

---

**INVITATION TO NEGOTIATE #15-1162CP:**  
**Convention Hotel**



**ITN Issued:** September 3, 2015  
**Pre-Proposal Information & Site Inspection Meeting:** 1:00 PM ET on September 23, 2015  
**Deadline for Clarifications:** October 9, 2015  
**ITN Responses Due:** By 4:00 p.m. ET on October 30, 2015

---

Scenes from the Bradenton Area

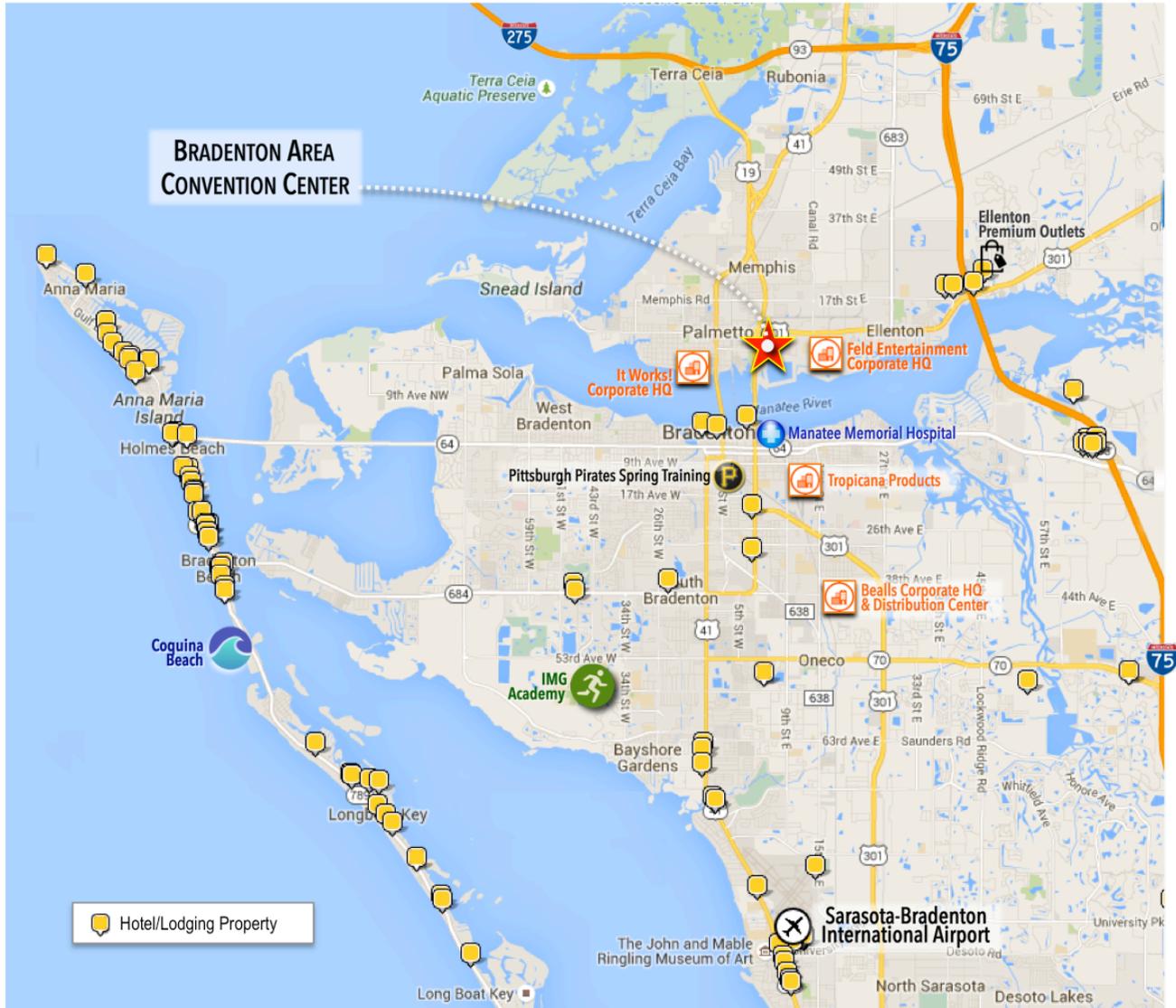


- A Coquina Beach has the "Best Island Beach Sand in the U.S." and the "5<sup>th</sup> Best in the World" according to Conde Nast Traveler
- B Historic Downtown Bradenton
- C IMG Academy's private school & training institute - alumni include Tony Romo, Gary Sheffield, Andre Agassi, and Serena Williams
- D The River Regatta
- E Recent corporate headquarter relocations: *Feld Entertainment* from Tysons Corner VA; and *It Works!* from Grand Rapids MI
- F The City of Palmetto's waterfront
- G "Music in the Park" at the Riverwalk Pavilion

## TABLE OF CONTENTS

PROJECT INTENTION .....	4
THE BRADENTON AREA HOTEL MARKET.....	5
THE BRADENTON AREA CONVENTION CENTER ("BACC").....	8
THE CONVENTION HOTEL SITE .....	12
BRADENTON AREA & VISITATION .....	13
ITN TIMELINE, SELECTION & AWARD PROCESS .....	16
SUBMISSION GUIDELINES & INSTRUCTIONS .....	20
<i>Proposal Requirements</i> .....	20
COUNTY'S STATEMENT OF AUTHORITY & GENERAL INFORMATION .....	23
PROJECT DIRECTORY .....	29
APPENDICES .....	30
<i>Appendix A: Hotels in the Bradenton/Ellenton Market Area</i> .....	31
<i>Appendix B: Listing of 16 Largest Employers in the Bradenton Area</i> .....	32
ATTACHMENTS .....	33
<i>Required Form A: Proposal Signature Form</i> .....	34
<i>Required Form B: Public Contracting and Environmental Crimes Certification</i> .....	35

Map of the Bradenton FL Area



## **PROJECT INTENTION**

It is the intent of Manatee County via this Invitation To Negotiate (“ITN”) to identify the best private-sector partner who will develop, own, and operate a quality, nationally-branded hotel property of no less than 125 rooms adjacent or within easy walking distance to the Bradenton Area Convention Center (“BACC”) located at One Haban Boulevard, Palmetto, Florida. The purpose for the public participation in the hotel project is to allow the BACC to more effectively attract larger groups via a room block agreement that will result in greater economic impact benefiting the larger Bradenton area. The County anticipates that it will receive submittals that propose primarily select service hotels; however, the County encourages development teams to also consider smaller, full-service properties. The County understands and recognizes that full-service properties require a larger public-sector investment in order to make the project economically attractive to private sector developers.

