



REQUEST FOR PROPOSAL (RFP) #11-0292DC  
WATERCRAFT and BICYCLE RENTAL CONCESSIONS  
AT VARIOUS COUNTY RECREATION AREAS

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida for the purpose to furnish and operate various concessions as described in this Request For Proposal.

**INFORMATION CONFERENCE & SITE VISIT**

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an information conference will be held **November 18, 2010 at 2:00 P.M.** at the **Manatee County Administrative Building, 1112 Manatee Avenue West, 4<sup>th</sup> Floor Manatee Room, Bradenton, Florida.**

**DEADLINE FOR CLARIFICATION REQUESTS:** **November 29, 2010 at 5:00 P.M.**

**TIME AND DATE DUE:** **December 8, 2010 at 3:00 P.M.** at the Manatee County Administrative Building, 1112 Manatee Avenue West, Purchasing Office, Suite 803, Bradenton, Florida 34205.

**Important Note regarding Lobbying County Officials or Staff**  
**Please review and comply with paragraph A.18 to avoid violation**  
**and possible sanctions for Lobbying Violations.**

FOR INFORMATION CONTACT: **DEBORAH CAREY-REED**  
(941) 749-3074 FAX (941) 749-3034  
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AUTHORIZED FOR RELEASE: 



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## **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, 1112 Manatee Avenue West, 8th 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**

**Bids and Proposals** on <http://www.mymanatee.org>

Proposal documents and the Notices of Source Selection 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 view and print 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 it.

**Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

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 "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County. Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

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

### **A.03 PROPOSAL FORM DELIVERY REQUIREMENTS**

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 office 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 Office. 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.

### **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 Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum 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 Office at 941-748-4501, Ext. 3042 to determine if addenda were issued and to make such addenda a part of the proposal.

### **DEADLINE FOR CLARIFICATION REQUESTS**

**November 29, 2010 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 Proposals to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders or proposers.

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

**One signed Original (marked) and six (6) copies** of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #11-0292DC Watercraft and Bicycle Rental Concessions**" and addressed to:

Manatee County Purchasing  
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 shall 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**

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071. **No review of the proposal documents shall be conducted at the public opening of the proposals.**

**A.10 ERRORS OR OMISSIONS**

Once the proposal is submitted, the County shall not accept any request by any proposer to correct errors or omissions in the proposal. No changes shall be allowed until a selection is made and contract negotiations actually begin.

**A.11 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. **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.** 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.12 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 of Laws 2-26, as amended. Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Chapter 2-26-61 of the Manatee County Code of Laws.

A protest with respect to this Request For Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

#### **A.13 CODE OF ETHICS**

With respect to this proposal, if any proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Code of Laws, Article III, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a proposal will be truthful. If a proposer is determined to be untruthful in its proposal or any related presentation, such proposer may be disqualified from further consideration regarding this Request For Proposal.

#### **A.14 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;

**A.14 COLLUSION** (cont'd)

- 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.15 PROPOSAL FORMS**

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

**A.16 PUBLIC CONTRACTING AND ENVIRONMENTAL 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 (as of 7/1/2010 is \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, the Manatee County Code of Laws 2-26 Article V prohibits the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose. **Proposer is to complete Attachment "B"**.

**A.17 DRUG FREE WORK PLACE**

Drug Free Workplace Program: Manatee County Board of County Commissioners adopted a policy regarding maintaining a Drug Free Workplace. Proposers are asked to review the attached certification and provide either a completed certification of compliance with the program or describe your firm's policy or program as it relates to maintaining a drug free workplace. This response will be considered with the other criteria described herein. **Proposer to complete Attachment "A"**.

**A.18 LOBBYING**

After the issuance of any Request For Proposals, 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 Proposals with any officer, agent or employee of Manatee County other than the Purchasing Manager or as directed in the Request For Proposals. This prohibition begins with the issuance of any Request For Proposals and ends upon execution of the final contract or when the request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Procurement Code.

**A.19 EQUAL EMPLOYMENT OPPORTUNITY**

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, 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, creed, sex, age or national origin in consideration for an award.

**A.20 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.

**A.21** **BE GREEN**

All Proposers are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability as an attachment to your proposal.

## **SECTION B: 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 B.01 through B.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 shall be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section C: Selection.

### **B.01 MINIMUM QUALIFICATIONS**

- a. **Watercraft proposer** is required to have a minimum of three (3) years of proven experience in operating a kayak and/or canoe venture within the immediate past five (5) years. **Bicycle concession proposer** shall have a minimum of three (3) years of proven experience operating any type concession venture.
- b. Proposer shall possess all equipment, any and all required licenses, permits, etc., under the appropriate federal, Florida state, and local laws and regulations, and certifications.
- c. If the proposer is relying on any acquisition or merger for meeting the minimum qualifications requirement, the proposer shall clearly disclose such acquisition or merger in their proposal submittal. The proposer shall clearly explain how the acquisition or merger meets the minimum qualification.

### **B.02 ADMINISTRATIVE SUBMITTALS**

- a. Proposal Signature Form
- b. Drug Free Work Place Certification (Attachment A)
- c. Public Contracting/Environmental Crimes Certification (Attachment B)

### **B.03 INFORMATION TO BE SUBMITTED**

- a. Provide an explanation of the business entity which you represent, your firm's background and size. Specify the legal status of your business entity which would be bound by a contract, should your firm be selected: company or corporation; subcontractor roles; and if a joint venture, include the specific experience that the joint venture partners have working together on similar project.
- b. Describe any changes in the mode of conducting business your firm has made in the past five (5) years, including any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings. Disclose any such changes that are currently in progress.

