

**REQUEST FOR PROPOSAL #09-0045FL
GOLF COURSE FOOD CONCESSIONS
(Manatee County & Buffalo Creek Golf Courses)**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of providing Golf Course Food Concessions at Manatee County & Buffalo Creek Golf Courses.

MANDATORY SITE VISIT: 10:00 a.m., Tuesday, May 5, 2009 at the Manatee County Golf Course, 6415 53rd Avenue, West, Bradenton, FL followed by a visit to the Buffalo Creek Golf Course, 8100 Erie Road, Palmetto, FL.

DEADLINE FOR CLARIFICATION REQUESTS: Wednesday, May 6, 2009 at 5:00 p.m. shall be the deadline to submit all inquiries related to this Request For Proposal to the Manatee County Purchasing Office.

TIME AND DATE DUE: Proposals will be received until 4:00 p.m., Tuesday, May 19, 2009, at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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**Important note: A prohibition of Lobbying
has been enacted with the issuance of this Request for Proposal**

Please review paragraph A.18 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:
Frank G. Lambertson, Contracts Negotiator
PHONE: (941) 749-3042 FAX: (941) 749-3034
Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: _____



REQUEST FOR PROPOSAL #08-0045FL

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.

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 110.071. **No announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.**

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

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

Bid or Proposal documents and the Notices of Source Selection related to those Bids or 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 public internet connection is available during regular business hours in the lobby of the Purchasing Division. If you have questions which cannot be answered by these sources, please contact the individual named on the front page of the 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.

If any addenda are issued to this Request for Proposals, the County will broadcast the addenda through DEMANDSTAR to "planholders" identified on this web service, however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of their proposal.

A.05 SEALED & MARKED

Five (5) signed copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #09-0045FL**" 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 are to be borne by the Proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the Proposer generally requires a period of not less than one hundred twenty (120) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

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

Proposal 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 announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any proposer to correct errors or omissions in the proposal. 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. 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 Purchasing Code Ordinance 99-37, 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 Section 9-101 of the Purchasing Code. 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 Purchasing Code Ordinance 99-37, Article 3, 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, 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.15 PROPOSAL FORMS

Proposals must be submitted in the format specified in Section B of this Request For Proposals. 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 to facilitating expedient review of all responses.

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as

a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.17 DRUG FREE WORK PLACE

Drug Free Workplace Program: Manatee County Board of County Commissioners adopted a policy regarding maintaining a Drug Free Work Place, Resolution R-93-22. Proposers are asked to review the attached copy of the Resolution and provide either a certification of compliance with the program outlined in this Resolution 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.

A.18 LOBBYING

After the issuance of any Request for Proposals or Invitations for Bids, prospective bidders, Proposers or any agent, representative or person acting at the request of such bidder or Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Manager or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

A.19 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 99-37, adding Article 6, Manatee County Board of County Commissioners adopted a policy prohibiting 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.

A.20 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.21 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.

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.02 and B.03 below, identifying the response to each specific item.**

B.01 MINIMUM QUALIFICATIONS

Proposers shall have at least three (3) years of proven experience in operating a "public food service establishment" as defined in Florida Statue §509.013 and licensed under appropriate State and local laws. 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. The proposer shall clearly explain how the acquisition or merger meets the minimum qualification requirement, including a description of each firm's experience.

B.02 ADMINISTRATIVE SUBMITTALS

The following documents shall be submitted with the proposal:

- a. Proposal Signature Form.
- b. Drug Free Workplace Certification. Note that this document need not be executed if the proposer has executed and delivered an identical document to the County within the current calendar year.
- c. Public Contracting and Environmental Crimes Certification. Note that this document need not be executed if the proposer has executed and delivered an identical document to the County within the current calendar year.

B.03 INFORMATION TO BE SUBMITTED

- a. A summary of your firm's **background and size**, including the legal status of your firm or organization.
- b. Disclosure of **any ownership interest in other entities** involved in "public food service establishment" services which may be a potential participant in this Request For Proposals. This ownership disclosure shall be included, whether such ownership occurs by the proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- c. 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 "public food service establishment" services similar to those requested in this Request for Proposals. Provide names of each individual, the position held and the entity's name and the circumstances.

- d. 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.
- e. Submit audited **financial statements** for the past three (3) years, including an income statement, a profit and loss statement, a balance sheet and a cash flow statement. In lieu of audited financial statements, proposers may submit other evidence, acceptable to the County, of financial responsibility. Such evidence may include, but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement, and certified copy(ies) of federal income tax return(s) or acceptable equivalents.
- f. Provide a list of at least **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 in the field of public food service establishments. Include the name of the entity, a description of the contract project, the dates of service and the name(s) and telephone number(s) of the contact persons.
- g. 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 reason for the loss and the location.
- h. Submit an **organizational chart** of your firm, stating the names of the firm's management and supervisory personnel to be assigned to this contract undertaking. Provide a resume for each of your key personnel.
- i. Submit a **manning level statement** for your organization, detailing how many total 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.
- j. Submit a **Three Year Projected Budget**.

