

## **REQUEST FOR PROPOSAL #15-1630CP CONCESSION SERVICES AT JIGG'S LANDING**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to operate, manage, supervise, vend, clean and secure facilities and equipment listed in Section B-Scope of Services in addition to those items that may be mutually agreed upon as appropriate for public use in a park setting, while maintaining the parking area, grounds and buildings at the property known as Jigg's Landing.

To insure that all prospective Proposers have sufficient information and understanding of the County's needs, a **Non- Mandatory Site Visit and Information Conference** will be held **JUNE 1, 2015 at 10:00A.M.** at **Jigg's Landing** 6106 63<sup>rd</sup> Street East, Bradenton, Florida 34203. All Proposers are encouraged to attend this information conference.

**DEADLINE FOR CLARIFICATION REQUESTS:** **JUNE 12, 2015 at 5:00 P.M.** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

**TIME AND DATE DUE:** Proposals will be received until **JUNE 29, 2015 at 4:00 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

### **TABLE OF CONTENTS:**

Section A: Information to Proposers	Pages 2-8
Section B: Scope of Services	Page 9-13
Section C: Form of Proposal	Pages 14-17
Section D: Selection	Pages 18-19
Section E: Negotiation of the Agreement	Page 20
Proposal Signature Form	Attachment A
Environmental Crimes Certification	Attachment B
Insurance and Bonding Requirements	Attachment C

**Important Note:**    **A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:  
Christine Pearson, Contracts Negotiator  
(941) 749-3037, Fax (941) 749-3034  
Email: [Christine.pearson@mymanatee.org](mailto:Christine.pearson@mymanatee.org)  
Manatee County Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE: 

## **SECTION A: INFORMATION TO PROPOSERS**

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

### **A.01 OPENING LOCATION**

These proposals will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

### **A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS**

Request For Proposals on <http://www.mymanatee.org>

Request For Proposal documents and the Notices of Intent to Award related to those Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may access these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the Chambers website: <http://www.Manateechamber.com>. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

### **A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS**

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not

be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

#### **A.04 CLARIFICATION & ADDENDA**

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

**DEADLINE FOR CLARIFICATION REQUESTS: JUNE 12, 2015 at 5:00 P.M.** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

#### **A.05 SEALED & MARKED**

Manatee County requires a total of seven copies of your proposal to be submitted in one sealed package. The contents of your sealed package shall include: **One signed Original (marked Original) and Five (5) Copies (each marked Copy) and One (1) Electronic copy.** The electronic copy shall be in a pdf format and submitted on a CD or USB flash drive which is non-returnable. ***All seven copies of your proposal shall be identical.***

Your entire proposal package shall be submitted in one sealed package addressed from your company (name and address) and clearly marked on the outside **"Sealed Proposal #15-1630CP Concession Services at Jigg's Landing"** and addressed to:

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

#### **A.06 LEGAL NAME**

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

#### **A.07 PROPOSAL EXPENSES**

All expenses for making proposals to the County are to be borne by the Proposer.

#### **A.08 EXAMINATION OF OFFER**

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

#### **A.09 DISCLOSURE**

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

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that the County would provide and at a cost that does not exceed the cost provided in F.S. Chapter 119, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of successful Proposer upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the County in a format this is compatible with the County's information technology systems.

#### **A.10 ERRORS OR OMISSIONS**

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

#### **A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS**

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

#### **A.12 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

#### **A.13 APPLICABLE LAWS**

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code Chapter 2-26.

#### **A.14 CODE OF ETHICS**

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

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

#### **A.15 COLLUSION**

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and

- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

#### **A.16 PUBLIC ENTITY CRIMES**

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

In addition, Manatee 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 Purchasing 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, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment "B" and submit with your proposal.**

#### **A.17 LOBBYING**

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

#### **A.18 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby

notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

#### **A.19 AMERICANS WITH DISABILITIES ACT**

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

#### **END SECTION A**



## **SECTION B: SCOPE OF SERVICES**

### **B.01 BACKGROUND AND INTRODUCTION**

Manatee County is a growing Florida county located on the southwest coast and consists of 15 miles of coastline on the Gulf of Mexico and 743 square miles of land. Manatee County is home to over 353,000 residents and attracts more than 2.8 million visitors each year. Visitation has been steadily increasing at nearly 4% per year to the area.