- c. Disclosure of **any ownership interest** in other entities involved in this type venture which may be potential participants 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.
- d. Disclosure of any circumstance in which any of the proposer's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the proposer's firm and who are also active in any other entity which provides this type venture. Provide names of each individual, the position held and the entity's name, and the circumstances.
- e. Submit a narrative explaining the **direct economic benefit to Manatee County** to be realized by selecting your firm. During the term of this contract, detail the employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.
- f. Specify the physical office location of the business entity detailed above who is submitting this proposal. Identify the primary location which your principal and key personnel will be located; list the key personnel at this location. For the remaining key personnel, detail at what location(s) they will work from and how they will provide management of service or supply support from their locations.
- g. Disclose any pending lawsuits and/or past **litigation** relevant to this type venture that has been filed against the proposer. Proposer shall provide a statement that this firm is not insolvent, it is not in bankruptcy proceedings or receivership, nor is engaged in or threatened with any litigation, arbitration, or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on the proposer's ability to perform its obligations under this contract.
- h. **Financial Statement** – Proposer shall submit a financial statement (profit and loss statement and balance sheet) for the preceding calendar or fiscal year. Provide most recent three (3) years of tax returns. Provide your firm's financial information from at least one bank or lending institution that would indicate the resources necessary to initiate and maintain this proposed venture. The County reserves the right to request additional financial information that would allow the County to evaluate the sufficiency of financial resources and the ability of the proposer to sustain performance of this venture.
- i. Provide a minimum of five (5) **references** with knowledge of your firm's contract performance with local government entities or private sector entities. References shall be employees in senior level management positions with direct knowledge of contract performance.
- j. Provide a **list of the contracts** your firm has obtained within the past three (3) years, indicating the type of services provided and the locations. Provide a list of the contracts your firm has lost in the past three (3) years and state the reasons for the loss and the location. Include the name and location of the firm, a description of the contract, the dates of service, and the name(s) and telephone numbers of the contact person(s).

- k. Provide an **organizational chart** of your firm stating the names of the firm's management and supervisory personnel to be assigned to this venture. Provide a resume for each of your key personnel. Include job descriptions and certifications.
- l. Provide a **manning level statement** for your organization, detailing how many employees work for your firm at any one time, including temporary, seasonal, and part-time employees. List the ratios of full-time employees to part-time, temporary and seasonal employees.
- m. Provide a list of **subcontractors** that may be used, highlighting local (Manatee County locale) subcontractors. Identify each individual on your team and provide the following information: Name, title, telephone number, office address, email address, and a brief description of the individual's role and duties for this venture, and individual resume.
- n. Provide a specific description of the **capital investment** to be made in relation to the purchase of equipment needed to fulfill the requirements of this venture and how the capital investment is being financed.
- o. Provide a **descriptive list and pictures of all equipment** (quantity, age, condition) to be provided and maintained exclusively by your firm, i.e., watercrafts, paddles, personal floating devices (PFD) and other safety related equipment, etc., to be used in operation of this venture. Include a statement detailing the source from where the equipment will be made available (i.e., new or pre-owned purchase, transfer from other firm or service location, etc.). Identify the location where your equipment will be stored and maintained.
- p. Proposer shall provide a revenue sharing proposal indicating a flat monthly fee, and profit sharing if applicable, that will be paid to Manatee County for the Monthly License Fee. Also, a financial plan including anticipated sales and expenses to be provided shall be included within a three-year **projected budgetary plan**.
- q. Provide an **operational** implementation plan describing the standard hours of operations plus expected seasonal variances explicitly describing the commencement and duration of such variances for each site. Include staffing considerations, site setup, take down, and portage plan.
- r. Provide a comprehensive listing of suggested pricing for all rental equipment and materials to be offered. **Include a sample rental agreement** listing all terms and costs of the rental and any conditions which would create additional costs or liabilities to the renter (late returns, damages to watercraft, etc.).
- s. Detail the time required from the date of execution of an agreement to the commencement of service to begin your operations.
- t. State your firm's understanding of the needs and preferences of the patrons which make use of these facilities. In written narrative, provide compelling illustration of **your firm's understanding of this service** commitment and your capacity to adapt business operations to the needs of patrons in both high and low volume seasons.

- u. Provide a comprehensive description of your firm's policies and procedures concerning **customer service** and for handling **customer complaints**. Include specific examples of how your firm has been proactive in other contracts in reducing customer complaints and increasing the quality of service provided. Describe in detail how your firm monitors customer complaints and quality of service to ensure compliance with policies and procedures.
- v. Submit any additional information which would assist the County in the evaluation of your proposal.

NOTE: The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the Scope of Services as generally outlined herein.

## **SECTION C: SELECTION**

### **C.01 EVALUATION FACTORS**

Evaluation factors are the offered and perceived ability of the proposer to perform the Scope of Services as stated in this Request For Proposal. The County will be seeking to identify the proposal(s) which provide the **highest and best** solution to operate the ventures as determined from the proposal responses and subsequent investigation by the County.

The County reserves the right to base its final selection in part on the type of unit that the concessionaire proposes to use. The County may not accept an inappropriate unit that is not suited for the type of function specified herein; does not have sufficient equipment to maintain operation; or, is not consistent with the aesthetic goals of the facility.

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

No weight has been assigned to the Evaluation Factors stated above.

Highest shall be determined by the highest compensation to the County in the form of a Monthly License Fee for the rights as concessionaire at the County's facilities. Best shall be determined by the consideration of all the responses to Section B.03 and any subsequent investigation.

The County's evaluation of proposals will include the following criteria:

- Compensation Plan – Monthly License Fee
- Project Approach
- Qualifications and experience
- Financial resources

### **C.03 PRELIMINARY RANKING**

A Selection Committee may determine from the responses to **Section B: Form of Proposal** of this Request for Proposal and subsequent investigation as necessary, the Proposers most susceptible of being selected for award.

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

Review may be conducted with responsible Proposers who may be reasonably susceptible of being selected for award, for the purposes of clarification to assure full understanding of and conformance to the solicitation requirements, the abilities of the Proposer, and the proposal submitted.

Firms responding to this Request for Proposal shall be available for presentation/interviews, to the Selection Committee upon notification from the Purchasing Office at a time and date determined by the County.

**C.05 SELECTION FOR NEGOTIATION**

The proposer whose ability and proposal is determined to be the highest and best proposal most advantageous to the County, taking into consideration the evaluation factors set herein, shall be recommended to the County Administrator for authorization to negotiate an agreement for the stated Scope of Services.

The recommendation or selection of a proposer for negotiation shall not be construed as vesting any contractual or other rights of any nature in the proposer.

**C.06 AWARD**

Award(s) is subject to the successful negotiation of an agreement and the approval and authorization of an executed agreement by the Board of County Commissioners or their designee.

Award is designated for each concession, per location. Proposer can bid one or multiple locations. Award may be for one, some, or all of the concessions.