- k. Submit your firm's **assumptions regarding the projections** on the volume of sales to be generated in the first year for the following categories of service:
- l. Submit an **Operational Plan** describing the food, beverages, vending machines (identify items vended), and other articles to be vended at both golf courses.
- m. Provide a full service, **priced menu** detailing the food and beverage service proposed to be served.
- n. Submit a list of **equipment to be provided by your firm** exclusively at your firm's expense for this contract undertaking. Provide a statement detailing the source from where the equipment will be made available (i.e., existing inventory within Manatee County, new purchase(s) , transfer from other firm or service locations, etc.)
- o. Detail the **time required from the date of execution of the agreement to the commencement of service** at the facility. Specifically describe the amount of time required to prepare the facility after the current licensee has removed all of their property from the premises. Include potential less than full service options which may be used to facilitate a transfer of Licensees.
- p. State your firm's **understanding of the needs and preferences of the citizens and visitors which make use of the County Golf Courses**. In written narrative, provide compelling illustration of your firm's understanding of the service commitment, and capacity to adapt business operations to the needs of Beach Patrons in both high and low volume seasons.
- q. Provide a comprehensive description of your firm's policies and **procedures 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. Describe in detail how your firm monitors customer complaints and quality of service to ensure compliance with policies and procedures.
- r. Provide proposed fees as follows: PROPOSER, in consideration for the COUNTY'S granting any future agreement and the right to use the Facilities and the rights and privileges granted under any future agreement, shall pay to COUNTY _____% of gross receipts under \$_____ per month and _____% of gross receipts exceeding \$_____ per month.

- s. Discuss any financial investment that your firm might consider to improve the facilities viability i.e. replacing chairs, utilizing screened porch (Manatee), interior, flat screen TV's, etc.
- t. 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 in Section E of this Request For Proposals.

SECTION C: SELECTION

C.01 EVALUATION FACTORS

Evaluation factors are price and perceived ability of the Proposer to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner, and the proposal(s) which will overall best meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation by the County.

C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

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

C.03 PRELIMINARY RANKING

A Selection Committee may determine from the response to 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 shall 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 and/or Board of County Commissioners 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 most advantageous to the County, taking into consideration the evaluation factors set forth in this Request for Proposal, shall be recommended to the Board of County Commissioners for authorization to negotiate an agreement for the stated Scope of Services.

C.06 AWARD

Award of an agreement is subject to the successful negotiations and the vote of the Board of County Commissioners to authorize execution of the agreement.

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 AGREEMENT

The selected Proposer shall be required to negotiate a formal agreement, in a form acceptable to Manatee County.

The Manatee County Board of County Commissioners will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Board of County Commissioners shall determine if award of the agreement is to be: considered; rejected and direct further negotiations; rejected and terminate negotiations; or accepted, authorizing the chairman to execute the agreement.

SECTION E: SCOPE OF SERVICES

E.01 PURPOSE

The Manatee County Parks and Recreation Departments operates public golf courses at the following two locations, Manatee County Golf Course, 6415 53rd Avenue, West, Bradenton, FL and Buffalo Creek Golf Course, 8100 Erie Road, Palmetto, FL. On site concessions are necessary and are operated by private concessionaires.

E.02 PROPERTY DESCRIPTION

As used in this RFP, the facility refers to the food concession areas identified within this RFP and as depicted in Attachment "D".

Except as specifically provided for herein with respect to the PROPOSER'S use and operation of the food concession under any future agreement, the COUNTY shall at all times continue to retain and have the unqualified right to deal with, treat of, and make any and all determinations concerning or relating to the Golf Courses including but not limited to charging various user fees.

E.03 PROPOSER'S PRODUCTS

1. PROPOSER shall offer for sale food and beverage items to serve the patrons of the Golf Courses. Maximizing customer satisfaction and maintaining profitability will be balanced in the selection and pricing of items for sale.
2. PROPOSER'S shall provide COUNTY'S Contract Administrator with a list of any changes in their products and the price that will be charged for each product as such products and prices are from time to time amended.
3. PROPOSER shall, throughout the term of any future agreement, maintain a 2COP State of Florida alcoholic beverage sales license as a condition precedent to this License RFP authorizing sale of beer and wine at both Courses at which PROPOSER'S services are governed by any future agreement.
4. PROPOSER shall not sell any products that, in the opinion of the COUNTY, pose a safety hazard or health hazard or are inappropriate for sale or display in a publicly owned golf course.

E.04 PROPOSER'S OPERATIONS

1. The facility shall be open to the public and in operation daily, each and every consecutive day throughout the term hereof beginning on the commencement date and continuing through the termination date of any future agreement.

