

RFO No.
21-R075718SB
PROFESSIONAL VALET AND
PARKING SERVICES
958-72
JANUARY 4, 2021

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



**NOTICE TO OFFERORS, REQUEST FOR OFFERS NUMBER 21-R075718SB
PROFESSIONAL VALET AND PARKING SERVICES**

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

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Offers in response to this RFO is **January 29, 2021 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 for this Request for Offers.

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 January 15, 2021. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

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

DESIGNATED PROCUREMENT CONTACT: Stacia Branco, Senior Procurement Agent

(941) 749-3041, Fax (941) 749-3034
Email: stacia.branco@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: _____

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SECTION A, INSTRUCTIONS TO OFFERORS

RFO NUMBER 21-R075718SB

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 **January 29, 2021 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:

- One (1) bound copy 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 No. 21-R075718SB Profesional Valet and Parking Services 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 No. 21-R075718SB Profesional Valet and Parking Services and Offeror’s name**. Electronic package is

to be delivered to the Designated Procurement Contact via email at stacia.branco@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 a third-party website, addenda will also be posted on the third-party 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 Bidders, or their agents, representatives or persons acting at the request of such Bidders, 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:

- A. 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

- B. 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
- C. 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):
 - 1. 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.
 - 2. 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.
 - 3. 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.

<u>Scheduled Item</u>	<u>Scheduled Date</u>
Question and Clarification Deadline	January 15, 2021
Final Addendum Posted	TBD
Offer Response Due Date and Time	January 29, 2021 at 3:00 P.M.

END SECTION A

SECTION B, EVALUATION OF OFFERS

RFO NUMBER 21-R075718SB

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 offer 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.

Evaluation Criteria

Offeror & Team's Experience

Capacity

Approach

Commission Structure

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

RFO NUMBER 21-R075718SB

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. 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 for five (5) years.

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 21-R075718SB

The undersigned acknowledges receipt of the following addenda:

Addendum No.: _____ Date Received: _____

Print or type Bidder's information below:

Name of Bidder: _____

Telephone Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Website Address: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

Offeror must fully execute and return this form with its Offer.

ATTACHMENT B, OFFER SIGNATURE FORM

RFO NUMBER 21-R075718SB

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:

Signature of Authorized Official / Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Name of Offeror: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Website URL: _____

Offeror must fully execute and return this form with its Offer.

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION**

RFO NUMBER 21-R075718SB

**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 the Manatee County Board of County Commissioners by

_____ [Print individual's name and title]

for _____ [Print 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 agreement 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 bidders or prospective bidders 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 County's Purchasing Official, 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 an 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 among 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 County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Supplier Signature]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _ day of _____, 20____ by _____
_____ who is personally known _____ OR Produced _____
_____ [Type of identification]

Notary Public Signature

My commission expires _____

[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 REQUIREMENTS

RFO NO. 21-R075718SB

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

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

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:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

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:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$100,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

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.

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.

OTHER INSURANCES

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

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:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

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:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

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.

Cyber Liability Insurance

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:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

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

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

Pollution Liability

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

Asbestos Liability (If handling within scope of Contract)

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

Disposal

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

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

Hazardous Waste Transportation Insurance

SUPPLIER 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.

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:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

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:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage 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:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee’s Customer Liability Insurance

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.

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:

- Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER’S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

Workers' Compensation and Employers' Liability Coverages

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

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, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

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

- 11.** SUPPLIER 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.
- 12.** No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

ATTACHMENT D, SUPPLIER'S INSURANCE STATEMENT

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

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Return this signed statement with your offer.

EXHIBIT 1, SCOPE OF SERVICE RFO 21-R075718SB

1.01 BACKGROUND INFORMATION

Manatee County (County) is a mid-size Florida county located on the southwest coast and consists of 150 miles of coastline on the Gulf of Mexico, 741 square miles of land, 403,253 residents, and attracts more than 3 million visitors every year.

The County is requesting offers on an as-needed basis for Professional Valet and Parking Services for the Bradenton Area Convention Center located at 1 Haben Blvd, Palmetto, FL 34221, Powel Crosley Estate located at 8374 N. Tamiami Trail, Sarasota, Florida 34243 (in Manatee County) and Premier Sports Campus located at 5859 Post Blvd., Lakewood Ranch, Florida 34211 (hereinafter collectively referred to as “Facilities”).

The Bradenton Area Convention Center (BACC) was built in 1983 with a multi-purpose 32,400 square foot arena and 16,000 square foot conference center. The facility hosts over 150 events per year and is easily accessible by all areas of the Manatee County as well as St. Petersburg and Tampa. An adjacent hotel is being built and is expected to open October 2022. For more information go to www.BradentonAreaConventionCenter.com.