The County is open to receive proposals that include a request for management and operational control of the BACC (currently managed by the County) and/or its food and beverage operations (currently managed by a 3<sup>rd</sup> party vendor). The County is also open to receive proposals that include other commercial and retail development components in addition to the convention hotel.

This ITN is designed to provide a competitive negotiation and evaluation process where a short list of acceptable Proposers is created; however, two negotiation strategies will be available to the County: single and concurrent negotiations. The County recognizes that negotiations frequently cause an exchange of ideas and methods concerning how to best deliver the desired outcome so that both the Proposer’s and County’s goals are mutually achieved. The ITN process allows for the negotiation and determination of an agreement’s terms and conditions, and provides a process for defining the requirements in the scope of work.

Best value for both the County and the Proposer is obtained by conducting open and honest dialogue with top proposers, giving Proposers the opportunity to adapt their initial offering and/or giving the County the opportunity to modify its initial requirements in order to reach a mutually beneficial partnership.

### **The Public-Private Partnership**

The County seeks the best value for any public investment in the project that is required, and is not necessarily seeking the lowest level of public investment. The County and other local governing bodies have multiple existing financial tools that could be utilized to provide public investment in the project, including but not limited to: (i) City of Palmetto TIF District rebating up to 25% of the construction value of the project; plus (ii) an Enterprise Zone refunding 7% of the project’s sales tax. Moreover, the County will consider proposals that seek alternative incentives that are legally permissible.