2. Beginning the effective date of Eastern Daylight Savings Time through the date of reversion to Eastern Standard Time, the facility shall be open and in full operation consistent with the terms hereof daily and continually between the hours of 7:00 a.m. and 7:00 p.m.
3. Beginning the effective date of Eastern Standard Time through the date of reversion to Eastern Daylight Savings Time, the facility shall be open and in full operation consistent with the terms hereof daily and continually between the hours of 7:00 a.m. and 6:00 p.m.
4. PROPOSER may expand the number of daily hours of operation beyond the minimum number of hours established above hereof; however, at no time shall the facilities be operated earlier than 5:00 a.m. or later than 10:00 p.m. of any day without express written approval of COUNTY. PROPOSER shall not reduce the number of daily hours of operation without the express written consent of COUNTY.
5. The Contract Administrator, or his designee, may approve closing during periods of severe cold, maintenance, inclement weather, and under other extraordinary circumstances. In the interest of expediency such closing(s) may be authorized verbally with written confirmation from the Contract Administrator setting forth the circumstances and reasons for such authorization.
6. The PROPOSER shall provide and operate a beverage golf cart on each golf course. The Contract Administrator reserves the right to approve the equipment, the menu, and the operation of the beverage golf cart. PROPOSER agrees to comply with reasonable demands and modifications to the operation of the beverage golf cart as requested by the Contract Administrator.
7. The PROPOSER shall hire and assign a full-time qualified, experienced Manager for its operations at the Facilities. PROPOSER'S Manager will have no other duties or responsibilities except those duties and responsibilities directly related to the operation of the Facilities and will be physically available during reasonable operation hours. The PROPOSER if an individual, may serve as the Manager. Upon COUNTY'S request, the qualifications of the PROPOSER'S Manager shall be submitted to the COUNTY. During the hours when the Manager is not on duty or available, there shall be an Assistant Manager on duty designated by the PROPOSER or the Manager at each of the Facilities. The Manager and Assistant Manager shall each be an authorized representative of the PROPOSER and be entitled to act in all matters relating to the Services provided hereunder. The COUNTY shall be advised in writing of the name(s), address(es), telephone contact number(s), and social security numbers of the manager(s) and Assistant Manager(s).
8. PROPOSER'S employees, agents, representatives, independent contractors, subcontractors, volunteers, or others involved in the maintenance or operation of the Facilities in contact with the public shall perform their duties in an efficient and courteous manner. Failure of any of these persons to do so, shall be grounds for the COUNTY to demand his or her removal from duties at the Facilities. All of PROPOSER'S employees shall be distinctively uniformed or appropriately attired in a

9. manner acceptable to COUNTY. Such uniforms shall readily identify individuals as the PROPOSER'S employees and be distinctively different from the COUNTY employees' attire.
10. PROPOSER shall furnish good, prompt, and efficient service adequate to meet all reasonable demands therefor. The COUNTY may periodically evaluate PROPOSER'S performance under any future agreement. As a result of these performance evaluations, the COUNTY may reasonably require PROPOSER to modify its operations so as to better serve the public.
11. The PROPOSER shall not conduct any business or activity not specifically authorized by this any future agreement, unless such activity is reasonably contemplated by any future agreement and approved in writing by the COUNTY. It is expressly understood and agreed that the PROPOSER'S operations shall not unreasonably interfere in any manner with the use of the public areas or infringe upon the rights of others authorized to conduct business near the location of the Facility. The PROPOSER agrees that a determination by the COUNTY will be accepted as final in evaluating PROPOSER'S activities that unreasonably infringe on the rights of others or are reasonably within the contemplation of services and that PROPOSER will fully comply with any decisions on this matter.
12. PROPOSER, as part of the consideration hereof, hereby does covenant and agree that no person on the ground of race, color, religion, national origin, sex, age, or handicap shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the hiring of personnel or the performance of any future agreement and the use of and access to the Facilities.
13. The PROPOSER will observe, obey, and comply with all rules and regulations adopted by the COUNTY and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to PROPOSER'S use and operations under any future agreement. PROPOSER shall be responsible for obtaining all permits, licenses and approvals required for or in connection with and to enable PROPOSER'S performance under any future agreement.
14. PROPOSER shall permit and the COUNTY shall have the authority to review any reports, citations or records issued by any governmental entity or agency regulating PROPOSER'S operations and services and to make periodic reasonable inspections of the Facilities during normal operating hours to determine if the Facilities are being maintained in a neat and orderly condition. The PROPOSER shall be required to make any improvements in the cleaning or maintenance methods reasonably required by the COUNTY. Such periodic inspections may also be made at the COUNTY'S discretion to determine whether the PROPOSER is operating in compliance with the terms and provisions of any future agreement.
15. PROPOSER shall not provide free or reduce charges for products or services in connection with the operation of the Facility, except in connection with promotional

activities approved in advance by the COUNTY'S Contract Administrator. PROPOSER shall not extend credit to COUNTY employees.

16. PROPOSER shall provide signage as approved by the COUNTY advertising the ability to pre-ordering food and beverage via the patrons own cell phone and picked up at the clubhouse. The signage will be placed at the eighth or ninth tee as approved by the County.