**WATERCRAFT CONCESSION LOCATIONS:**

- Exhibit A-1: **Tom Bennett Park** (undeveloped), central Manatee County adjacent to I75, Bradenton
- Exhibit A-2: **Hidden Harbor (Ft. Hamer)**, 1605 Ft. Hamer Road, Parrish, FL
- Exhibit A-3: **DELETE**
- Exhibit A-4: **Warner Bayou Boat Ramp**, 5800 Riverview Blvd, Bradenton
- Exhibit A-5: **Highland Shores Boat Ramp**, 353 Shore Drive, Ellenton, FL
- Exhibit A-6: **Robinson Preserve**, 1704 99<sup>th</sup> Street Northwest, Bradenton, FL
- Exhibit A-7: **Emerson Point Preserve**, 5801 17<sup>th</sup> Street West, Palmetto, FL
- Exhibit A-8: **Jigg's Landing Preserve**, 6106 Braden River Road, Bradenton

**BICYCLE CONCESSION LOCATIONS:**

- Exhibit A-6: **Robinson Preserve**, 1704 99<sup>th</sup> Street Northwest, Bradenton, FL
- Exhibit A-7: **Emerson Point Preserve**, 5801 17<sup>th</sup> Street West, Palmetto, FL
- Exhibit A-8: **Jigg's Landing Preserve**, 6106 Braden River Road, Bradenton
- Exhibit A-1: **Tom Bennett Park** (undeveloped), central Manatee County adjacent to I75, Bradenton

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

### **D.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.
- 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.

### **D.02 CLARIFICATION**

The proposer shall provide a simple table clearly indicating which locations and for which concessions they are proposing. Example:

<b>LOCATION</b>	<b>KAYAK / CANOE</b>	<b>BIKE</b>
Snooty Pier	\$2000	\$500
Lady Sea	\$1000	No offer
Joey Recreation	N/A	\$100
Tranquil Lake	\$500	\$1000

Award may be for one, some, or all of the proposed concessions.

### **D.03 AGREEMENT**

The selected proposer(s) shall be required to negotiate an agreement in a form and with provisions acceptable to Manatee County. The negotiated agreement will be for a term of two years or longer from the effective date of the agreement with the possibility of extension for two consecutive two-year periods up to an aggregate total of six years (or longer) at the sole discretion of the 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 negotiated agreement will be presented as the best offer for consideration of award and execution. The County shall determine if award of the agreement is to be: (a) considered; or (b) rejected and direct further negotiations; or (c) rejected and terminate negotiations; or (d) accepted, authorizing the County Administrator or designee to execute the agreement.

### **D.04 PERFORMANCE BOND**

The successful bidder shall furnish a surety bond as security for faithful performance of the contract awarded. Bonds shall be in the amount of \$10,000 issued from a duly authorized and nationally recognized surety company, authorized to do business in the state of Florida and satisfactory to Manatee County.

## **SECTION E: SCOPE OF SERVICES**

### **E.01 PURPOSE**

Manatee County is accepting proposals from qualified companies or individuals for the purpose of providing, operating, and managing a small, transportable, fully self-contained concessions for rental of watercraft and other related/approved equipment (i.e., kayaks, canoes, bicycles) at various recreational facilities. The concessionaire shall supply all equipment, labor, personal floating devices (PFD), whistles, Visual Distress Signals, seats, paddles, helmets, materials, permits, and incidentals necessary for the complete operation of this venture and is responsible for all licenses, fees, and taxes associated with this venture. It is the goal of Manatee County to provide patrons an opportunity to enjoy a passive recreational experience in the designated facilities.

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 concessionaire shall maintain continual adherence to all terms and conditions included herein, all applicable laws and regulations, and shall take the necessary safety precautions to ensure that the public and environment are protected.

There is no guarantee of profitability to the concessionaire. All expenses and losses are to be borne exclusively by the concessionaire. Contract award may result in one or more firms being chosen based on Evaluation Factors for the highest and best proposal.

### **E.02 BACKGROUND**

Manatee County expects that this Request For Proposal will result in an agreement(s) to operate the concession(s) as intended and as specified herein, for a period of two years or longer, with the possibility of extensions of up to an aggregate total of six (6) years or longer, with decision being at the sole discretion of the County.

Description of location and available amenities and other information is delineated in attached Exhibit A and locations identified on the attached aerial map by an alpha designation. Successful proposer(s) shall stay within their designated area of operation and shall not conduct business from any area other than area(s) designated in their negotiated agreement.

The following County facilities are available for the watercraft rental service:

- Exhibit A-1: **Tom Bennett Park** (undeveloped), Bradenton
- Exhibit A-2: **Hidden Harbor (Ft. Hamer)**, 1605 Ft. Hamer Road, Parrish, FL
- Exhibit A-3: **Delete**
- Exhibit A-4: **Warner Bayou Boat Ramp**, 5800 Riverview Boulevard, Bradenton
- Exhibit A-5: **Highland Shores Boat Ramp**, 353 Shore Drive, Ellenton, FL
- Exhibit A-6: **Robinson Preserve**, 1704 99<sup>th</sup> Street Northwest, Bradenton, FL
- Exhibit A-7: **Emerson Point Preserve**, 5801 17th Street West, Palmetto, FL
- Exhibit A-8: **Jigg's Landing**, 6106 Braden River Road, Bradenton, FL

The following County facilities are available for bicycle rental service:

Exhibit A-6: **Robinson Preserve**, 1704 99<sup>th</sup> Street Northwest, Bradenton, FL

Exhibit A-7: **Emerson Point Preserve**, 5801 17<sup>th</sup> Street West, Palmetto, FL

Exhibit A-8: **Jigg's Landing Preserve**, 6106 Braden River Road, Bradenton

Exhibit A-1 **Tom Bennett Park** (undeveloped), Bradenton

### **E.03 REQUIREMENTS**

- a. The concessionaire shall be responsible for transportation, setup, assembly, and securing all rental and related equipment. All rental watercraft are to be portaged in and out of the launch area and removed from the facilities daily. No equipment, supplies or any other related items shall be left on the water, beach, trail, parking lot, or any other area of the Facilities overnight. Watercrafts, bicycles, and/or equipment will be racked so as not to impede any other activities within the boat launch. A retrieval boat with motor must be available at each watercraft site at all times.
- b. The concessionaire shall not install, assemble, or build any type of permanent or temporary structure. Portable shade canopies may be set up on a daily basis during hours of operation, but must be removed at the close of business nightly.
- c. Although concessionaire's operation shall be removed nightly, once the location is established, it is to remain stationary during the day. Any scheduling variations from the minimum required schedule, including closure due to inclement weather, health concern, etc., must be reported to the County as soon as possible.
- d. The concessionaire shall provide each customer with a detailed rental agreement. The rental agreement shall be approved by the County as to terms and conditions, verbiage, and form prior to commencement of services.