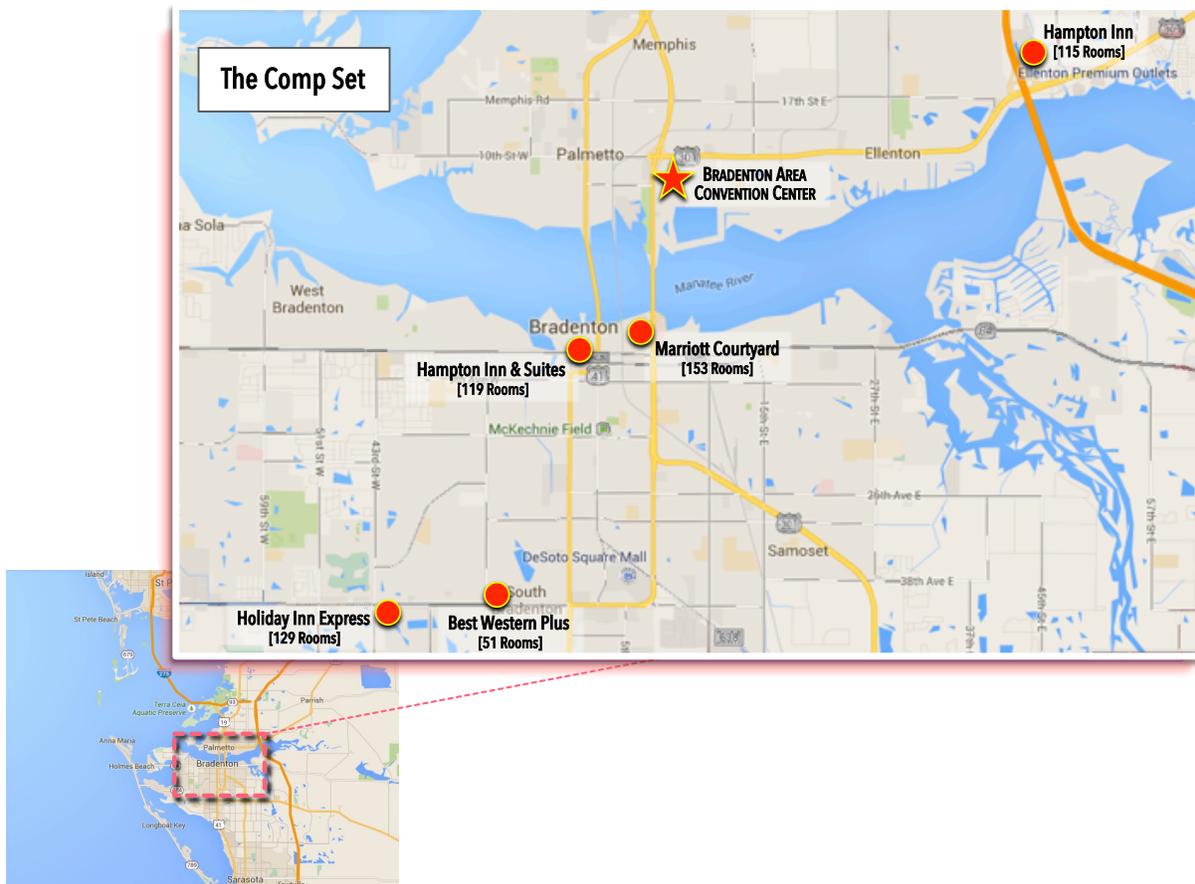
## THE HOTEL MARKET

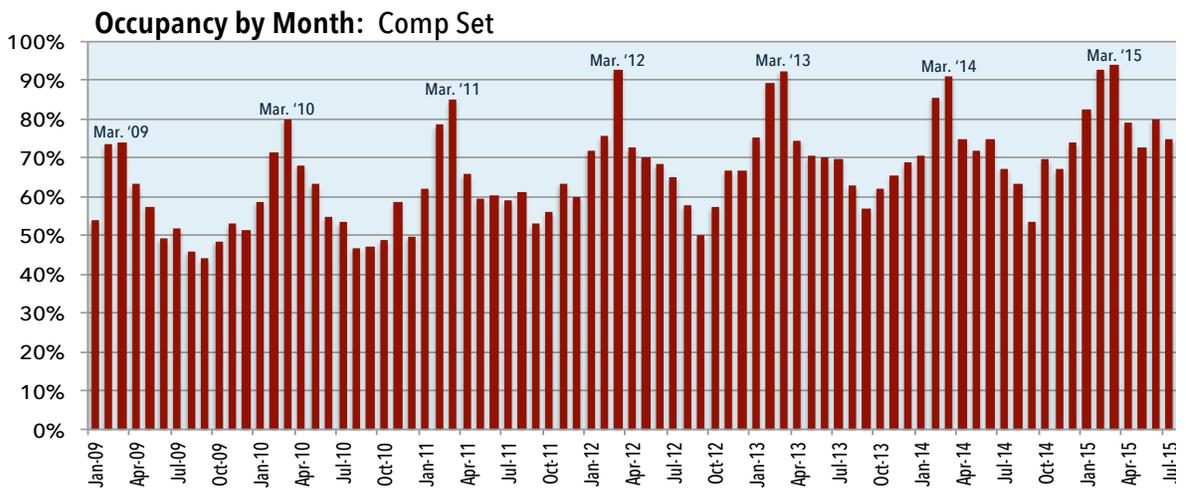
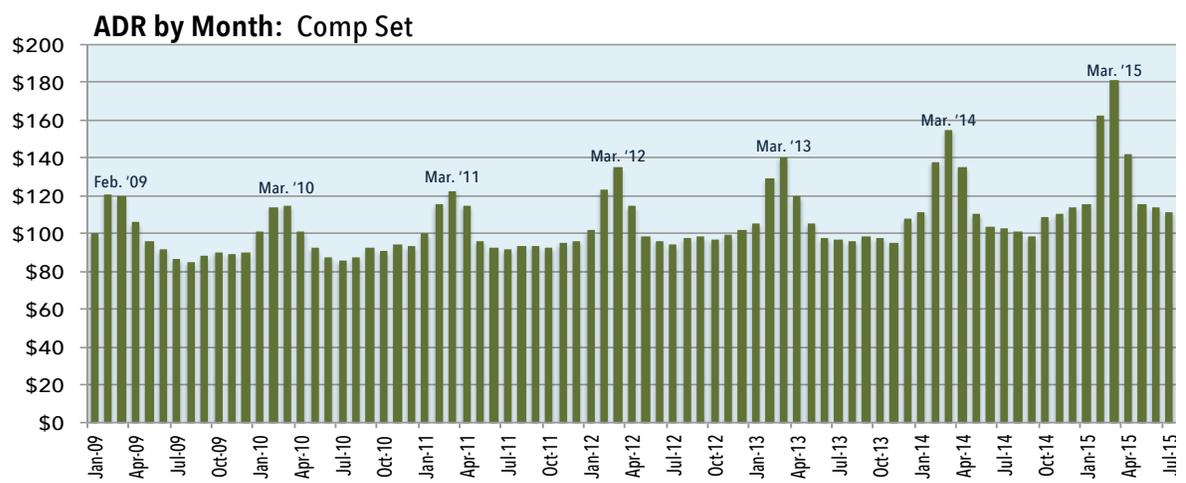
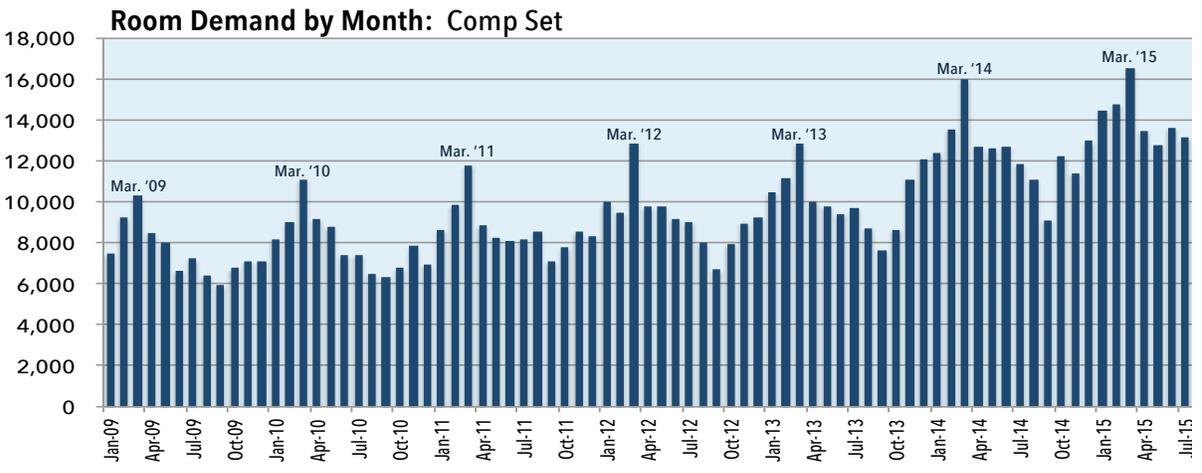
Although the larger Bradenton area has many hotel properties, particularly in the beach areas, there are five individual hotels that would likely represent the most comparable set of properties given their location, size, and type. These five properties, referred to as the “Comp Set” are shown in the graphic below. A summary of their historical performance is presented for informational purposes.

Through the end of July 2015, the year-to-date occupancy for the Comp Set was 82.1% according to STR, up from 76.4% for YTD 2014, and 77.2% in YTD 2013. Annual occupancy rates for the Comp Set were 71.8%; 71.1%; 67.8% in 2014; 2013; and 2012, respectively.