The preserve at Jigg's Landing is located in the thriving east side of the County, just west of Interstate 75 off Caruso Road. The site address is 6106 63<sup>rd</sup> Street East, Bradenton. Jigg's Landing is located on the Ever's Reservoir and the Braden River offering many outdoor recreational activities including freshwater fishing, picnicking and canoeing.

Jigg's Landing was extensively renovated in 2010 and is well known for its 24 hour accessible boat ramp allowing boaters to launch directly into the Braden River. The renovations include the following amenities:

- Picnic pavilions
- Boardwalks
- Concession Stand
- Cooking Grilles
- Wildlife viewing areas
- Dock
- Nature-Themed playground
- ADA accessible canoe/kayak launch
- Boat ramp with Boat trailer parking lot
- Small historic cabin representation
- Shower house with rest rooms

Manatee County anticipates awarding an initial two (2) year agreement for the concession at Jigg's Landing to provide services and operations in an effort to promote a positive recreational experience with possible renewals.

### **B.02 SCOPE OF SERVICES**

#### **General Operating Requirements:**

- Operate the concession to the benefit of the general public beginning within thirty (30) days from the date of executed contract including but not limited to cabin rentals, kayak/canoe rentals, small motor boat rental, bait & tackle sales, sundry and snack shop.
- Concessions must be operated at a minimum of four (4) days per week. Operating hours to be negotiated. The minimum days of operation are Thursday through Sunday. Additional days may be added as operations expand.

- The County reserves the right to offer tours and hold special events at the park. These tours or events will be coordinated with the selected Proposer to minimize any impact on their operation.
- Maintain all areas on grounds as specifically negotiated. Maintain restrooms and showers. Nightly disposal of all trash and litter, clean and maintain all grills on an as needed basis and clean and/or maintain all other equipment, not listed, as required. Selected Proposer will need to purchase and provide own cleaning equipment, supplies and materials.
- The selected Proposer shall perform all work without the use of sub-contractors, unless written permission is received and approved by the County. A Subcontractor shall be considered any individual, partnership or corporation supplying materials or services for work under subcontract to the selected Proposer. The County may ask subcontractors to provide appropriate experience, references, and insurance. The County reserves the right to refuse any proposed subcontractors.
- Any website and social networking sites created by and operated by the selected Proposer referencing the operations at Jigg's Landing shall be monitored and approved by the County for content prior to use.
- The selected Proposer must, as a representative of the County, conduct operations in a professional manner at all times.
- All charges for utilities applicable and specifically measured will be the responsibility of the selected Proposer.
- The selected Proposer shall not erect or post signs, banners, and promotional material without the prior written approval of the County. Permits may be required for such activities. Obtaining of all permits shall be the responsibility of the selected Proposer.
- All advertising, marketing and signage shall be the responsibility and expense of the selected Proposer.
- The selected Proposer is required to maintain the prescribed level of insurance at all times throughout the term of the agreement and any subsequent renewals.
- The selected Proposer shall provide a Point of Sale (POS) System for the operation.
- Any County-provided equipment as well as any selected Proposer-installed permanent fixtures will become the property of the County at expiration and/or termination of the Agreement.
- The selected Proposer will have access to the parking currently available on the premises in designated areas.

#### **Staffing Requirements:**

- The selected Proposer shall select, employ, and train personnel, who shall, at all times, conduct themselves in a professional and courteous manner.
- Staff of the selected Proposer shall be recognizable to the general public. All uniforms shall be approved by the County prior to operation of the concession.
- The selected Proposer shall be responsible for the discipline and, if necessary, discharge of any and all personnel working in this operation.
- The amount of staff must be able to meet the needs of the public.

- The County reserves the right to perform background checks on the selected Proposer and the staff at its sole discretion.