E.05 CASH HANDLING REQUIREMENTS AND RECORDS

1. PROPOSER shall provide, operate and maintain the following:
 - a) Equipment such as cash registers, or any other electronic or mechanical device used for recording customer's sales, shall have a serial totalizing unit built in them with a continual sequence recording of transaction of sales. Such sequent totalizing unit shall be sealed or unsealed only in the presence of an authorized and designated representative of the COUNTY. The totalizer of such units may not be turned back but shall be continuous in adding to each transaction as made.
 - b) All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into these devices. All transactions recorded on these devices shall be visibly displayed so that the amount recorded can be viewed by customers from a reasonable distance. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

Cash registers must have sufficient keys for proper breakdown and segregation of transactions and meet all accepted standards of accounting systems and cash control.
 - c) Cash registers and other electronic or mechanical devices that totalize customer transactions shall have a reading taken of same at least once each twenty-four (24) hours and recorded for accounting purposes. Adequate security protection is to be maintained so that unauthorized persons may not tamper with the totalizing unit of such devices.
 - d) All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices immediately upon sale to each paying customer and shall not delay or "gang" register or record such sales.

E.06 REPORTS AND RECORDS

1. PROPOSER shall maintain during the terms of any future agreement, all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document PROPOSER'S performance pursuant to any future agreement and all monies collected by PROPOSER in the operation of the Facility, not limited to gross receipts.. The form of all such records, cash registers, tapes, books, ledgers, journals, sales slips, and invoices, installed or to be used for recording the operations of the PROPOSER under any future agreement shall be subject to the written approval of the COUNTY prior to commencement of operations. The COUNTY reserves the right to reasonably modify reports and records requirements to be provided by PROPOSER.
2. Not later than the 16th day following the end of each calendar month throughout the term of any future agreement, the PROPOSER shall furnish to the COUNTY, on forms approved by the COUNTY, a report of gross receipts during the preceding calendar month. This report shall be signed by the PROPOSER certifying to the accuracy of such gross receipts.
3. The term "gross receipts" as used in any future agreement means all monies and other consideration paid or payable to PROPOSER for PROPOSER'S products sales made, transactions had, or for goods provided or services rendered, from all sources, in the operations of the Facility regardless of when or where the order therefor is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by the PROPOSER to a taxing authority and sales refunds may be excluded therefrom.
4. The PROPOSER shall allow the COUNTY or the COUNTY'S auditors to inspect and examine all documents used in the compilation of the reports required by any future agreement at such reasonable times as may be required by the COUNTY. Records shall be available Monday through Friday inclusive, between the hours of 9:00 A.M. and 5:00 P.M. at a location within Manatee County. In the event COUNTY, in COUNTY'S sole discretion, determines there may be a significant deviation between revenues paid and revenues which normally would be required hereof, then COUNTY may, at COUNTY'S option, require PROPOSER, at PROPOSER'S expense, provide an audited statement prepared by an independent Certified Public Accountant verifying the correctness of all payments required herein.
5. All records, including tax returns and tax reports, of the PROPOSER necessary to verify any report referred to in any future agreement shall be available to the COUNTY and the COUNTY'S auditors at a reasonable location in Manatee County, Florida for a period of five years after the end of an agreement or any extensions thereof.

E.07 EQUIPMENT, MAINTENANCE AND ADDITIONAL IMPROVEMENTS

1. PROPOSER represents that prior to signing any future agreement PROPOSER had inspected the Facilities, the fixtures and equipment therein and PROPOSER acknowledges and confirms that PROPOSER is fully familiar with the condition of the Facilities, fixtures and equipment therein.

2. The PROPOSER shall, except as otherwise provided herein, maintain the Facilities in good order and repair and shall keep the Facilities in a clean and orderly condition at all times and free of all trash, litter and debris. Specifically and without limiting the foregoing, PROPOSER shall be responsible for:
 - a) The daily and as needed cleaning and upkeep of the Patio(s), and the areas adjacent to the Facilities measuring a distance of not less than ten (10) feet from the Facilities;
 - b) Contracting and arranging for the removal of all garbage, trash and litter and, furnishing at each of the Facilities, at least one dumpster;
 - c) Transferring trash generated by the food services operations to the dumpsters on an as needed basis;
 - d) Maintaining the surrounding walkways and eating areas in a clean and orderly fashion, picking up all litter and cleaning surfaces as needed;
 - e) All internal concession finishings, such as ceilings, walls, decorations, furnishings and floor coverings and any show cases, racks, other display and sales facilities, including concession identification and signage;
 - f) All liquid petroleum gas (LPG) required to operate any LPG fueled equipment within the facilities;
 - g) All plumbing maintenance pertaining to food and beverage storage and preparation, including, but not limited to kitchen sinks, dishwashers or disposal, grease trap maintenance including pumpdown and cleaning;
 - h) Providing and maintaining adequate fire protection, including kitchen hood systems and fire extinguisher in compliance with all code requirements;
 - i) Maintaining all food and beverage equipment. Replace of inoperable equipment no matter its age is the sole responsibility of the Proposer.
 - j) All interior and exterior maintenance and repair of the Facilities, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closures, locks, windows, vent fans, exhaust fans, all tables and chairs, excluding building structure maintenance and repair such as roof or air conditioning; and
 - k) Pest control for the Facilities.
3. COUNTY shall provide, maintain and pay for the following:
 - a) Monthly fees for water and sewage collection service.