The Powel Crosley Estate (Crosley) was built in 1929. Today the bay front Mediterranean Revival-style structure is an upscale event facility located at the southern end of Manatee County and is listed on the National Register of Historic Places. This beautiful estate has the modern amenities needed to allow it to successfully host meetings, weddings, and other events; in FY2018/2019 about 140 events were held at the Powel Crosley Estate. For more information on the Powel Crosley Estate go to www.PowelCrosleyEstate.com.

Premier Sports Campus (PSC) is a leading sports campus hosting sporting events, tournaments and practices along with special events. The addition of the special events tent to be called the PSC Event Center will bring additional galas, banquets and meetings. For more information on Premier Sports Campus, go to www.PremierSportsCampus.com.

The County reserve the right to establish multiple Agreements. Agreement does not guarantee any quantity of work.

1.02 SCOPE

Successful Offeror(s) shall provide all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide professional valet and parking services that will meet the requirements of this RFO. Offerors can bid on one or both services, valet and/or parking services.

The County requires professional valet and parking services for a period of five (5) years. Commission terms are subject for review and renegotiation on an annual basis.

The overarching goal of the Offerors is to provide services that maximize revenues and create operational efficiencies for the County by having a selection of professional valet and parking attendants available to provide services at each facility. Periodically, the County will utilize County staff for paid parking and will not need the services of the awarded Offerors.

The County reserves the right to add and remove services and facilities on all Agreements.

1.03 GENERAL REQUIREMENTS

Successful Offeror(s) services shall include but not limited to:

- A. Provide qualified attendants that have a valid driver's license pursuant to the requirements of the State of Florida.
- B. Responsible for Monthly driver risk management background inquiries on all parking and valet attendees.
- C. Event parking, including maintaining a consistent flow of traffic to prevent an excessive staking of vehicles and directing traffic/vehicles.
- D. Assist patrons with vehicles.
- E. Work with each facility team for required services. The Facilities will inform the licensees of each facility when and which services must go through the valet and parking services supplier.
- F. Know the Facilities on-site guidelines and regulations.
- G. Assign a qualified representative to answer questions related to the services from clients and prospective clients of the Facilities.
- H. Qualified representative will participate in reoccurring meetings with the Facilities for operational discussions.
- I. Advertising, signage, and postings shall be approved by the County.
- J. Responsible for providing all County facility policy guidelines to the supervisor or lead employee onsite.
- K. At least one attendant or supervisor at the facility must have the ability to speak English.

1.04 SERVICE REQUIREMENTS

Successful Offeror(s) services shall include but not be limited to:

- A. Provide organized and efficient valet and parking services in a professional manner.
- B. Ensuring all valet and parking services are conducted and operated within the rules and regulations provided herein.
- C. Employing highly skilled and trained attendants and management staff that is experienced to provide high-quality valet and parking services.

- D. Ensure all attendants maintain a neat and professional appearance, are dressed in uniform, appropriate shoes and a clean pressed shirt that clearly and properly identifies the attendants name and company.
- E. Comply with all OSHA and ADA requirements as well as all federal, state and local laws, regulations and ordinances.
- F. Responsible for obtaining all permits, licenses, insurance and certifications required by federal, state, and local laws, regulations, codes, and ordinances for the performance of services described herein.
- G. Special events may require additional staffing, event parking management and coordination.

1.05 MAINTENANCE AND CLEAN UP

- A. Maintain a neat and orderly operation at all times.
- B. Leave the facility in the condition it was in upon arrival.
- C. Signs, banners etc. cannot be attach to anything in any manner to the facilities without prior approval from County staff. Offeror will be responsible for all costs associated with such damages.

1.06 FINANCIAL TRANSACTION

- A. Collect payment directly from patrons, cash or credit card.
- B. Gross Receipts shall be defined as all revenues excluding any sales tax.
- C. All commissions due to the County will be listed on the Monthly Summary Statement.
 - 1. Each direct billed event to the licensee must be accompanied by a copy of the customer invoice. Point of sales operations will require a copy of the computerized balance sheet showing sales versus payment taken in.
 - 2. Valet parking paid for by individual vehicle and paid parking, Operator must:
 - i. Use sequentially pre-numbered ticket books for any and all transaction, approved by the County.
 - ii. Prepare true and complete records and accounts of its gross receipts of the valet and/or parking service in accordance with generally accepted accounting principles.
 - iii. Records are to include, at a minimum, all sequentially prenumbered parking tickets stubs, voided tickets, and daily control sheets signed by the operator's cashier indicating starting, ending and voided ticket number to support gross receipts.
 - 3. Monthly summary statements are due by the 10th calendar day of each month.

1.07 AUDIT COMPLIANCE

- A. Offeror shall participate and comply with any internal and external quality assurance and grievance procedures, as a result of the services performed and as directed in the RFO.
- B. Work with the Manatee County Clerk of the Circuit Court, an independent constitutional office, who may, from time to time determine certain requirements of Florida Law must be met concerning the payment or collection of County funds.