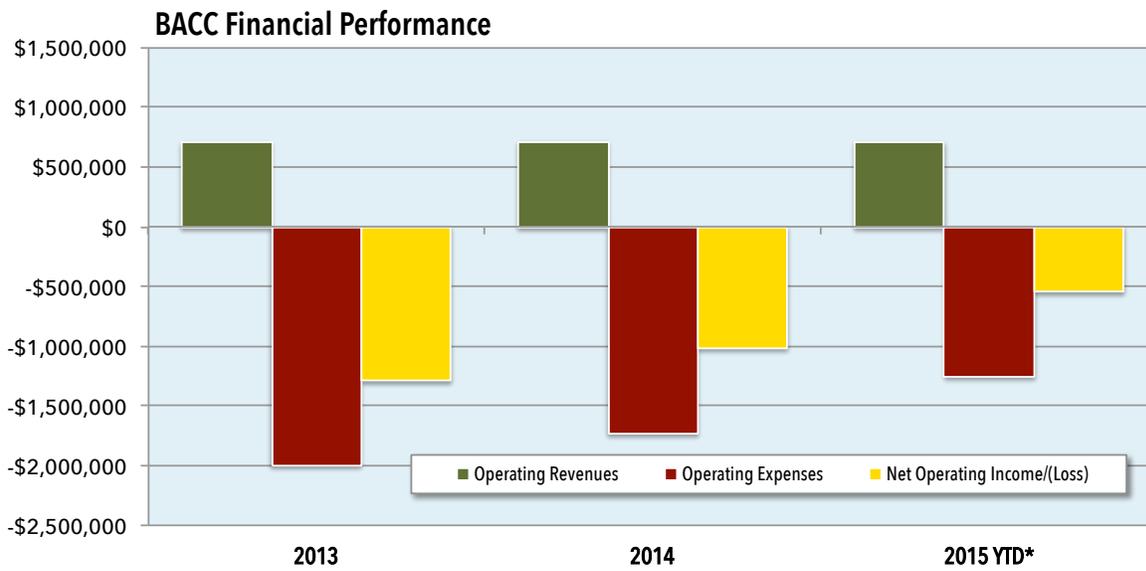
ADR also experienced robust growth over the last several years. The July 2015 YTD ADR for the Comp Set was \$136; compared with \$124 in YTD 2014 and \$115 in YTD 2013. Annual occupancy rates for the Comp Set were 71.8%; 71.1%; 67.8% in 2014; 2013; and 2012, respectively.

Since 2010, the RevPAR for the Comp Set has enjoyed a compound annual growth rate (CAGR) of approximately 11.5%.





Source: STR.



### BACC Operating Expenses

	2013	2014	2015 YTD*
Administration	\$528,131	\$443,192	\$366,534
Operations	1,264,569	1,193,104	613,659
Repairs & Maint.	83,858	40,382	212,847
Concessions	102,001	48,932	56,456
Other	16,705	7,389	6,752
<b>Total Expenses</b>	<b>\$1,995,264</b>	<b>\$1,732,999</b>	<b>\$1,256,248</b>

\*Note: 2015 YTD includes the nine-month period from October 2014 through June 2015

## **THE BRADENTON AREA CONVENTION CENTER ("BACC")**

Owned and operated by Manatee County, the facility was built in 1985 and recently completed a nearly \$7 million renovation in 2012. The Center currently hosts approximately 130 meetings and events a year, drawing an estimated 200,000 attendees annually. For the first nine months of fiscal year 2015 (October 2014 through June 2015), the Center generated over \$615,000 in operational revenue from 143 hosted events equating to 204 event days. The Center's business is fueled in part by the aggressive marketing of the Bradenton Area Convention & Visitors Bureau, which commits to also being a strong partner for the owner of the proposed Convention Hotel.

**Number of annual meetings and events hosted in 2014:** 133

**Number of annual visitors to the Center:** 200,000±

**Average event length:** 2 days

**Average attendance per event:**

Center Hall: 2,000

Conference Center: 400

**Total square feet:** 65,000 sq. ft.

**Center Hall seating capacity:** 4,000

**Parking Capacity:** 1,000 spaces

**Other Facility Amenities:**

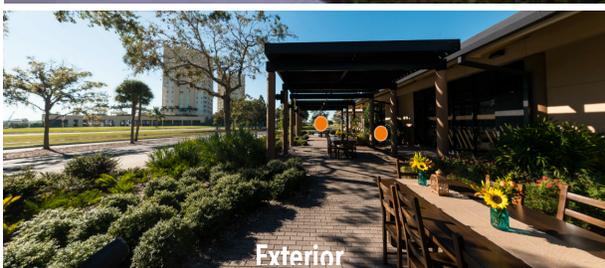
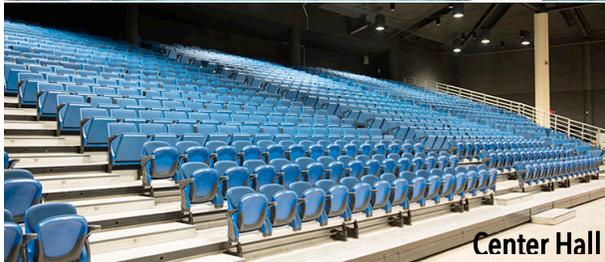
Loading dock • Outdoor meeting & function areas • In-house audio visual & catering services  
Lobby concession area • Dressing rooms • Business Center • Bus and Truck power available

**Kitchen Area:** Approx. 65' by 50', plus office, (2) dry storage areas, (3) walk in coolers, walk in freezer, dedicated staff restrooms; dishwasher, (2) prep sinks, (2) hand washing stations, (4) convection ovens, flat top, grill, gas stove, multiple basket fryer, and tilt skillet.