### **Concession Requirements:**

- The selected Proposer shall operate a concession offering the following amenities to the public:
  - Coordination of rental of cabins located on the site (rates set by the County)
  - Kayak/Canoe/Paddleboard rentals (rates approved by the County)
  - Sale of bait and tackle
  - Sale of sundry items
  - Sale of pre-packaged food items
  - Coordinate and service County lease kayak storage bins (when/if available and rates are to be set by the County)
  - Operate a seasonal tour boat (optional)
  - Small motor boat rentals-5 HP outboard motors (optional)
- The County reserves the right to expand the scope of services with the mutual agreement of the selected Proposer.
- Application for permission to sell beer and wine may be considered at a later date with the approval of the Board of County Commissioners.
- All products and services offered shall be of excellent quality and adequate quantity and offered at reasonable prices.
- All proposed products, services and pricing shall be reviewed and approved by the County. Any product and price changes must be submitted in writing to the County for review and approval.

### **Watercraft Safety Requirements:**

- The selected Proposer shall be required to rent kayaks/canoes, paddles and personal floatation devices (PFDs) to the public. Equipment shall only be rented to individuals at least 21 years of age. In addition, the selected Proposer may provide pontoon boat ride tours. Children under the age of 18 years are required to wear a PFD at all times.
- All services shall be performed in accordance with applicable federal, state and local regulations, statutes, and ordinances, including provisions for all safety related equipment as required and approved by the U.S. Coast Guard.
- The selected Proposer shall be fully responsible for obtaining all required licenses and permits.
- Keeping renters safe while engaged in activities relating to this business will be of the highest priority. The selected Proposer shall take the necessary safety precautions to ensure that the public and environment are protected. The selected Proposer will have at a minimum, one staff on duty, at all times, with CPR and First Aid certification. A medical kit is to be on premises at all times and shall be inventoried and replenished accordingly on a regular basis to ensure adequate stock is on hand at all times. A CPR certified staff member will be deployed in instances where a patron is too sick to paddle, injured, or

otherwise debilitated while operating the rented equipment. A retrieval boat with a motor must be available at the site at all times.

- The selected Proposer shall report of all accidents or incidents to the County immediately after occurrence.
- Manatee County requires that the selected Proposer close the selected Proposer's operation whenever severe storms or other climatic, health or structural related hazards make human health or safety a concern. If the closure is for an extended period of time, the parties may negotiate a pro-rated reduction in the rental payment due to the County.
- The selected Proposer shall provide each patron with a detailed rental agreement, approved by the County. The rental agreement shall be signed by prior to commencement of services. All signed rental agreements must be kept on file.
- Instruction or education in equipment operation as well as waterway rules and regulations must be provided to patrons at the time of rental.
- The selected Proposer shall be responsible for all maintenance and repair of all rental equipment; and shall not rent any equipment that is damaged, in need of repair, or compromised in any way.
- All rental equipment used shall be marked with the name or logo of the selected Proposer. The markings shall be plainly visible and legible.
- The selected Proposer shall be responsible for transportation, setup, assembly, and securing all rental and related equipment. All rented watercraft are to be portaged in and out of the launch area and removed from the facility daily. No equipment, supplies or any other related items shall be left in the water, parking lot, or any other area of the facility overnight.

#### **Audit and Site Visit Requirements:**

- The selected Proposer must maintain proper financial records and provide full access to County upon request. The County will provide the selected Proposer with a minimum of ten (10) business day notice prior to any audit conducted by the County. The selected Proposer is required to maintain, at its sole expense, accurate financial records including but not limited to:
  - Revenue and expense reports
  - Florida State Sales Tax returns
  - Federal Payroll Tax returns
  - Any recorded ledgers
  - Personnel records
  - Contracts with sub-contractors and suppliers
- The selected Proposer shall submit monthly revenue reports, quarterly balance sheets and annual accounting.
- The selected Proposer shall provide the County with copies of the Florida State Sales Tax returns and Federal Payroll returns accompanied by evidence of payment.