The form shall state:

- Total cost of rental, including deposits if required.
  - Any and/all conditions which would create added or additional costs or liabilities to the renter (i.e., damages, late returns, loss, etc.)
  - Renters name and emergency contact information.
  - Signature and verification of safety instruction, rules and regulations, and/or knowledge of watercraft safety.
  - Signature of parent or guardian if renter is under 18 years of age.
  - The provision of these services shall in no way affect the privileges according to the public use of the area or restrain or prevent the public from bringing their own bicycles, canoes, kayaks, or other non-motorized watercraft into the Facilities for their personal use.
- e. The concessionaire must have on file a signed waiver (as approved by Manatee County) from each renter, or their legal guardian if under 18 years of age, which holds the County, its agents, officers, and employees harmless; and, indemnifies the same from any claims relating to the renter's activities on County property which arise from or are in any manner connected with the services provided to the renter under this Agreement. This signed waiver form shall be kept on record for one year.

- f. Instruction or education in equipment operation as well as waterway rules and regulations must be provided to patrons at time of rental.
- g. The County requires that the concessionaire and their employees used in this venture conduct operations in a professional manner.
- h. Concessionaire's staff, employees, and/or agents must be readily identifiable and present a neat, professional image consistent with this type of venue. A company shirt with a logo in clear view, as authorized employees of the company, is the minimum acceptable uniform description.
- i. The concessionaire 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.
- j. All rental equipment used in this venture shall be marked with the name or logo of the concessionaire and have an individual, non-duplicated number. The markings shall be plainly visible and legible.
- k. All outfitting and rigging of kayaks will be conducted on dry land at the designated area. Kayaks and equipment must **not** be left in a position that obstructs free use of the boat launch area.
- l. All proposed products, services, and charges to the public in relation to this venture must be reasonable and appropriate and must be approved by the County.

#### **E.04 GENERAL CONSIDERATIONS**

- a. The image, ambience, and condition of the facilities and equipment being furnished by the concessionaire, and the quality of service provided, shall reflect a favorable image of the County and promote the health, safety, and welfare of patrons.
- b. This is not an exclusive contract. Manatee County reserves the right to host, sponsor or co-sponsor special events in the facilities at which bicycles and/or non-motorized forms of watercraft may be provided by the County or a vendor of the County or event sponsor's choice. Such events will offer the concessionaire(s) first right of refusal for like items and should not interfere with the concessionaire's general provision of services at the designated locations.
- c. The concessionaire shall not permit any use of the contracted premises which, directly or indirectly, is forbidden by law, ordinance, or government regulation which may be dangerous to life, limb, or property.
- d. Hours of operation shall be established with the approval of Manatee County within the open hours of the Facilities. No rentals shall be made within two hours of facilities closing.

- e. The concessionaire understands that the County or its designee reserves the right to audit, examine, and copy any and all books, records, electronic records, and information relating to the operation of the venture during the length of the agreement. All records will be maintained until an audit is completed and any questions arising there from are resolved.
- f. The concessionaire shall provide Manatee County with full access to the concession facility at all times.
- g. The County has the right to adjust the location of the concession or equipment storage area based on safety or other considerations.
- h. The concessionaire shall provide all required trash receptacles for proper disposal appropriate items within the concession designated area. Concessionaire is responsible for the daily picking up and removal of all vending associated litter and debris from the designated area associated with this venture.
- i. Limited advertising of the concessionaire's operation within the County facilities may be allowed with prior approval. Concessionaire shall not erect or post signs, banners, or promotional materials without the approval of the County.
- j. Keeping renters safe while engaged in activities relating to this venture will be the concessionaire's highest priority. Maintaining accurate records of renters (name, local contact number, and equipment identification number) to aid with locating the renter should they go missing is required for every rental agreement.
- k. Concessionaire will have at a minimum, one staff on duty with CPR and First Aid certification. Incident reports will be kept on file for all injuries. A certified staff will be deployed in instances where a patron is too sick to paddle, injured, or otherwise debilitated while operating concessionaire's equipment. 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.
- l. Concessionaire shall be aware of Small Craft Advisories, current conditions, and safety guidelines for concession operation. Rental of any equipment, including bicycles, in inclement weather or potentially hazardous conditions is prohibited.
- m. Manatee County requires that the concessionaire close the concessionaire's operation whenever severe storms or other climatic, health, or structural related hazards make human health or safety a concern.
- n. The concessionaire shall be solely liable for any loss, damage, or injury sustained by any person or entity by reason of negligence of the concessionaire.
- o. The concessionaire is prohibited from assigning or sub-leasing any portion of this venture without prior approval from Manatee County.

- p. Manatee County has the right to terminate the agreement as may be required for public convenience and necessity. Adequate notice to terminate shall be given by either party.
- q. Tandem Kayak Rental Special Condition: Verify that at least one person per tandem kayak is 18 years of age or older. Only one child under 6 years is permitted per tandem kayak. Children under the age of 18 years must wear a PFD. All individuals must know how to swim or must wear a PFD.
- r. County Preserves Special Condition: Provide a trail map with designated trails for all renters, noting appropriate paddle pull-off areas. Provide information demonstrating how this will be accomplished.
- s. County Preserves Special Condition: Display only one "display" kayak at each launch site to advertise rentals. In order to provide public access to the main paddle launch in each location, and to avoid crowding from unrented kayaks, vendors will not be allowed to leave unrented kayaks sitting at each launch. Kayaks available for rent must be kept on a trailer parked in the appropriate trailer parking area of the lot and may be accessed when necessary.

#### **E.05 PAYMENT**

- a. Compensation to the County shall be in the form of a Monthly License Fee plus profit share, if applicable, in an amount agreed upon by both parties.
- b. The concessionaire is responsible for paying all required federal, state, local fees and taxes, including sales tax, and will not deduct such from the fees owed to the County.
- c. In support of the monthly payment made to the Manatee County Board of County Commissioners, the concessionaire is required to attach an itemized, dated statement delineating, at a minimum, the following:
  - Canoe Rentals: Gross dollar sales and commissions
  - Kayak Rentals: Gross dollar sales and commissions
  - Bicycle Rentals: Gross dollar sales and commissions
  - Row Boat Rentals: Gross dollar sales and commissions
- d. The concessionaire must maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such account system must be capable of providing the information required by this venture; and present no diversion or concealment of profits or expenses in the operations.
- e. The County will require the concessionaire to submit scheduled reports and data regarding its performance under the agreement, including, but not limited to, operational information, revenue reporting, and profit and loss statements.

