

**REQUEST FOR PROPOSAL #16-2751GD  
CONCESSIONS AT G.T. BRAY  
AQUATIC CENTER AND SOFTBALL COMPLEX**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide vendor concession services at G.T. Bray Park Aquatic and Softball Complex.

**DATE, TIME AND PLACE DUE:** Proposals will be received until **September 15, 2016 at 3:00 P.M.** at which time they will be **publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.** All interested parties are invited to attend this opening.

**NON-MANDATORY SITE SURVEY:**

In order to ensure all prospective proposers have sufficient information and understanding of County's needs, a **walkthrough of G.T. Bray Park Concessions will be held at August 25, 2016 10:00 A.M in the Movie Room of G.T. Bray Park located at 5502 33<sup>rd</sup> Avenue Drive West Bradenton, FL 34205.** Attendance is not mandatory, but is highly encouraged.

**DEADLINE FOR CLARIFICATION REQUESTS:** **September 6, 2016 at 4:00 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 proposers, while ensuring an expeditious transition to a final agreement.

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

**AUTHORIZED CONTACT:**

Greg Davis, Contracts Negotiator  
(941) 749-3037, Fax (941) 749-3034

Email: [gregory.davis@mymanatee.org](mailto:gregory.davis@mymanatee.org)

Manatee County Financial Management Department - Purchasing Division

AUTHORIZED FOR RELEASE: DWW

**REQUEST FOR PROPOSAL #16-2751GD  
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**SECTION A  
INSTRUCTIONS TO PROPOSERS**

Proposals may be presented by a single business entity, joint venture, partnership or corporation. In order to receive consideration, proposers must comply with the following instructions.

**A.01 PUBLIC SEALED PROPOSAL OPENING**

Sealed 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, or at such time as the final call for proposals is made. All proposers or their representatives are invited to attend the sealed proposal opening.

No review or analysis of the proposals will be conducted at the public opening. Manatee County will receive proposals at the time and date stated and will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside.

Any proposals received after the final call for proposals has been made will not be considered. It will 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 will be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the proposer's request and expense.

**A.02 SEALED & MARKED PROPOSAL**

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

Your complete proposal package will be submitted in one sealed package addressed from your company (name and address) and clearly marked on the outside **"Sealed Proposal 16-2751GD Concessions at G.T. Bray Aquatic Center and Softball Complex"** and addressed to:

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

**A.03 SECURING PROPOSAL DOCUMENTS & ADDENDA**

Request for Proposals and all documents issued pursuant to the Request for Proposal are available for download at no charge at [mymanatee.org](http://mymanatee.org) by clicking on "Bids and Proposals" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute proposals. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the Request for Proposal and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 8:00 AM and 5:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs Manatee Chamber of Commerce of all active solicitations, who then distributes the information to their members.

If any addenda are issued to this Request for Proposal, Manatee County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

It will be the responsibility of each proposer, prior to submitting their proposal, to contact Manatee County Purchasing Division at (941)749-3014, to determine if addenda were issued and to acknowledge receipt of same on Attachment A, Proposal Signature Form.

**A.04 PROPOSAL EXPENSES**

Any and all expenses for making and submitting proposals to Manatee County are to be borne by the proposer.

**A.05 CLARIFICATION PERIOD**

Each proposer will examine all Request for Proposal documents and will 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 will be made in writing and sent to the Manatee County Purchasing Division. Manatee County will not be

responsible for oral interpretations given by any County employee, representative, or others.

**A.06 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of Manatee County, such information was intended to mislead County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal. 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.07 WITHDRAWAL OR REVISION OF PROPOSALS**

A proposal which is submitted prior to the deadline may be withdrawn or revised anytime prior to but not after the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the proposer's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with Manatee County Purchasing Division before the deadline of receipt for proposals. The withdrawal of a proposal will not prejudice the right of the proposer to submit a new proposal, provided the proposer can submit the new proposal by the deadline stated herein.