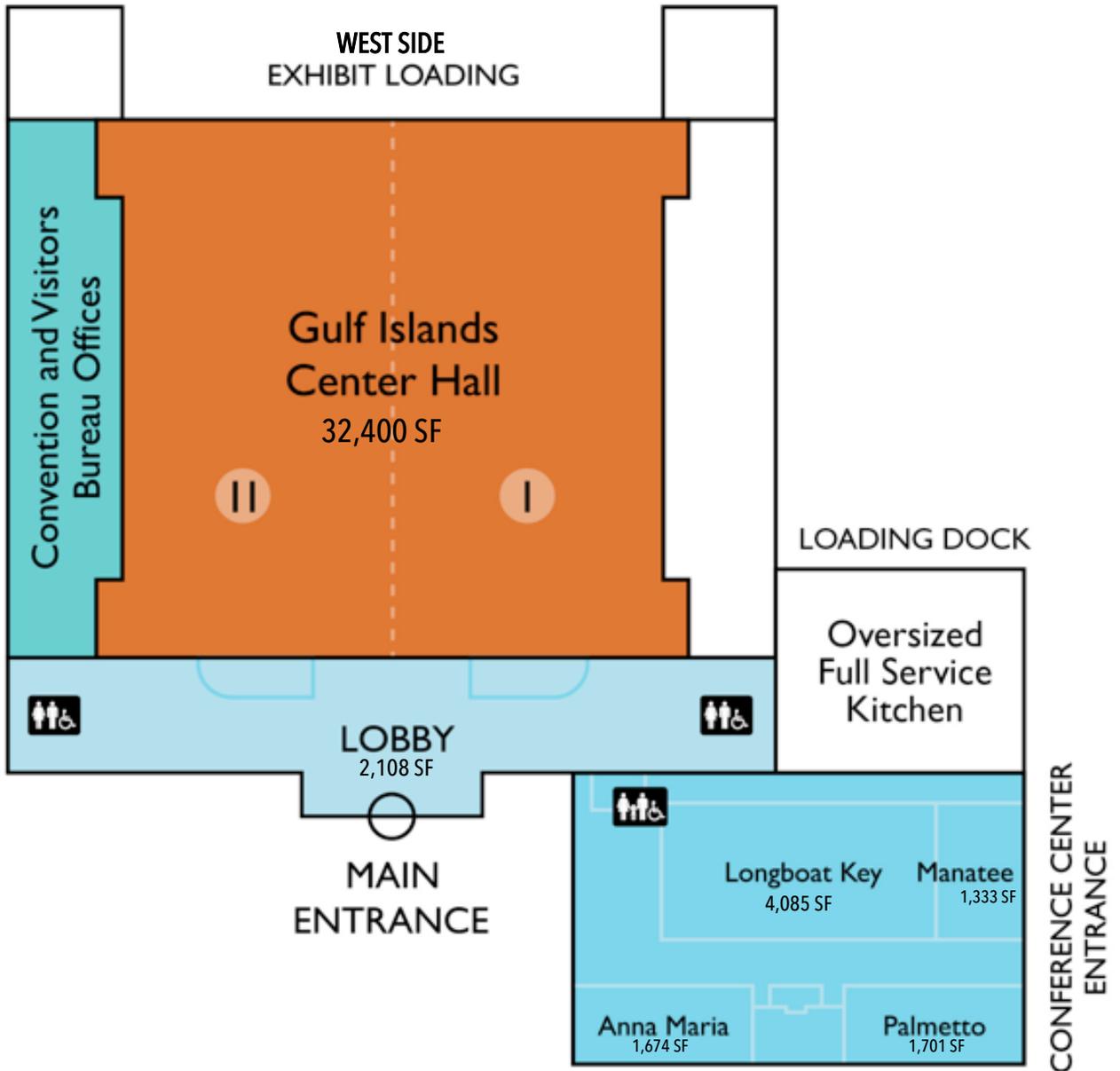
**3<sup>rd</sup> Party Vendors:** Manatee County has third-party Food & Beverage and Audio/Visual vendors under contract for the facility.

**Liquor License:** Manatee County currently possesses a 4COP Retail Beverage License, (License # BEV5100847). It is a Class SCX pursuant to Section 561.20(2) F.S., which allows beer, wine, and liquor consumption on premises only. This class license is issued to the Convention Center. This license is non-transferrable and if the successful Proposer desires to manage and/or operate the food and beverage operations at the BACC, a new license will need to be obtained by the operator.

Convention Center Images

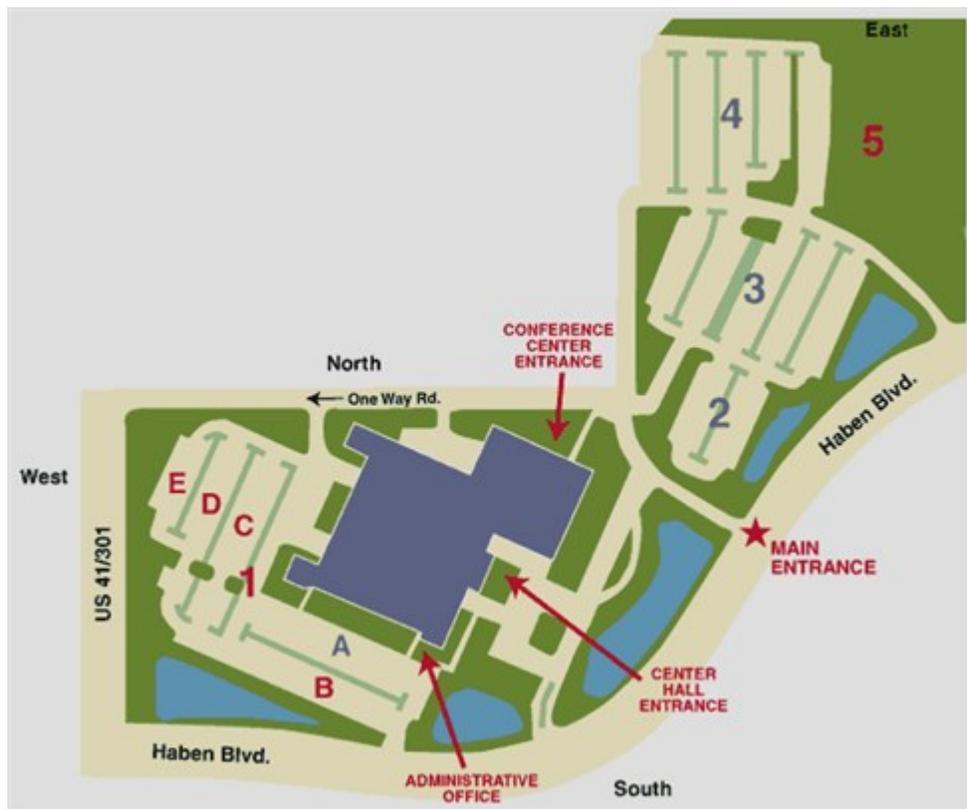


### Convention Center Floorplan



## On-Site Parking

Current policy allows parking lot areas 1B-E and 5 to be rented if booked in conjunction with rental of the building. The parking areas have no electrical or water hookups. Parking lots 1A, 2, 3, and 4 are not available for rent. Total parking capacity for all lots is approximately 1,000.