**County Contributions:**

- The County will maintain the docks, boat ramp and the exterior of the buildings in good working order. Daily maintenance will be the responsibility of the selected Proposer.
- The County may purchase and install certain equipment for the development of a completely operational “fish camp and outfitter” store.
- Provide initial furnishings for the rental cabins.
- The County is willing to consider waiving a portion of the compensation to the County for up to the first twelve (12) months of the Agreement. The selected Proposer will be required to provide the County with a percentage of revenue from the rental of the cabins for maintenance. Percentage of revenue to be determined by the County.

**END SECTION B**

## **SECTION C: FORM OF PROPOSAL**

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.03**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D. Selection.

### **C.01 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED**

To qualify for any consideration, the Proposer(s) must present proof of ability to meet the requirements for any licensing or certification which will be required by law to perform the services set out in the scope of services required in this RFP.

Proposals may be presented by a single business entity, individual, a joint venture, or partnership.

Prior to any consideration of the responses to the criteria in this Request for Proposal, Proposers are to document in their Proposals that they have the following experience:

#### **MINIMUM EXPERIENCE TO BE CONSIDERED**

Proposers shall have substantial, current and verifiable experience in performing or overseeing the performance of the services described within the scope of services set forth herein. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications for those areas the entity intends to perform.

If subcontractors are to be used in your proposal given to meet the minimum qualifications detail the business entities, description of the service provided, and responses in the same level of detail and tabbed order as instructed in this Request for Proposal for the Proposer.

To validate experience, expertise and capabilities, Proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

- a. Name and location of the Client and the project, the year of performance and the date the project was fully operational and accepted. The specific details of the project including the components and subcontractors utilized.

## **MINIMUM EXPERIENCE TO BE CONSIDERED (Continued)**

Specify the name, title and telephone number for the Clients contract manager for the project;

- b. Names of your firm's staff and their direct involvement in the project;
- c. Names and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and
- d. Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered by the evaluation committee.

## **C.02 ADMINISTRATIVE SUBMITTAL**

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment B).

## **C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)**

Note: Tabs are required to identify each item defined in this Section.

- C.03.1 Provide a description of each Proposers' **background** and size of previous or present operations managed. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the services enumerated in this Request for Proposal.
- C.03.2 Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting Proposer(s)**. Please include a discussion of the employment, subcontracting, and support services contracting which would be procured within Manatee County.
- C.03.3 Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.
- C.03.4 Identify each **principal of the firm (if applicable) and other "key personnel"** who will be professionally associated with the County. Do not

include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name
- Title
- Professional credentials
- Area of expertise, individual's roles and duties in providing services
  
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel

- C.03.5 **Local Office, Procurement, Hiring.** Gaining maximum economic impact is paramount. Proposer(s) should therefore describe whether the managing office will be located within the County, and detail what plans and policies will be adopted to help ensure County citizens receive preferential consideration for employment, and vendors located within the County will be used as suppliers of goods and services needed to perform the scope of services.
- C.03.6 Disclose **any ownership interest in other entities** involved in similar services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- C.03.7 Provide a **statement of qualifications** that includes Proposer's credentials and experience in providing, operating and maintaining facilities and programs as outlined in the scope of services.
- C.03.8 Provide a **detailed project approach** including the proposed strategy of the structures will be utilized in providing the services described herein. Include anticipated resources, including staffing levels, technology and equipment.
- C.03.9 Provide a **staffing plan** which details all staffing needs Proposer(s) believe will be required to perform the programs and services proposed in the submitted proposal.
- C.03.10 Provide a **two year financial plan** for the Jiggs Landing operations listing major revenue streams for all services that you feel are compatible with that location. Indicate quantities of equipment needed and storage areas for same, as well as any other services you might want to introduce (like



bicycles or other conveyances) that might be beneficial to the visiting public at that location. Included all anticipated revenues and expenses, including personnel costs for each month.