Once a proposal is opened, Manatee County will not accept any request by any proposer to correct errors or omissions in the proposal.

**A.08 JOINT VENTURES**

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of Business and Professional Regulation and any other state or local licensing agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

**A.09 LOBBYING**

After the issuance of any Request for Proposal, prospective proposers, or any agent, representative or person acting at the request of such proposer will 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 copying such persons on all written communication, including 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 cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Laws.



**A.10 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 opening date of the proposals.

**A.11 RESERVED RIGHTS**

Manatee 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 due date may or may not be rejected by County depending on available competition and timely needs of Manatee County. 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 County.

County will be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision will be final. Also, 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 County deems necessary to make this determination will be provided by the proposer. Such information may include, but will not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

County reserves the right to determine 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 Request for Proposal process.

**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 will be in accordance with Manatee County Code of Laws, Chapter 2-26.

**A.13 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. Nothing herein will affect the proposer's normal tax liability.

The successful proposer will be responsible for the payment of taxes of any kind and character including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations during the performance of the work. Nothing herein will affect the proposer's normal tax liability.

**A.14 SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000.00, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1,000,000.00 or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**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 CODE OF ETHICS**

With respect to this proposal, if any proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such 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.17 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 County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the 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, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee 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 Manatee County. Proposer is to complete Attachment "B" and submit with your proposal.

**A.18 AMERICANS WITH DISABILITIES**

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

**A.19 EQUAL EMPLOYMENT OPPORTUNITY**

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

**A.20 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

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

**A.21 DISCLOSURE**

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

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

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a proposal.

If Owner rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, [debbie.scaccianoce@mymanatee.org](mailto:debbie.scaccianoce@mymanatee.org), Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**



Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

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

#### **A.22 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes; therefore, all documents, materials, and data submitted to any solicitation as part of a Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials and data submitted in response to the Request for Proposal shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

- a. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;
- b. That to the extent that the proposal with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- c. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- d. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer is not acceptable to the County and will result in a determination that the proposal is non-responsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

### **A.23 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.

2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.

3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:

- (A) The property owner or leaseholder; or
- (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
2. Threat assessments conducted by any agency or any private entity;
3. Threat response plans;
4. Emergency evacuation plans;
5. Sheltering arrangements; or
6. Manuals for security personnel, emergency equipment, or security training.

#### **A.24 E-VERIFY**

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

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

By submission of a proposal in response to this Request for Proposal, the successful proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the county may request the successful proposer to submit an acceptable substitute without an increase in contract sum or contract time.

If successful proposer declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified proposer that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful proposer declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful proposer shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

#### **END SECTION A**



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

### **B.01 BACKGROUND INFORMATION**

Manatee County is a mid-sized Florida County located on the southwest coast and consists of 150 miles of coastline on the Gulf of Mexico, 741 square miles of land, 311,000 residents, and attracts more than 2 million visitors each year.

G.T. Bray Park is located on the western side of the County, within the city limits of Bradenton spanning from 51<sup>st</sup> to 59<sup>th</sup> Street West. The exact address is 5502 33<sup>rd</sup> Avenue Drive West, Bradenton. The Parks and Natural Resources Department's administrative offices are located at G.T. Bray Recreation Center which offers daily use guest passes and monthly recreation memberships to the complex's Fitness Center, Racquet Center, Aquatic Center, and gymnasium. G.T. Bray Park is also the largest district park in the county offering many outdoor recreational activities including pavilions, playgrounds, soccer, football, baseball, and softball fields/complexes.

G.T. Bray Park has several concessions operated by leagues at the soccer, football and baseball facilities. Currently, the concession at the Aquatic Center and the Softball Complex are not operating.