### THE CONVENTION HOTEL SITE

The convention hotel may be proposed on one or more sites, including the 24.61-acre property encompassing the convention center which is owned by the County; and/or one of the other potentially available sites as shown below. The County encourages Proposers to be creative with their approach to physical possibilities that allow for efficient value and land use. The County-owned site is bordered to the north by a proposed road that would connect US 301 and Haben Boulevard via an extension of 7<sup>th</sup> Street East.



## BRADENTON AREA & VISITATION

The Bradenton Area has long been one of Florida's favorite visitation destinations, as evidenced by the over 2.9 million visitors each year. Many of its vacationer appeals also make it abundantly attractive to a variety of meetings, groups and events, including:

Weather – Excellent year-round weather, including some of the most temperate winter temperatures in the country, provide the perfect environment as well as the elimination of travel hassles and delays.

Beaches – The area offers pristine and enjoyable beaches, many on offshore islands, in an infinite variety. But unlike elsewhere in Florida, the beaches are free of high-rise hotels, condos and clutter, providing an authentic Florida beach experience in a serene tropical setting.

Ease of access and movement – Serviced by three international airports, including the local Sarasota Bradenton International Airport, as well as major interstates and highways, the area is easy to get to. Once here, efficient roadways, convenient ground transportation and effective mass transit make it easy to get around.

Vibrant cities and region – Anchored by the area's county seat, Bradenton, the area offers vibrant cities filled with culture, entertainment, nightlife and events in abundance. St. Petersburg and Tampa to the north and Sarasota to the south are just minutes away, adding to the destination's rich offerings. Sports are also a regional draw to the area.

Related and supporting industries – The area's 335,000 residents and millions of annual visitors enjoy one of Florida's most exciting culinary environments, with many local establishments ranked nationally. The region's arts and culture opportunities include world-renowned museums, thriving arts villages, and a constant kaleidoscope of community events. Additionally, our area's meetings and group market enjoys the support of ancillary industries - from audio visual suppliers, local event and travel planners, culinary suppliers and more.



### A strong, growing economy

The City of Palmetto and the Bradenton area continue to be recognized for their success in attracting new residents, new businesses, and new visitors. Palmetto offers an assortment of activities to explore and enjoy, including a beautiful and relaxing marina/entertainment facility. Located on the Manatee River, Regatta Pointe is home to superb restaurants and offers majestic views of the area's waterfront.

Ranked as one of the fastest growing U.S. companies nationwide by Inc. 500, international direct sales company *It Works!* recently chose Palmetto for its corporate headquarters. The company brings hundreds of its over 44,000 distributors to the area each month. Moreover, *Feld Entertainment*, owner of Ringling Bros. and Barnum & Bailey circus; Disney on Ice; Disney Live!; Monster Jam; and Supercross recently moved its global headquarters from Virginia to a site approximately one mile from the BACC. The massive entertainment company bought a 47-acre site to house its new 100,000 square foot state-of-the-art office, studios and rehearsal complex.



## Thriving, balanced, growing visitation

The Bradenton Area enjoys one of the most balanced, consistent and robust visitation markets in the state. A rapidly evolving visitation product and aggressive marketing have combined to drive and expand visitation through all market sectors, from leisure, group, meetings, events and more. The area has an exceptionally strong weddings market composed of both regional and destination weddings, but most notable is the area’s exceptional sports and athletic group component. An established and continually expanding sports destination, the area is drawing athletes, teams, spectators and fans for training, events and competition throughout the area through an astonishingly broad range of sports and athletic endeavors. The expanding group and meetings market is helping to raise area hotel occupancies, elevate room rates and revenues, and continue the area’s trend of steady growth of visitation.

### Where Visitors Come From:

#### Top Feeder Markets Ranking

- 1 ORLANDO AREA
- 2 TAMPA/ST. PETERSBURG
- 3 NEW YORK
- 4 CHICAGO
- 5 PHILADELPHIA
- 6 BOSTON
- 7 PITTSBURGH
- 8 DETROIT
- 9 CLEVELAND
- 10 ATLANTA
- 11 CINCINNATI
- 12 WASHINGTON, D.C.

#### Domestic and International

	2011	2012	2013	2014	Increase
Florida	147,329	156,390	166,640	172,090	16.8%
Southeast	50,189	53,210	54,500	57,040	13.7%
Northeast	89,946	100,650	108,920	119,960	33.4%
Midwest	100,916	110,310	115,640	126,180	25.0%
Canada	22,733	24,100	25,750	26,400	16.1%
United Kingdom/Ireland	28,192	33,540	36,530	39,450	39.9%
Continental Europe	28,488	34,610	37,200	43,260	51.9%
Markets of Opportunity*	24,507	25,090	25,120	26,220	7.0%
<b>TOTAL</b>	<b>492,300</b>	<b>537,900</b>	<b>570,300</b>	<b>610,600</b>	<b>24.0%</b>

\*All other domestic markets

### Visitor Statistics:

	2011	2012	2013	2014	2013-2014 CHANGE
TOTAL VISITORS	2,691,800	2,796,500	2,839,300	2,916,100	Up 2.7%
OVERNIGHT VISITORS	925,400	978,900	1,012,600	1,059,300	Up 4.6%
LODGING OCCUPANCY	492,300	537,900	570,300	610,600	Up 7.1%
AVERAGE ROOM RATE	\$132.40	\$136.20	\$141.30	\$150.80	Up 6.7%
LENGTH OF STAY	6.2 nights	6.1 nights	6 nights	5.9 nights	(Unchanged)
AVERAGE PARTY SIZE	2.9 people	2.8 people	2.9 people	2.8 people	(Unchanged)
VISITORS TRAVELING BY CAR	51.5%	50.8%	49%	47.6%	Down 2.9%
VISITORS TRAVELING BY AIR	46.8%	47.6%	49.6%	51%	Up 2.8%
TOTAL ECONOMIC IMPACT	\$764,805,700	\$844,889,200	\$909,027,700	\$994,743,400	Up 9.4%
FULL TIME JOBS GENERATED BY TOURISM	18,300	19,800	20,500	21,700	Up 5.9%

Source: Research Data Services, Inc.