- b) The electric utility service as presently provided to the Facilities and the golf courses;
 - c) Repair and maintenance of all restrooms at the Facilities and provide all essential products.
 - d) All structural repairs not caused by the negligent or intentional acts of PROPOSER. COUNTY'S obligation to provide structural repairs is limited to the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical system within such foundation, walls and roof.
 - e) Exterior painting of the Facilities when, at the sole discretion of the COUNTY, such painting is warranted.
4. The COUNTY reserves the right to approve all equipment, furnishings, signage, and advertising installed, removed, or replaced by PROPOSER at the Facilities. Following the installation of any equipment, furnishings, and improvements PROPOSER shall provide COUNTY with a statement setting forth the cost of such equipment, furnishings, or improvements and the date upon which each installation of such equipment, furnishings, and improvements was completed.
 5. All new equipment, furnishings, and improvements provided by PROPOSER shall meet and comply with the requirements of all applicable building, fire, pollution, and other relevant codes.
 6. PROPOSER shall not alter or modify any portion of the Facilities, or the improvements constructed therein without first obtaining written consent of the COUNTY. Such writing may include requirements relating to the furnishing of a payment and performance bond and the provision of insurance and such other provisions as may be required to protect and clarify the respective interests and rights of COUNTY and PROPOSER.
 7. PROPOSER shall maintain a list of all equipment, fixtures and other personal property at the Facilities and no equipment, fixtures or other personal property shall be subject to any lien, leasing, or any security arrangement unless prior written consent is given by the COUNTY.
 8. Upon the execution of any future agreement, COUNTY agrees to make available to PROPOSER certain personal property previously purchased by the COUNTY for use at the Facilities. PROPOSER shall be responsible for maintenance of said equipment throughout the useful life of each particular item. In the event that certain equipment specifically identified is lost or stolen, PROPOSER shall be obligated to replace same with equipment of a type and quality at least as good as that of the lost or stolen equipment.
 9. Notwithstanding any other provision of any future agreement, COUNTY reserves the right to take such action as may be required to maintain, repair, enhance and improve the Facilities. Any work required as the result of PROPOSER'S failure to comply with

PROPOSER'S obligations shall be charged to PROPOSER provided COUNTY has advised PROPOSER in writing of the failure to comply and provided a reasonable time for compliance. Any charge assessed against PROPOSER shall be due with PROPOSER'S monthly License Fee payment next due. Any work by COUNTY, or COUNTY'S agents, employees or contractors shall not be undertaken without fifteen

(15) days advance notice to PROPOSER and shall be scheduled and provided in a manner that will not substantially interfere with PROPOSER'S use of enjoyment of the Facilities unless such work is required on an emergency basis to preserve and protect the Facilities or correct an unsafe condition.

E.08 LICENSE FEES AND PAYMENT

1. PROPOSER, in consideration for the COUNTY'S granting any future agreement and the right to use the Facilities and the rights and privileges granted under any future agreement, shall pay to COUNTY _____% of gross receipts under \$_____ per month and _____% of gross receipts exceeding \$_____ per month.
2. The Monthly License Fee shall be calculated at the end of each calendar month and must be delivered to COUNTY within sixteen (16) days thereafter.
3. In addition, PROPOSER shall pay when due any and all taxes arising under or resulting from any future agreement and as a result of PROPOSER'S operations, activities and use of the Facility. PROPOSER shall pay all such taxes directly to the entity or agency collecting the taxes, unless COUNTY is required by law to collect and remit such taxes. PROPOSER shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes. Any taxes which must by law be collected by COUNTY shall be paid along with the Monthly License Fee.
4. All remittances of Monthly License Fees and charges to be made by PROPOSER under any future agreement shall be made in person or mailed to the address provided for notices to be delivered under County Board of County Commissioners. Checks shall be made payable to the Manatee County Board of County Commissioners.
5. In the event PROPOSER fails to pay any of the Monthly License Fees or charges as required to be paid under the provisions of any future agreement after same shall become due, interest at the maximum rate allowed by law but not to exceed 1-1/2% per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due through the date received by the COUNTY. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating any future agreement for default in the payment of Monthly License Fees or charges or enforcing any other provisions contained in an agreement. The COUNTY'S acceptance of late payment of any Monthly License Fees or charges shall not constitute a waiver of COUNTY'S right to terminate this RFP in the event of any subsequent default by PROPOSER in the payment of any Monthly License Fees or charges on the date the same shall be due and payable.