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

**The selected Proposer(s) shall provide the following:**

- Operation of concession(s)
- Display of prices
- A Point of Sale (POS) transaction system

**The County shall provide the following:**

- Space to conduct business
- Space for vendor(s) to store supplies
- Advertising through county website and county-wide distribution of recreational brochure
- Limited space for onsite signage and advertising
- Trash receptacles
- Access to potable water for cleaning equipment

**All County purchased and provided furnishings for said location shall remain County property.**

#### **B.02.1 County Approval**

**The County shall have the final approval for the following:**

##### **B.02.1.1 Establishment of operational days and hours.**

- Services shall be offered at the **Aquatic Center** a minimum of 5 to 6-days

per week (Monday – Friday, and maybe Saturday), at least 5-hours per day (11:00am – 4:00pm), 8-weeks of the year (mid-June to mid-August).

- Services shall be offered at the **Softball Complex** a minimum of 6-nights per week (Sunday – Friday) February thru April and June thru August, 5-nights per week (Sunday – Thursday) September thru November, and 1-night per week (Friday) November thru January; at least 3-hours per night (6:00 – 9:00 pm) or (5:00 – 8:00pm during daylight savings time), and 52-weeks of the year. A typical night has three to four fields playing and a slow night has one field playing. Vendor should be open for all County league play 30-minutes prior to the start of first game and remain open until the last games reach the 4<sup>th</sup> inning.

**Any changes to the proposed days, hours, prices, products and services shall be submitted in writing to the County for review and approval.**

#### **B.02.1.2 Pricing**

All prices charged shall be **reasonable, appropriate and representative** of those charged elsewhere in the area for similar services.

#### **B.02.1.3 Quality Assurance**

Products and Services offered. All products offered shall be of excellent quality and adequate quantity.

#### **B.02.1.4 Nutritional Goals**

The Parks & Natural Resources Department strives to promote and provide healthy food options during leisure, recreation, and out of school time.

The selected Proposer(s) will endeavor to meet the following nutritional goals:

- Healthier food/beverage options will be sold at a price that is not more than 10% over the price of other food/beverages.
- 25% of the product line will be Fresh From Florida produce.
- 50% of concession foods will be low calorie: no more than 200 calories per label serving.
- 50% of concession foods will be low fat and not more than 35% of total calories from fat and not more than 10% of calories from saturated fat.
- 50% of concession foods will be low sugar and not more than 35% total weight from sugars and caloric sweeteners.
- 50% of concession beverages will contain less than 40 calories per serving, except for 100% juice and unsweetened milk.
- All concession beverages will have fewer than 250 calories total and vegetable juice must contain less than 230 mg of sodium per serving.

### **B.02.2 Specific Requirements**

1. The selected Proposer(s) shall be fully responsible for obtaining all required certification/licenses and permits that comply with all mandated Florida Department of Health in Manatee County requirements, including Application for Food Facility Plan Review.
2. All services shall be performed in accordance with applicable federal, state and local regulations, statutes, and ordinances.
3. The selected Proposer(s) shall perform all work without the use of sub-contractors, unless written permission is received and approved by the County. A sub-contractor shall be considered any individual, partnership or corporation supplying materials or services for work under sub-contract to the selected Proposer(s). The County may ask sub-contractors to provide appropriate experience, references, and insurance. The County reserves the right to refuse any proposed sub-contractors.
4. The selected Proposer(s) must, as a representative of the County, conduct operations in a professional manner.
5. The selected Proposer(s) shall not erect or post signs, banners, and promotional material without the prior written approval of the County.
6. All advertising, marketing and signage shall be the responsibility and expense of the selected Proposer.
7. Any website and social networking sites created by and operated by the selected Proposer(s) referencing the operations at G.T. Bray Park shall be monitored and approved by the County for content.
8. Selected Proposer(s) shall report all accidents or incidents to the County immediately after occurrence.
9. Manatee County requires that the selected Proposer(s) 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.
10. Any scheduling variation from the County approved schedule, including closure due to severe storms or other climatic health or structural related hazards, must be reported to the County immediately.
11. The selected Proposer(s) shall provide a Point of Sale (POS) System for the operation.
12. Selected Proposer's staff, employees, and/or agents must be readily identifiable and present a neat, professional image consistent with this type of business. A company shirt with a logo in clear view, as authorized employees of the company, is the minimum acceptable uniform description.