- C.03.11 Provide a **compensation plan**. This can include a monthly amount or a percentage of gross sales or a combination of both.
- C.03.12 Provide a **comprehensive listing of suggested pricing and proposed services and products** for all food, drink and sundry items to be offered at the Concession. The proposed menu should demonstrate quality, sustainability, and affordability with a goal of minimizing waste and packaging while offering healthy options. The services and products offered should meet or exceed the needs of park users.
- C.03.13 Manatee County is deeply committed to respecting the environment. Therefore, the proposal should include a **detailed description of the Proposer's environmentally friendly practices**. Practices may include, but are not limited to menu design, the employment of energy efficient and water conservation measures, and the use of environmentally friendly cleaning products and waste management practices.
- C.03.14 Provide a preliminary **health and safety plan** and provisions for each service contemplated for offering at this site.
- C.03.15 To ensure that area environmental program goals are met, a County environmental and natural resources program manager and his family live on the property. Their presence lends a degree of overnight security but is not their primary purpose for being there.

Considering the public will be renting cabins overnight, explain in detail, your plan for handling overnight customer emergencies and needs. How will you provide on-site care, service and security, which might include stationing a recreational vehicle with an "onsite care-taking couple" as a trade-off for free RV space or other such arrangements to meet the needs of the public.

### **END SECTION C**

## **SECTION D: SELECTION**

### **D.01 EVALUATION FACTORS**

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied will be: (1) the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner possible, (2) the legal, technical and financial capabilities of Proposer(s), and (3) the experience of Proposer(s).

These evaluation factors shall determine the successful proposal.

### **D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS**

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

### **D.03 PRELIMINARY RANKING**

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

### **D.04 REVIEW OF PROPOSERS AND PROPOSALS**

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

### **D.05 SELECTION FOR NEGOTIATION**

The evaluation committee will make a recommendation to the County Administrator as to the proposer which the County should enter into negotiations. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer will be invited to enter negotiations led by the Purchasing Division.

#### **D.06 AWARD**

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

**END SECTION D**

## **SECTION E: NEGOTIATION OF THE AGREEMENT**

### **E.01 GENERAL**

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

### **E.02 AGREEMENT**

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

**END SECTION E**

**ATTACHMENT A**

**PROPOSAL SIGNATURE FORM  
RFP #15-1630CP**

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Web Address

\_\_\_\_\_  
Print Name & Title of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date Signed

Acknowledge Addendum No.	_____	Dated:	_____
Acknowledge Addendum No.	_____	Dated:	_____
Acknowledge Addendum No.	_____	Dated:	_____

## ATTACHMENT B

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

#### SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PURCHASING 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 the Manatee County Board of County Commissioners 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 the 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 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 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 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 the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the 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 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 \_\_\_\_\_, 200\_\_\_\_ by \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[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 C

### INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>100,000</u> single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. <input checked="" type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting 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, successful bidder shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.</p>



Insurance / Bond Type	Required Limits
	<p>d. <input checked="" type="checkbox"/> Pollution \$ <u>1,000,000</u> per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability \$ <u>1,000,000</u> per claim and in the aggregate</p> <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul> <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "<b>Builder's Risk</b>" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input checked="" type="checkbox"/> Watercraft \$ <u>1,000,000</u> per occurrence</p>
6. <input type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount. \$ _____

Reviewed by Risk: 

## **INSURANCE REQUIREMENTS**

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

**Builder's Risk Coverage.** The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

**Excess Policy or Umbrella.** An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

**Subcontractor's Public Liability and Property Damage Insurance.** The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

**Waiver of Subrogation.** Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

**Worker's Compensation Insurance.** The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

**By way of its submission of a bid hereto, bidder:**

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

**Certificate of Insurance Requirements:**

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it must comply with the following:
1. The "Certificate Holder" shall be:  
**Manatee County  
Board of County Commissioners  
Bradenton, FL  
IFB# insert IFB #, insert IFB title  
For any and all work performed on behalf of Manatee County.**
  2. Certificate shall be mailed to:  
**Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
Attn: insert name, insert title**

**BONDING REQUIREMENTS**

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

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

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

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

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

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

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

**BIDDER'S INSURANCE STATEMENT**

**THE UNDERSIGNED** hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

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

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Please return this completed and signed statement with your bid.***