#### **E.06 INSURANCE**

The concessionaire must obtain and maintain during the entire term of the agreement, at its sole cost and expense, coverage necessary to fulfill the obligation of the contract. The insurance requirements are set forth in Exhibit C.

## SECTION F

### **MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

#### **F.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is the **last page** in this section of the proposal, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration. Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

**Quick steps to on line registration:**                    [www.mymanatee.org](http://www.mymanatee.org)

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the **proposal**.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

## MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

### F.02 Section 2-26-6. Local preference, tie bids, local business defined.

- (a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the highest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's highest responsive bid, or should no responsible local business bidder match the highest responsive bid but two or more responsible non-local business bidders submit highest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.
- (b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
- (c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.
- (d) **Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**
- (e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
- (f) Local preference shall not apply to the following categories of contracts:
  - 1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
  - 2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

**F.02 Section 2-26-6. Local preference** (cont'd)

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

**MANATEE COUNTY GOVERNMENT AFFIDAVIT AS TO LOCAL BUSINESS**  
**(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_  
\_\_\_\_\_ and the duly authorized representative

of: [name of business] \_\_\_\_\_  
and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a **proposal** pursuant to this **Request For Proposals**, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial] \_\_\_\_\_

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial] \_\_\_\_\_

D. Criminal Violations: I certify that within the past five years of the date of this **proposal** announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] \_\_\_\_\_

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this **proposal** announcement. [Initial] \_\_\_\_\_

F. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial] \_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.*

Signature of Affiant \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205**

### PROPOSAL SIGNATURE FORM

For: RFP #11-0292DC Kayak, Canoe, and Bicycle Rental Concessions

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

FL Dept of Business Regulation License #: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Print Name and Title

Telephone No: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email address: \_\_\_\_\_

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide **Kayak, Canoe, and Bicycle Rental Concessions** according to the requirements of this Request for Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

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

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

\_\_\_\_\_  
Name and Title of Above Signer

\_\_\_\_\_  
Name and Title of Above Signer

\_\_\_\_\_  
Address of any branch office proposed to service Manatee County other than above

\_\_\_\_\_  
Name and Title of Firm's Representative for Manatee County

\_\_\_\_\_  
Telephone Number of Firm's Representative for Manatee County

# ATTACHMENT "A"

## Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),  
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 \_\_\_\_\_  
[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 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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and

ATTACHMENT A (Cont'd.)

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

\_\_\_\_\_  
[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 "B"

## PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

### SWORN STATEMENT PURSUANT TO ARTICLE 6, 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 \_\_\_\_\_  
[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 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 and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests 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.

Attachment B (Cont'd.)

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 \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

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

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

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

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

**EXHIBIT A-1**

**TOM BENNETT PARK KAYAK/CANOE/BICYCLE**

The Parks and Recreation Department is interested in permitting a qualified vendor to provide, operate and manage a small, transportable, fully self-contained operation for a watercraft rental service or a bicycle rental service, or both at a designated location at Tom Bennett Park.

Location: central Manatee County; adjacent to I75. (indicated on aerial photograph)

Amenities: Canoe Launch, Directional Kiosk, Access Road, Nature Trail, Bike Access/Racks

- |                     |                               |                             |
|---------------------|-------------------------------|-----------------------------|
| 1 - Pavilion        | 1 – Fishing/Observation Piers | 3 – Sand Volley Ball Courts |
| 2 – Soccer Fields   | 4 – Softball Fields           | 1 – Playground              |
| 6 – Tennis Courts   | 1 – Splash Park               | 1 – Olympic Pool            |
| Restroom/Concession | Amphitheater and Seating      |                             |

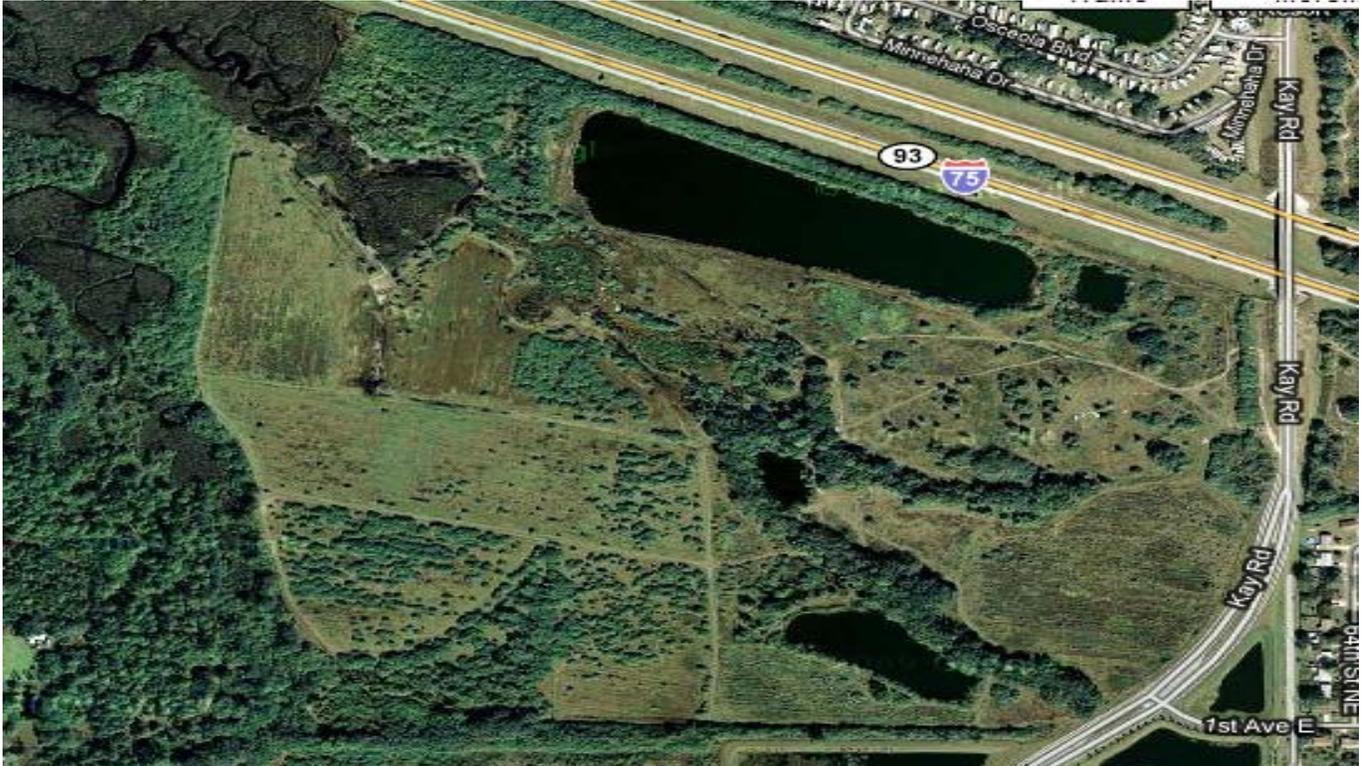
Ample, convenient, free patron and staff parking available.