1.08 PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

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

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

END EXHIBIT 1

EXHIBIT 2, OFFER RESPONSE REQUIREMENTS

RFO 21-R075718SB

This section identifies specific information which must be contained within the Offer 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. FORMAT

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

- (1) One hard copy original.
- (2) One electronic format copy in a single continuous file. Do not submit electronic Offer in separate files for each TAB section shown below. Do not password protect or otherwise encrypt electronic submissions. Electronic submissions should be submitted on a Universal Serial Bus (USB) drive in Microsoft Office® or Adobe Acrobat® PDF format.

The contents of the Offer package, if submitted electronically include

- (1) One electronic format original submitted via email to the Designated Procurement Contact.

NOTE: Electronic submissions should be submitted on a USB drive 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 offer 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 Offer 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. Offeror Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No documentation is required. The County will verify.

3. Offeror is not on the Florida Department of Management Services Suspended, Debarred, and Convicted Vendor Lists.

No documentation is required. The County will verify.

4. 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.

5. 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.

6. 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 affect.

D. TAB 3 – FORMS

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

1. Attachment A, Acknowledgement of Addenda Form
2. Attachment B, Offeror 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 Offer as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Offer 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 offer 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 – OFFEROR AND TEAM'S EXPERIENCE

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

1. Provide a summary of Offeror's background, size and years in business.
2. Provide Offeror's years of experience in professional valet and parking services, particularly for other government agencies in Florida.
3. Provide a minimum of five (5) client references for which Offeror has provided services, similar in scope as defined in this RFO, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name.
 - b. Client address.
 - c. Client contact name.
 - d. Client contact **email** address.
 - e. Client contact phone number.
 - f. Brief description of all services provided (1-2 sentences).
 - g. Performance period (start/end dates).
4. Thoroughly describe experience and success in establishing and providing full valet and parking services in a busy setting.

H. TAB 7 - CAPACITY

In Tab 7, provide the following information regarding Offeror's capacity for the provision of services.

1. Details of Offeror's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
2. An organizational diagram clearly identifying key personnel who are designated to provide services to the County and indicate their functional relationship to each

- other.
3. An explanation, in general terms, of Offerors' financial capacity to perform the scope of services. If Offeror is jointly filing an offer with other entities, details must be provided to demonstrate financial capacity of each entity.
 4. 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 offer files for subsequent use, review, and discussions during evaluations.
 5. 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.
 6. Details of Offeror's current workloads and any projected changes to the workload within the next six months.

I. TAB 8 – APPROACH

In Tab 8, provide Offeror's project approach to include the following:

1. Detailed plan of the Offeror's ability and willingness to meet required services as identified in Exhibit 1, Scope of Services.
2. Provide details on how payments are collected and tracked; cash and credit card.
3. A narrative that clearly demonstrate Offeror's ability and willingness to meet response and scheduled events.
4. Offeror shall thoroughly explain:
 - a. How the Offeror physically plans on attending pre-scheduled meetings.
 - b. How the Offeror plans on ensuring accessibility and availability during the term of the Agreement.
5. Provide details of Offeror's processes related to recruitment, hiring and retaining employees.
6. Provide details of Offerors safety training program for their staff.

END EXHIBIT 2

EXHIBIT 3, COMMISSION STRUCTURE
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3.01 VALET SERVICE FEE

- A. Commission percentage will be ____% on Gross Receipts of invoice less sales tax due to the facility for specific events when valet service fees are paid by the contracted Licensee of the Facility. Valet service to be charged as a per car price depending on the length of the event. Valet drivers keep their tips.
- B. Commission percentage will be ____% on Gross Receipts of invoice less sales tax due to the facility for individual vehicle owner paid valet services per vehicle. Price per vehicle must be approved by the County as a per vehicle rate depending on the length of the event. Valet drivers keep their tips.
- C. Provider of valet services for specific events at a facility when FREE valet service is required. The rate would be a per vehicle rate depending on the length of the event and be negotiated prior to event. Valet drivers keep their tips.

3.02 PARKING SERVICE FEE

- A. Commission percentage will be ____% on Gross Receipts of invoice less sales tax due to the facility for specific events when the parking fees will be paid by the contracted licensee of the facility via direct payment or alternate source. The rate will be hourly or a per vehicle rate depending upon the event and approved by the Facility and negotiated. If hourly, supervisor of parking to be billed at a higher hourly rate than other parking staff.
- B. Commission percentage will be ____% on Gross Receipts of invoice less sales tax due to the facility for specific events when the vehicle owner pays for parking. Price must be approved by the County as a per vehicle rate depending on length of event. Offeror is responsible for paying the sales tax.
- C. Provider of parking services for specific events at a facility when the contracted licensee is not charging for parking service. Licensee will pay either an hourly rate or a flat management fee.

END EXHIBIT 3