst, The American Community Survey, and Manatee County Government.

POPULATION

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	93,833	338,686
2016	96,379	357,028
2018	101,786	383,742

MEDIAN INCOME

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	\$35,001	\$46,879
2016	\$37,903	\$50,062
2018	\$41,352	\$54,134

POVERTY

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	16.9%	12.3%
2016	18.1%	12.8%
2018	18.7%	12.3%

UNEMPLOYMENT

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	10.6%	7.1%
2016	7.7%	6.1%
2018	6.1%	4.7%

MEDIAN HOME VALUE

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	\$107,673	\$175,100
2016	\$109,865	\$198,087
2018	\$115,379	\$229,453

OWNER OCCUPIED HOUSING

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	57%	67.7%
2016	55.7%	66.9%
2018	57.9%	69.6%

RENTER OCCUPIED HOUSING

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	43%	32.2%
2016	44.3%	33%
2018	42.1%	30.4%

HIGH SCHOOL DEGREE

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	34%	32%
2016	36%	31%
2018	30.2%	26%

BACHELORS DEGREE

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	10%	16%
2016	11%	17%
2018	11.6%	17.7%

GRADUATE DEGREE

ESTIMATED POPULATION	SWD	MANATEE COUNTY
2014	6%	10%
2016	7%	11%
2018	7.8%	11.4

Education Attainment measures the amount of people over the age of 25 that possess only a high school diploma, bachelor’s degree, or graduate degree.



SOUTHWEST DISTRICT TOTAL TAXABLE VALUE

YEAR	TAXABLE VALUE
2014	\$4,036,574,705
2015	\$4,278,073,328
2016	\$4,631,791,900
2017	\$5,034,190,343

SOUTHWEST DISTRICT TIF REVENUE

YEAR	TAXABLE VALUE
2014	\$ -
2015	\$785,105
2016	\$1,225,900
2017	\$2,760,260
TOTAL	\$4,771,265

TOTAL VALUE BY LAND USE

ESTIMATED POPULATION	2014	2017
RESIDENTIAL	\$2,531,245,729	\$3,291,365,609
COMMERCIAL	\$1,384,446,835	\$1,572,422,493
OTHER	\$110,337,398	\$176,649,310

Photo right  
Docks used by fisherman in the historic fishing village of Cortez, located within the Southwest District.





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**REDEVELOPMENT AND  
ECONOMIC OPPORTUNITY**

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**EXHIBIT 5**  
**FEE PROPOSAL**  
**RFP NUMBER 19-R071779BLS**

Item 1	<u>Project</u> - Southwest District Market Analysis	\$ _____ (lump sum)
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**End of Exhibit 5**