There will be no water or other utilities available for this operation and all equipment will have to be removed daily.

**OPERATIONS**

Tom Bennett Park will be open to the public . Kayak/Canoe service shall be offered at least 8 hours per day, a minimum of 2 days per week, every week of the year, unless otherwise approved by the County.

Proposed Kayak/Canoe Concession



TOM BENNETT PARK (UNDEVELOPED)

**EXHIBIT A-2**

**HIDDEN HARBOR (FT. HAMER) BOAT RAMP KAYAK/CANOE/JON BOAT**

The Parks and Recreation Department is interested in permitting a qualified vendor to provide, operate and manage a small, transportable, fully self-contained, jon boat business and a kayak/canoe business at a designated location at Hidden Harbor (f/k/a Ft. Hamer) Boat Ramp.

Location: 1605 Ft. Hamer Road in Parrish, Florida. (indicated on aerial photograph)

- |                          |                |                         |
|--------------------------|----------------|-------------------------|
| Amenities: 1 - Boat Ramp | 1 – Dock       | 1 - Fish Cleaning Table |
| 3 - Picnic Tables        | 1 – Playground | 7 - Trash Receptacles   |

Ample, convenient, free patron and staff parking available.

There will be no water or other utilities available for this operation and all equipment will have to be removed daily.

**OPERATIONS**

Hidden Harbor (Ft. Hamer) Boat Ramp is open to the public 24 hours a day, 365 days a year. Kayak/Canoe service shall be offered at least 8 hours per day, a minimum of 2 days per week, every week of the year, unless otherwise approved by the County.

Proposed Kayak/Canoe Concession and a Jon Boat Concession



**EXHIBIT A-3**

**DELETE**

**EXHIBIT A-4**

**WARNER’S BAYOU BOAT RAMP KAYAK/CANOE**

The Parks and Recreation Department is interested in permitting a qualified vendor to provide, operate and manage a small, transportable, fully self-contained, kayak/canoe business at a designated location at Warner’s Bayou Boat Ramp.

Location: 5800 Riverview Boulevard, Bradenton, Florida (indicated on the aerial photograph).

- Amenities: 1 - Boat Ramp                    2 – Dock                    2 - Fish Cleaning Table
- 4 - Picnic Tables                    12 - Trash Receptacles

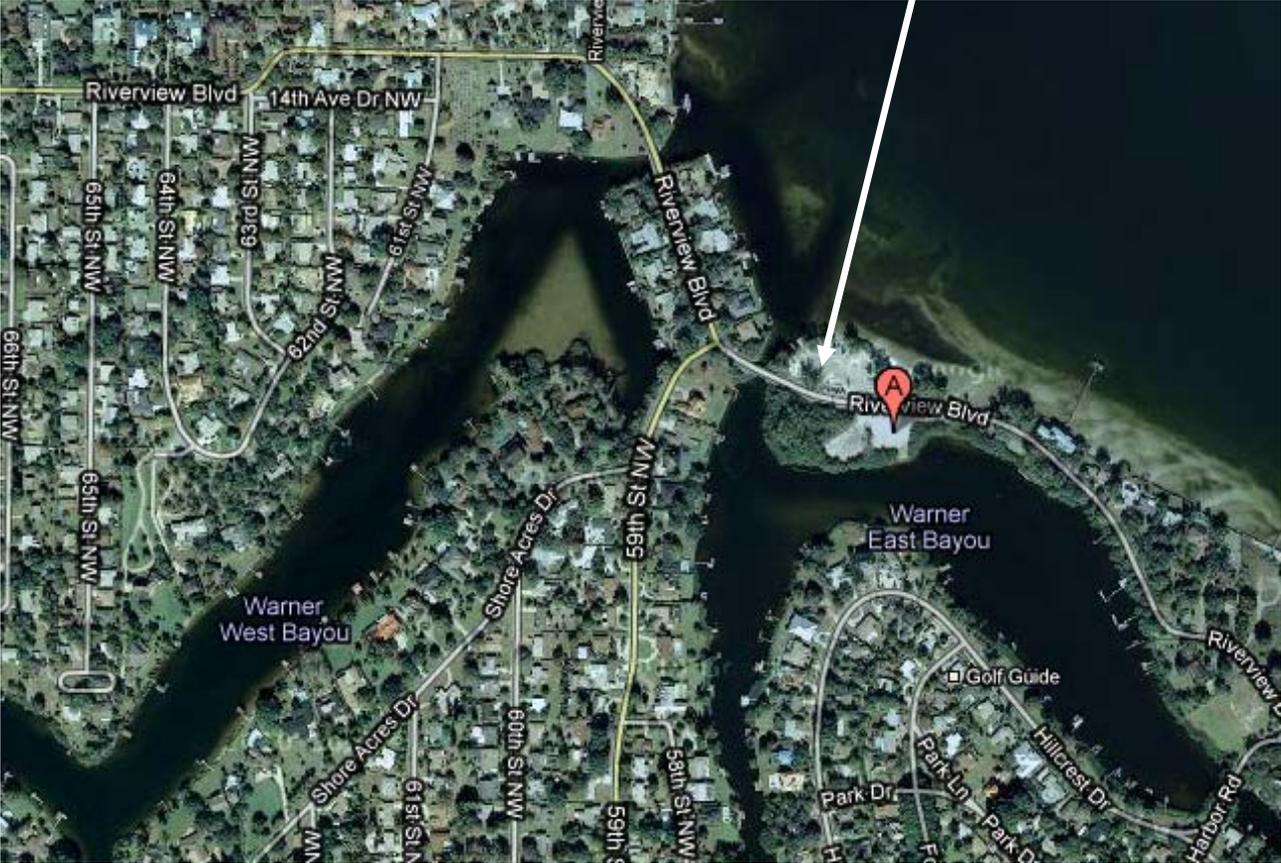
Ample, convenient, free patron and staff parking available.