6. License Fees may be renegotiated at the sole discretion of the COUNTY if gross sales revenues decrease more than 15% from the prior year for four (4) consecutive months.

E.09 LIABILITY FOR DAMAGE, INDEMNITY INSURANCE, BOND

1. LIABILITY FOR DAMAGE OR INJURY. The PROPOSER shall be liable for damage or injury which may be sustained by any party or persons using the Facility other than the damage or injury solely caused by the negligence or intentional actions of the COUNTY, its agents, and employees while in the course of COUNTY business. PROPOSER shall at PROPOSER'S expense promptly repair all damage to the Facility caused by the PROPOSER, its employees, agents, customers, or independent contractors contracting with PROPOSER.

2. INDEMNIFICATION OF COUNTY. PROPOSER shall at all times hereafter, indemnify, hold harmless and defend COUNTY, its agents, servants and employees from any and all claims, liability, loss or cause of action of any kind or nature arising out of the actions, omissions, or negligence, in whole or in part of the PROPOSER, its officials, agents, or employees, in the performance of or under this RFP. The PROPOSER shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

3. DAMAGE OR DESTRUCTION OF FACILITY. If the Facility, or any structures therein are partially damaged by fire, flood, wind or other casualty, excluding the negligent or intentional acts of PROPOSER, PROPOSER may repair the damage at its own costs and expense, and no adjustment shall be made in the Monthly License Fee.

In the event the Facility is destroyed or so damaged by fire, flood, wind or other casualty, excluding the negligent or intentional acts of PROPOSER, that the Facility is unusable for the purpose of this RFP, neither the PROPOSER nor the COUNTY shall be under any obligation to repair or reconstruct the Facility and PROPOSER may, with written notice to COUNTY within fifteen (15) days after such occurrence, terminate this RFP entirely, and any advance payment returned to PROPOSER.

4. INSURANCE. Without limiting any of the other obligations and liability of PROPOSER, PROPOSER shall, prior to the commencement of operations, furnish to the COUNTY evidence of the following insurance, which insurance coverages PROPOSER shall maintain and keep in full force and effect during the term of the RFP.
 - a. Comprehensive General Liability Insurance in an amount not less than \$300,000 per occurrence combined single limit for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the

latest edition of the Comprehensive General Liability policy, without restrictive endorsements as filed by the Insurance Services Office and must include:

- b. Premises and/or Operations.
- c. Independent Contractors.

COUNTY is to be included as an "**Additional Insured**" with respect to liability arising out of the operations of the Facility performed for COUNTY by or on behalf of PROPOSER or acts of omissions of COUNTY in connection with general supervision of such operations of the Facility.

5. Business Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with any future agreement in an amount not less than \$100,000 combined single limit for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.
6. Worker's Compensation Insurance as required by the Worker's Compensation Law of the State of Florida and all applicable federal laws.
7. The insurance coverage required shall include those classifications, as listed in standard liability manuals, which most nearly reflect the operations of PROPOSER. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with management and financial strength qualifications as are approved by the COUNTY. Certificates will provide that no modification or change in insurance shall be made without a 30-day written advance notice to the certificate holder (Manatee County) and approval by the COUNTY.
8. Compliance with the foregoing requirements shall not relieve PROPOSER of any liability and obligation under this section or under any other section of any future agreement.
9. PROPOSER shall provide to COUNTY prior to commencement of any activities, Certificates of Insurance evidencing the insurance coverage as specified above. The required Certificates of Insurance shall not only name the types of coverage provided, but also shall refer specifically to any future agreement and the particular sections contained herein in accordance with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of an agreement. If the initial insurance period expires prior to the completion of an agreement, renewal Certificates of Insurance shall be furnished 30 days prior to the date of expiration of any insurance coverage. Insurance shall not be canceled without 30 days prior written notice to COUNTY, and must be endorsed to provide the same. Failure of PROPOSER to obtain and maintain proper amounts and types of insurance under an agreement shall constitute material breach of an agreement by PROPOSER.

10. COUNTY reserves the right to amend the insurance requirements by the issuance of a notice in writing to PROPOSER to the extent reasonably deemed necessary to protect COUNTY from loss damage or liability for the acts, errors and omissions of PROPOSER in the use and operations of the Facility by PROPOSER.

11. COUNTY shall have no duty or responsibility to insure, replace or protect PROPOSER'S equipment, furnishings or other personal property used or stored in the Facility, or any fixtures or improvements provided or paid for by PROPOSER, and all risk of loss and insurance against such risks shall be the sole responsibility of PROPOSER.

E.09 Period of Performance

1. Unless renewed or extended as provided herein, any future agreement shall remain in full force and effect for five (5) years from the 1st day of June, 2009, unless this term is sooner terminated as herein provided.