13. The image, ambience, and condition of the facilities and equipment being furnished by the selected Proposer, and the quality of service provided, shall reflect a favorable image of the County and promote the health, safety, and welfare of patrons. The selected Proposer shall conduct operations in a professional manner that shall not negatively impact the environment.
14. The selected Proposer(s) maintain and keep clean and presentable all areas as specifically negotiated. Proposer(s) is responsible for the picking up and removal all trash, litter and debris on a daily basis, and clean and maintain equipment on an as needed basis or as required. Selected Proposer(s) will need to purchase and provide own cleaning equipment, supplies and materials.
15. The selected Proposer(s) shall provide Manatee County with full access to the facility at all times.
16. All expenses and losses are to be borne exclusively by the selected Proposer(s). There is no guarantee of profitability.
17. The selected Proposer(s) is responsible for paying all required federal, state, local fees and taxes, including sales tax, and will not deduct such fees and taxes from the payment owed to the County.
18. The selected Proposer(s) shall be required to keep, at its expense, accurate financial records, including revenue and expense reports, a financial statement reviewed by a qualified independent accountant or CPA annually, Florida State Sales Tax Returns, and Federal Payroll Tax Returns. These documents shall be made available to the County upon request.
19. All staff of the selected Proposer(s) shall be bondable.
20. At all times, the selected Proposer(s) shall maintain types and levels of insurance required by the County, naming "Manatee County, a political subdivision of the state of Florida" as an additionally insured.
21. Any County-provided equipment as well as any selected Proposer(s)-installed permanent fixtures will become the property of the County at expiration and/or termination of the Agreement.
22. The selected Proposer(s) will have access to the parking currently available on the premises in designated areas.

### **B.02.3 STAFFING REQUIREMENTS**

1. The selected Proposer(s) shall select, employ, and train personnel, who shall, at all times, conduct themselves in a professional and courteous manner.
2. The selected Proposer(s) shall be responsible for the discipline and, if necessary, discharge of any and all personnel working in this operation.
3. The amount of staff must be able to meet the needs of the public.
4. The County reserves the right to perform background checks on the selected Proposer(s) and the staff at its sole discretion.



**B.02.4 Concessions Site Survey**

Proposer(s) are encouraged to do a walkthrough of G.T. Bray Park Concessions in order to be able document and price operations and services.

**B.02.5 TERM OF AGREEMENT**

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

**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 subsection order and headings as listed in **Sections C.01, through C.08**, 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 Information to be Submitted**

- C.01.1 The proposer(s) must present proof of any **licensing** or certification which will be required by law to perform the work set out in Section B, Scope of Services.
- C.01.2 Provide a **cover page**, general introductory statement and table of contents.
- C.01.3 Provide a description of Proposers' **general qualifications** and the general qualifications for all parties to the Proposer. General qualifications shall include background and size, corporate location and contact information, legal status, and experience in providing the service enumerated in this Request for Proposal.

### **C.02 Corporate Structure**

- C.02.1 Identify each **principal of the proposer and other key personnel** who will be interacting with Manatee County. Key personnel will include all partners, managers, seniors, and other professional staff that will perform work and/or services in this project. Do not include personnel that will not have a key role in providing services. Describe each person's respective area of expertise. Provide an organizational chart.

For each identified person, provide a personal resume which includes vital information of all key individuals who will be assigned to this project. Resumes shall also include the following information:

- Full name and title
- Professional credentials
- Experience / Qualifications / Training

- Individual's intended roles and duties in providing services pursuant to this Request for Proposal
- Relevant experience on previous similar projects
- Office address and web address
- Email address and telephone number

Please Note: After proposal submission, but prior to contract award, if any, Proposer shall be obligated to advise County of any changes, intended or otherwise, to the key personnel identified in its Proposal.