## **ITN TIMELINE, EVALUATION & AWARD PROCESS**

### **Anticipated Schedule of Meetings and Deadlines**

September 3, 2015	Issuance of Invitation to Negotiate "ITN"
September 23, 2015	Pre-Proposal Information Meeting ( <i>non-mandatory</i> ) and Convention Center Site Inspection
September 24 through October 8, 2015	Convention Center Site Inspection by Appointment ( <i>Optional</i> )
October 9, 2015	Written Questions Due
October 30, 2015	PROPOSALS DUE TO COUNTY (4:00 PM ET)
November, 2015	Proposer Interviews/Presentations ( <i>If Necessary</i> )

The County reserves the right to extend or otherwise modify the above-presented calendar. If and when such changes in the schedule occur, notice will then be given to Proposers still involved at that stage of the process.

### **Criteria for Evaluation**

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal or proposals which best meet the needs of Manatee County as determined from reviewing the proposals received and subsequent investigation of same by the County. The committee shall make a recommendation as to the Proposer(s) with whom it shall negotiate. Upon approval, the Purchasing Division shall lead the negotiations with one or more Proposers until such time a final agreement is reached at which time it shall recommend award of an Agreement to the Proposer that is determined to provide the best value to the County based on the evaluation criteria and the outcome of the negotiations.

No weight will be assigned to the evaluation factors which include, but are not limited to the following:

- a. Number and quality of hotel rooms to be developed,
- b. Experience of the Development Team,
- c. Financial capability of the Development Team,
- d. Conceptual approach to Project design, development, and use of the Site,
- e. Terms of the Room Block Agreement,

- f. The financial obligations, if any, to be borne by the County,
- g. Similar past projects,
- h. Past performance records of the Development Team, and
- i. Any additional evaluation criteria may be included in each solicitation as determined by the County.

### **Pre-Proposal Information Meeting & Convention Center Site Inspection**

The County will host a non-mandatory pre-proposal meeting in the Longboat Key Room at the Bradenton Area Convention Center on Wednesday, September 23, 2015 beginning promptly at 1:00 PM EST. The meeting will include a walking tour of the Center and the site. Details of the ITN, the evaluation process, a discussion on available financial development incentives, and other issues will be discussed. The County prefers that interested developers RSVP to anyone listed in the Project Directory on page 29 of their intent to attend the session on or before Monday, September 21.

### **Convention Center Site Inspection [Optional at Development Team's Discretion]**

In addition to the BACC site tour offered as part of the Pre-Proposal Meeting, County staff is offering to host site visits to present the facility. If your Development Team would like to schedule a site inspection, please contact the BACC at the address provided on page 29. Please note, the site visits are not to be used to discuss and/or test specific development options nor as preliminary negotiations.

### **Written Clarification Questions Due**

Written questions are due to the County by October 9, 2015. Throughout the process, with the exception of the pre-proposal meeting, all clarifications and questions from potential Proposers must be directed in writing via e-mail to the County Purchasing Division representative as identified in the Project Directory on page 29. All questions, including those discussed orally at the pre-proposal meeting, will be addressed and responded to in writing on or before October 16, 2015 in the form of a written addendum. The County's responses may be delivered via e-mail to all potential Proposers who registered at the pre-proposal meeting; as well as being posted on the County's Purchasing Division website; however, it is the responsibility of each Proposer prior to submitting their Proposal, to contact the Manatee County Purchasing Division to ascertain whether any addenda were issued and to acknowledge receipt of same on the Proposal Signature form.

### **Preliminary Ranking & Interviews**

An evaluation committee shall determine from the responses to this ITN and subsequent investigation and/or interviews as necessary, the Proposer or Proposers most qualified to

enter into negotiations with and shall commence negotiations with one or more Proposers. In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for negotiations, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted. Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations and interviews shall be determined solely by the County, and may be closed to the public at the discretion of the Purchasing Official, and to the extent permitted by law.

### **Selection for Negotiation**

The evaluation committee will make a recommendation to the County Administrator as to the Proposer or Proposers in which the County should enter into negotiations. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer or Proposers will be invited to negotiate with the County.

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

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this ITN 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.

### **Negotiations**

The negotiation process is designed to establish the terms, conditions and covenants of the anticipated agreement and assure the County obtains the best value. The negotiations may be conducted as a single negotiation or with multiple Proposers. Negotiations with multiple respondents may occur either concurrently or consecutively.

The meetings held between the County and the respondent(s) during the negotiation phase are exempt from being held as public meetings by Section 286.0113 (2)(a)2.(b)1., Florida Statutes. Negotiation strategy meetings held by the County's negotiation team are exempt by section 286.0113 (2)(a)2.(b)2., Florida Statutes.

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

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

If negotiations have reached an impasse with all proposers invited to negotiate, the County has the option to reject all offers and cancel the ITN, to reject all offers and reissue the ITN, or to use some other procurement method.

### **Award**

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

### **Agreement**

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

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

All agreements must be in writing and signed by the parties. No oral agreement, offer or other discussion between the County and a Proposer or any employee or officer of the County shall constitute a valid or binding contract or agreement.