2. Unless the Board of County Commissioners determines that different arrangements should be made for the Facility or the operation of the Facility, and provided there has been no default under this RFP during the previous term, COUNTY'S Contract Administrator may, by written notice, provide PROPOSER with an option to renew any future agreement for one (1) additional two (2) year term. Such notice shall not be furnished earlier than one hundred twenty (120) days prior to the end of the existing term. PROPOSER shall evidence his agreement to the renewal term in writing on or before ninety (90) days prior to the expiration of the existing term; provided, however, PROPOSER shall have a period of at least five (5) business days to respond to the notice from COUNTY'S Contract Administrator. All renewal terms shall be subject to all terms and conditions set forth in the agreement.

PROPOSAL SIGNATURE FORM
RFP #09-0045FL

Firm Name

Mailing Address:

() _____
Telephone Number

City, State, Zip Code

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 Golf Course Food Concessions according to the requirements of this RFP #09-0045FL.

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"

RESOLUTION R-93-22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPLEMENTING ¶3-101(7)3(1) OF THE MANATEE COUNTY PROCUREMENT CODE (ORDINANCE 84-02 AS AMENDED) TO ESTABLISH MINIMUM REQUIREMENTS FOR BIDDERS WITH RESPECT TO MAINTAINING A DRUG FREE WORKPLACE; REQUIRING WRITTEN CERTIFICATION TO THE COUNTY OF COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED HEREIN; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Manatee County recognizes that substance abuse is a complex societal problem that continues to threaten the welfare of the residents and community; and

WHEREAS, the Board of County Commissioners considers substance abuse on the job to be an unsafe and counter-productive work practice; and

WHEREAS, consistent with its policy to promote a safe work environment and encourage personal health for all citizens of Manatee County, the Commission finds it necessary to combat substance abuse in the workplace by promoting education and awareness; and

WHEREAS, consistent with the Drug Free Workplace Act (§112.0455, Florida Statutes) and policies applicable to Manatee County employees pursuant to Resolution R-93-10, the Board of County Commissioners of Manatee County has determined that it is necessary and in the best interest of the County to adopt the drug free workplace requirements for persons or entities contracting with Manatee County; and

WHEREAS, ¶3-101(7)B of the Manatee County procurement Code (Ordinance 84-02, as amended) authorizes the adoption of requirements for maintaining a drug free workplace applicable to persons or entities bidding on contracts with Manatee County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, as follows:

1. **Certification Required:** No person or entity submitting a bid pursuant to ¶3-101 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, unless such person or entity has submitted a written certification to the county that it will provide a drug free workplace by:

- a. 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 in §893.02(4), Florida statutes, as the same may be amended from time to time, in the person's or entity's workplace 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 workplace;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, 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.
- b. 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 workplaces a written statement of it's policy containing the foregoing elements (i) through (iv).
- c. 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
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

- d. At all times pertinent to the performance of any contract with Manatee County, notify the county within ten (10) days after receiving notice under subsection c. from an employee or otherwise receiving actual notice of such conviction.
 - e. 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.
 - f. Making a good faith effort to continue to maintain a drug free workplace through implementation of sections a. through e. of this subsection.
2. **Severability.** If any part, section, subsection, or other portion of this Resolution, or any application thereof to any person or circumstances declared to be void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Resolution, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect.
3. **Effective Date.** This Resolution shall take effect ninety (90) days after adoption by the Board of County Commissioners.

ADOPTED in open session by a majority of the duly elected Board of County Commissioners of Manatee County, Florida, this 2nd day of February, 1993.

**ORIGINAL DOCUMENT SIGNED BY BOARD OF COUNTY COMMISSIONERS
CHAIRMAN MS. LARI ANN HARRIS ON FEBRUARY 2, 1993 AND IS ON FILE AT
MANATEE COUNTY CLERK'S OFFICE.**

<R93 - 22>

ATTACHMENT "B"

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a)
MANATEE COUNTY PURCHASING POLICIES, ON DRUG FREE WORK PLACES

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:

_____ for _____
[print individual's name and title] [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
- (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 Resolution R-01-36 Section 4, E (1) (a) 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 Resolution R-01-36 Section 4, E (1) (a).

[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)

Notary Public Signature My commission expires _____

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

ATTACHMENT "C"

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.

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]