There will be no water or other utilities available for this operation and all equipment will have to be removed daily.

**OPERATIONS**

Warner’s Bayou Boat Ramp is open to the public 24 hours a day, 365 days a year. Kayak/Canoe service shall be offered at least 8 hours per day, a minimum of 2 days per week, every week of the year, unless otherwise approved by the County.

Proposed Kayak/Canoe Concession



**EXHIBIT A-5**

**HIGHLAND SHORES BOAT RAMP KAYAK/CANOE**

The Parks and Recreation Department is interested in permitting a qualified vendor to provide, operate and manage a small, transportable, fully self-contained, kayak/canoe service at a designated location at the Highland Shores Boat Ramp.

Location: 353 Shore Drive, Ellenton, Florida.

Amenities: 1 - Boat Ramp            1 – Dock            1 - Trash Receptacle

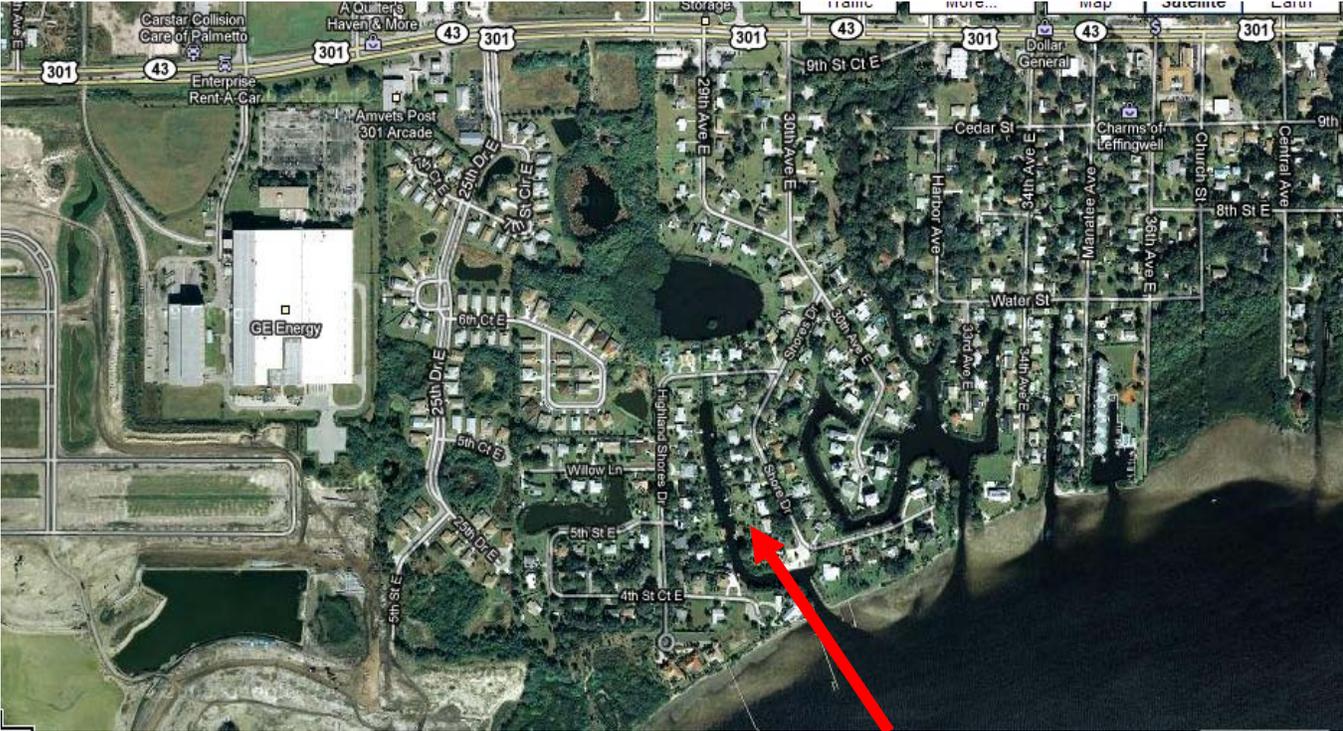
Ample, convenient, free patron and staff parking available.

There will be no water or other utilities available for this operation and all equipment will have to be removed daily.

**OPERATIONS**

Highland Shores Boat Ramp is open to the public 24 hours a day, 365 days a year. Kayak/Canoe service shall be offered at least 8 hours per day, a minimum of 2 days per week, every week of the year, unless otherwise approved by the County.

Proposed Kayak/Canoe Concession



Highland Shores Boat Ramp

## EXHIBIT A-6

### **ROBINSON PRESERVE KAYAK/CANOE/BICYCLE**

The Natural Resources Department is interested in permitting a qualified vendor to provide, operate and manage a small, transportable, fully self-contained operation for a watercraft rental service or a bicycle rental service, or both, at a designated location at the Robinson Preserve. Concession to be located in the overflow parking area or near the main paddle outlet.

Location: 1704 99<sup>th</sup> Street Northwest, Bradenton, Florida.

Amenities: 1 – Paddle launch and three designated pull-off areas.

Robinson Preserve is a 487-acre preserve which features low-impact environmental activities such hiking and biking trails, observation towers and platforms, picnic areas, and a visitors center, as well as a canoe/kayak launch offering a 5-mile roundtrip adventure starting at the launch and meander through the preserve to Palma Sola Bay and back.

There are 30 permanent and 110 overflow parking spaces.

There will be no water or other utilities available for this operation and all equipment will have to be removed daily.

### **OPERATIONS**

Robinson Preserve is open to the public from 8:00 A.M. to sunset, 365 days a year. Concession service shall be offered at least 8 hours per day, a minimum of 2 days per week, every week of the year, unless otherwise approved by the County.