- C.02.2 Submit a **staffing level statement** for the project detailing how many total employees work for each team at any one time, including temporary and part-time employees.
- C.02.3 Include a **subcontractor plan** detailing how subcontractors will be used and to what extent. County reserves the right to request additional information in the same level of detail and tabbed order as the proposal.
- C.02.4 Clearly demonstrate your company's relevant experience and ability by providing substantial, current and verifiable **similar past projects** to the work and/or services described within the scope of services set forth in Section B. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective similar past projects. Proposers shall provide the following details indicating Proposers' relevant past performance on similar projects:
- i. Name of the client;
  - ii. Specific details about the services provided.
  - iii. Specify any subcontractors utilized and in what capacity;
  - iv. Total dollar value of the contract;
  - v. Duration of the contract, including begin and end dates;
  - vi. Specify the name, title, telephone, and email for the client's contract manager;
  - vii. Statement or notation of whether Proposer is/was the developer, prime contractor or subcontractor or sub consultant;
  - viii. The results of the project; and if no longer the contractor, please advise why.
- C.02.5 Provide an **explanation of the proposers' legal capacity** to perform all facets of the scope of services. Include a description of corporate or other

structure and governance, and detail the legal 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 performed before should be detailed.

Disclose all general partners, all limited partners with ownership of 20% or more and all stockholders with ownership of 20% or more. In the case of an LLC, disclose the Principal and the managing member and all other members.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.

- C.02.6 Provide any and all information concerning any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.

### **C.03 Projects**

- C.03.1 Provide your company's **project approach and specific project plan**. Provide a narrative of the project approach and how this approach meets Manatee County objectives. Include an explanation of your company's ability to perform all facets of the scope of services.
- C.03.2 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.04 Financing**

- C.04.1 Provide an **explanation of the proposers' financial capacity** to perform all parts of the scope of services. Identify key personnel responsible for financing and, if more than one proposer is jointly filing a proposal, details must be provided to demonstrate financial capacity of all proposers.
- C.04.2 Provide the proposer's most **recent independently prepared annual financial summary statement**. Such statements will include balance sheets and profit and loss statements. Such documentation may include but is not limited to its most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, with a statement in writing, signed by a duly authorized



representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. If certified financial statement are not available, provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documents; and the latest two years of the federal tax returns. Include credit reports including limits.

Provide authorization for a Manatee County auditor and/or financial analysts to have **access to your financial records, including any and all records prepared by an independent firm**, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations as proposed to Manatee County.

Manatee County's audit and /or financial analysts **will** report their findings in a summary report to the Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.

- C.04.3 Provide details of **any Proposer's investment costs** of proposed project including, equipment, etc. Proposer shall provide detailed information concerning Proposer's minimum investment and total investment and the timeframe for such investment.
- C.04.4 Provide a **two year financial plan** for the G.T. Bray Park operations listing major revenue streams for all services that you feel are compatible with that location.
- C.04.5 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 shall comply with quality, sustainability, and affordability with a goal of minimizing waste and packaging while offering healthy options as defined in Section B. The services and products offered should meet or exceed the needs of park users.
- C.04.6 Provide a **compensation plan**. This can include a monthly amount or a percentage of gross sales or a combination of both that will be paid to the County. As a guideline it typically ranges from 8 – 12% of gross sales.

### **C.05 Operations and Maintenance.**

- C.05.1 Provide a **statement of qualifications** that includes Proposer's credentials and experience in providing, operating and maintaining similar facilities and programs as outlined in the scope of services.
- C.05.2 Provide a preliminary **health and safety plan** and provisions for each service contemplated for offering at this site.
- C.05.3 Provide **proposed operations/maintenance policies and procedures**.
- C.05.4 Proposer shall provide response to the **anticipated schedule and operating hours** in Section B including any seasonal fluctuations and/or periods of closure throughout the year. Proposer shall indicate when and for how long does it anticipate being closed each year.
- C.05.5 Additionally, the Proposer shall include methods that will be implemented to **gauge customer satisfaction**. The successful Proposer must be able to document satisfaction and attendance and provide it to the County upon request at any time during the term of the Agreement.