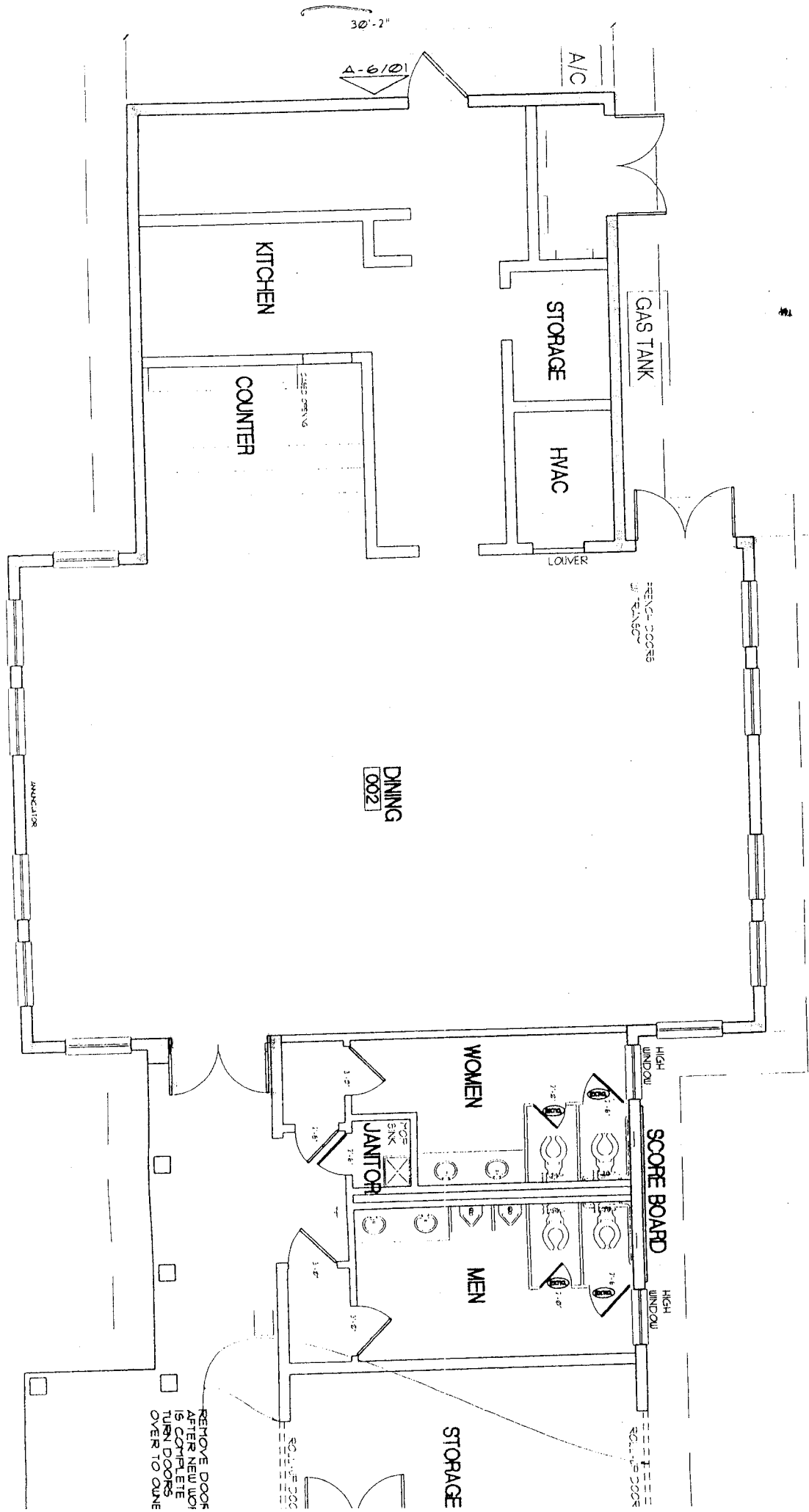
Notary Public Signature My commission expires _____

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

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

ATTACHMENT "D"

30'-2" BUFFALO CREEK GOLF COURSE CLUBHOUSE



ATTACHMENT "E"

Current Concession Menu

Breakfast:

Egg Yummie
Fried egg sandwich
Big Breakfast (2 eggs, bacon, toast)
French Toast/Pancakes

Lunch:

BLT
Sloppy Joe
Hamburger/Cheeseburger small
Pulled Pork
Fish Sandwich
Chicken Sandwich
Hot Dog/ Kiebasa
Egg Salad
Tuna
Turkey
Ham & Cheese
Roast Beef
Hoagie
French Fries
Chips/Candy Bars

Drinks:

Beer and wine
Coke products
Bottled water
Eneergy drinks

ATTACHMENT "F"

Concession Equipment Inventory

Manatee County Golf Course:

3 Keg Dispenser with glass bottle storage
True Refrigerator with top storage shelf 60"
True Cooler 60"
Stainless Steel Sink with shelf
Garland Range with 2 burners & 24" grill
Toaster two fryer with stand
True Refrigerator upright 72" height x 58" wide
Ice Automatic ice maker
Stainless Steel Shelving Racks
(2) upright freezers
(10) stools
(22) chairs
(2) two top tables
(6) four top tables

Buffalo Creek Golf Course:

Two fryer with stand
Range/4 burner/36" grid
Delfield #6025-S Refrigerator
Hatco Grah-18 SS wall Shelf
Delfield Sandwich cooler
Beverage Air Draft Beer Cooler
Freezer Artic Air Upright
Bottle Cooler, Beverage Air 2
Stainless Steel Shelving Racks
Hoshizaki Ice Maker
(7) two top tables
(7) four top tables
(4) five top round tables
(62) chairs