### **INFORMATION**

The Natural Resources Department regularly provides free naturalist-led educational and recreation paddle tours within the County's conservation properties. These tours will have the option to make use of the concessionaire's resources in order to provide opportunities for participants who cannot provide their own kayak, but will not be required to do so. If the Natural Resources Department obtains the funding to establish a fleet of 4 to 8 kayaks, these resources will be used only for free and staff-led programming and will not be available for paid rentals so as not to compete with the concessionaire.

The Preserves are heavily used by the public with up to 20,000 general visitors and hundreds of kayakers per month per location.

## EXHIBIT A-7

### **EMERSON POINT PRESERVE KAYAK/CANOE/BICYCLE**

The Natural Resources Department is interested in permitting a qualified vendor to provide, operate and manage a small, transportable, fully self-contained operation for a watercraft rental service or a bicycle rental service, or both, at a designated location at the Emerson Point Preserve. Concession to be located in the overflow parking area or near the main paddle outlet.

Location: 5801 17<sup>th</sup> Street West, Palmetto, Florida.

Amenities: 1 – Paddle launch and one pull-off area near the point.

Robinson Preserve is a 365-acre preserve which features low-impact environmental activities such hiking and biking trails, observation towers and platforms, picnic areas (two large and two small tables). First launch approximately 6/10 of a mile from the entrance with dock at the Blueway Trail which meanders through mangrove tunnels until you reach Terra Ceia Bay. Second launch site is the beach and provides access to the mouth of the Manatee River and Terra Ceia Bay.

A Ranger/Welcome Station at this site is voluntarily staffed on Fridays and Saturdays.

There are 40 parking spaces.

There will be no water or other utilities available for this operation and all equipment will have to be removed daily.

### **OPERATIONS**

Emerson Point Preserve is open to the public from 8:00 A.M. to sunset, 365 days a year. Concession service shall be offered at least 8 hours per day, a minimum of 2 days per week, every week of the year, unless otherwise approved by the County.

### **INFORMATION**

The Natural Resources Department regularly provides free naturalist-led educational and recreation paddle tours within the County's conservation properties. These tours will have the option to make use of the concessionaire's resources in order to provide opportunities for participants who cannot provide their own kayak, but will not be required to do so. If the Natural Resources Department obtains the funding to establish a fleet of 4 to 8 kayaks, these resources will be used only for free and staff-led programming and will not be available for paid rentals so as not to compete with the concessionaire.

The Preserves are heavily used by the public with up to 20,000 general visitors and hundreds of kayakers per month per location.

## EXHIBIT A-8

### **JIGGS LANDING PRESERVE KAYAK/CANOE/BICYCLE**

The Natural Resources Department is interested in permitting a qualified vendor to provide, operate and manage a small, fully self-contained operation for a watercraft rental service or a bicycle rental service, or both, at a designated location at the Jiggs Landing Preserve. **County has available a permanent structure that will be made available to the concessionaire for use in this venture. (Note: Other concessions, food, bait, bicycle, may possibly share this structure.)**

Location: 6106 Braden River Road, Bradenton, Florida.

Amenities: 1 - Boat Launch      1 – Paddle Launch

Jiggs Landing located on Evers Reservoir and the Braden River.

There are 5 boat trailer spaces, 11 parking spaces (2 handicapped), and additional overflow parking.

There will be no water or other utilities available for this operation.

### **OPERATIONS**

Jiggs Landing is open to the public from 8:00 A.M. to sunset, 365 days a year. Concession service shall be offered at least 8 hours per day, a minimum of 2 days per week, every week of the year, unless otherwise approved by the County.

### **INFORMATION**

The Natural Resources Department regularly provides free naturalist-led educational and recreation paddle tours within the County's conservation properties. These tours will have the option to make use of the concessionaire's resources in order to provide opportunities for participants who cannot provide their own kayak, but will not be required to do so. If the Natural Resources Department obtains the funding to establish a fleet of 4 to 8 kayaks, these resources will be used only for free and staff-led programming and will not be available for paid rentals so as not to compete with the concessionaire.

The Preserves are heavily used by the public with up to 20,000 general visitors and hundreds of kayakers per month per location.

EXHIBIT B

CONCESSION TYPE  
PER COUNTY FACILITIES

COUNTY FACILITY	*FOOD	*BAIT / ICE	WATER- CRAFTS	JON BOAT	BICYCLE
Tom Bennett Park (presently under development)	X		X		X
Hidden Harbor (Ft Hamer) Boat Ramp 1605 Ft Hamer Road, Parrish	X	X	X	X	
DELETE					
Warner Bayou Boat Ramp 5800 Riverview Boulevard, Bradenton	X	X	X		
Highland Shores Boat Ramp 353 Shore Drive, Ellenton	X	X	X		
Robinson Preserve 1704 99 <sup>th</sup> Street Northwest, Bradenton			X		X
Emerson Point Preserve 5801 17th Street West, Palmetto			X		X
Jiggs Landing Preserve 6106 Braden River Road, Bradenton			X		X
Anna Maria Island Bayfront Park north of the Pier, Anna Maria Island	X				
Pride Community Park 815 63 <sup>rd</sup> Avenue East, Bradenton	X				
State Road 64 Boat Ramp 1605 State Road 64, Parrish	X	X			
GT Bray Park (food and dog products) 3001 59 <sup>th</sup> Street West, Bradenton	X				
Braden River Boat Ramp 3020 Manatee Avenue East, Bradenton	X	X			
Buffalo Creek Park (food and dog product) 7550 69 <sup>th</sup> Street East, Palmetto	X				

\*Food concessions and Bait and Ice concessions are being solicited under separate request.

Proposer can submit proposal for one or multiple sites and ventures.

EXHIBIT C  
MINIMUM INSURANCE REQUIREMENT

The concessionaire will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The concessionaire shall obtain, and submit to Purchasing within ten calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the concessionaire shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial

General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance should 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, project title and location of project.

**ADDITIONAL INSURED: - The concessionaire shall name Manatee County as additional insured in each of the applicable policies.**

If the initial insurance expires prior to the completion of operations and/or services by the concessionaire, renewal certificates of insurance and required copies of policies shall be furnished by the concessionaire and delivered to the Purchasing Official 30 days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the concessionaire for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the concessionaire to the County or to any workers, suppliers, materialmen or employees in relation to this contract.