### **C.06 Additional Information**

- C.06.1 Proposer shall provide response to acceptability of term (duration) of the agreement. Identify any general business terms that are proposed. Identify if Proposer has taken any exception to the terms of this Request for Proposal. If so, indicate what alternative is being offered and the cost implications of the exception(s).
- C.06.2 Submit any other additional information which would assist County in the evaluation of your proposal.

### **C.07 Forms**

Provide the completed and executed Attachments included in this Request for Proposal.

- a. Proposal Signature Form (Attachment A)
- b. Public Contracting and Environmental Crimes Certification (Attachment B)
- c. Joint Venture Agreement (Section A.08), if applicable

**C.08 Environmental Sustainability**

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.

In addition, the proposer will submit a summary of their environmental sustainability initiative along with their proposal. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

**END SECTION C**

## **SECTION D: SELECTION**

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

Evaluation of proposals will be conducted by an evaluation committee. The evaluation committee's goal will be to identify the proposal(s) which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. The committee will consider the information requested in Section C for each responsive proposal submitted to ascertain the perceived ability of the proposer(s) to perform the scope of services as stated in this Request for Proposal. Once all proposals have been reviewed pursuant to the criterion in Section C, the evaluation committee will determine from the responses to this Request for Proposal and subsequent investigation as necessary, the proposer(s) most qualified to be recommended to negotiate an agreement.

Unless noted, no weight is assigned to the evaluation factors.

### **D.02 REVIEW OF PROPOSERS AND PROPOSALS**

In-person reviews may be conducted with proposers who are deemed reasonably susceptible of being received 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 will 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 will be determined solely by County and may be closed to the public by the discretion of the Purchasing Official to the extent permitted by law.

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

An evaluation committee will 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.

In its review, the evaluation committee may take some or all of the following actions:

- review responses pursuant to the evaluation factors stated herein;
- short list proposers;
- recommend oral interview/presentation/product demonstrations;
- recommend commencement of negotiations;
- recommend rejection of proposals received; and/or,
- receive written clarification of proposal.

The evaluation committee's overarching goal is to identify the proposal which will best meet the overall needs of Manatee County as determined from the proposals received and subsequent investigation by the County.

#### **D.04 RECOMMENDATION FOR NEGOTIATION**

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

Manatee County will post the Intent to Negotiate in the same manner as the original RFP document was posted (refer to Section A.03) prior to commencing negotiations with the selected proposer(s).

#### **END SECTION D**



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

### **E.01 GENERAL**

The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.

Upon submission, all proposals become the property of Manatee 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.

All products and papers produced in the course of this solicitation and the envisioned engagement become the property of Manatee County.

### **E.02 AGREEMENT**

The selected proposer(s) will 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 Request for Proposal or the resulting successful proposal where alternative terms or conditions become more desirable to Manatee County, and the parties agree to such terms.

### **E.03 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 Manatee County Procurement Code).

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

## **END SECTION E**

**ATTACHMENT A**

**PROPOSAL SIGNATURE FORM  
REQUEST FOR PROPOSAL #16-2751GD**

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the proposer is selected by County to negotiate an agreement, that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services as detailed in this Request for Proposal;
- (4) the proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- (5) The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given. It is the responsibility of each proposer to determine if addenda were issued and to acknowledge receipt of same. The undersigned acknowledges receipt of the following addendum:

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

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

(Attach additional signatures, as appropriate)

## ATTACHMENT B

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

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

This sworn statement is submitted to Manatee County by \_\_\_\_\_  
[print individual's name and title]

For \_\_\_\_\_  
[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

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

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

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

(2) been convicted of an agreement or collusion among proposers or prospective proposers 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 Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

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

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

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with

documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

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

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

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

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

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

\_\_\_\_\_  
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.