## **SUBMISSION GUIDELINES & INSTRUCTIONS**

Proposers must include one (1) signed original (marked "Original") along with eight (8) copies plus one (1) labeled CD or memory stick of the complete Proposal; and shall be submitted in one sealed package, clearly marked on the outside "Sealed Proposal #15-1162CP Convention Hotel ITN" and addressed to:

Christine Pearson, Contracts Negotiator  
Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

Proposals will be received until October 30, 2015 at 4:00 PM ET at which time they will be publicly opened at the address above. All interested parties and their representatives are invited to attend this opening. Any proposal received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have its proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. Proposer shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail, courier, or proposals delayed for any other reason, 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 prohibition of lobbying is in place. Please review Manatee County Code 2-26-31 and page 27 of this ITN carefully to avoid violation and possible sanctions.

### **Proposal Requirements**

The County is eager to review and evaluate any and all development proposals that establishes an acceptable hotel on one or more of the sites. This section identifies specific information that must be submitted in your proposal. Your proposal should be organized and presented using the corresponding numbering outline:

#### **1. Written Statement of Interest**

- 1.1. What are the key reason(s) your team is considering investing in the Bradenton area?
- 1.2. What are the compelling reason(s) why Manatee County should negotiate with your team?

#### **2. Lead Developer Information**

- 2.1. Name of primary contact person(s) for correspondence and notification purposes
  - 2.1.1. Name, title, address, phone, and email
- 2.2. Legal name(s) of principal officer(s) and authorized representative(s) to work with County

### **3. Experience of the Development Team**

- 3.1. Team organizational chart
  - 3.1.1. Development entity
  - 3.1.2. Management company
  - 3.1.3. Architectural firm
  - 3.1.4. Construction company
  - 3.1.5. Financial partners
  - 3.1.6. Others
- 3.2. Key Team members and individual qualifications and relevant experience of each of above
- 3.3. Hotels developed in the last 10 years
  - 3.3.1. Include name, location, number of rooms, flag, and equity stake (if any)
- 3.4. Hotels currently owned (name, location, number of rooms, flag)
- 3.5. Hotels currently managed (name, location, number of rooms, flag)
- 3.6. Public-private partnership ("P3") experience (if any)
  - 3.6.1. Include the contact information for any municipal reference(s)

### **4. Conceptual Approach to BACC Project Design and Development**

- 4.1. Statement of anticipated project concept and scope
  - 4.1.1. Type of hotel(s) (select service; full service; extended stay; etc.),
  - 4.1.2. Proposed number of keys/rooms,
  - 4.1.3. Meeting space (if any),
  - 4.1.4. Restaurants (if any),
  - 4.1.5. Proposed amenities,
  - 4.1.6. Other components of your proposed development project (if any)
    - 4.1.6.1. Residential
    - 4.1.6.2. Retail
    - 4.1.6.3. Office
    - 4.1.6.4. Other
- 4.2. Potential hotel franchise affiliations
- 4.3. Proposed or anticipated land use plan for site(s)
- 4.4. Parking plan
  - 4.4.1. Hotel parking needs
  - 4.4.2. BACC parking plan if current surface spaces are eliminated due to hotel

### **5. Estimated Project Budget**

- 5.1. Include land costs; hard costs; soft costs; FF&E; pre-opening; site work; development fees; other costs

### **6. Estimated Hotel Cash Flows**

- 6.1. First five (5) years of operations
- 6.2. Please use the *Uniform System of Accounts for Hotels*

**7. Financial Capability of the Development Team**

- 7.1. Conceptual financing plan, including
  - 7.1.1. Plan for Site assembly
  - 7.1.2. Sources and uses of funds
  - 7.1.3. Projected amount and type of public investment required

**8. Level of Financial Commitment by Development Team**

- 8.1. What assurances (if any) can the Development Team provide to Manatee County?

**9. Room Block Agreement ("RBA")**

- 9.1. A brief written statement acknowledging that the Proposer will negotiate in good faith the terms of a RBA that are consistent with other public-private convention hotel projects

**10. Proposed Timeline for Development**

**11. Completed Forms**

- 11.1. Required Form A: Proposal Signature Form
- 11.2. Required Form B: Public Contracting and Environmental Crimes Certification

**12. Other**

- 12.1. Submit all other additional information which would assist the County in the evaluation of your proposal.

## **COUNTY'S STATEMENT OF AUTHORITY & GENERAL INFORMATION**

The County has the right to solicit this Invitation to Negotiate ("ITN") and ultimately facilitate development of a contractual relationship with a Developer/Operator. The County reserves the right to reject any or all responses to this ITN for any reason (no proposer or third party shall be entitled to any written justification or administrative appeal), to advertise for new ITN responses, or to accept any ITN response deemed to be in the best interest of Manatee County and the community. A response to this ITN should not be misconstrued as a contract, nor indicate a commitment of any kind. The ITN does not commit the County, the City of Palmetto, the Bradenton Area Convention Center, or any other project stakeholder to pay for costs incurred in the submission of a response to this ITN or for any costs incurred prior to the execution of a final contract.

### **Conditions and Limitations**

This ITN does not represent a commitment or offer by the County to enter into an agreement with a Proposer or to pay any costs incurred in the preparation of a response to this solicitation. Proposals and any information made a part of the proposals will become part of the County's official files without any obligation on the County's part to return them to the individual Proposers. This ITN and the selected firm's proposal to this ITN may, by reference, become a part of any formal agreement between the Proposer and the County resulting from this solicitation.

The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the County, City of Palmetto, Convention Center, project stakeholder, or any of their consultants for the purpose of influencing consideration of a response to this ITN.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Proposer's submittal to be rejected by the County. The prohibition is not intended to preclude joint ventures or subcontracts.

All Proposals submitted must be the original work product of the Proposer. The copying, paraphrasing, or otherwise use of substantial portions of the work product of another Proposer is not permitted. Failure to adhere to these instructions will cause the Proposal to be rejected.

The County has the discretion and reserves the right to cancel the Invitation to Negotiate at any time prior to entering into a formal agreement; and the right to request clarification of ITN data without changing the terms of the ITN.

## **Clarifications & Addendum**

Each Proposer shall examine all ITN documents and shall judge all matters relating to the adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the ITN shall be made in writing through the Manatee County Purchasing Division on or prior to the deadline set for receiving written clarification requests.

The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given. Addenda shall be posted on <http://www.mymanatee.org> under the Purchasing Division page at "Bids and Proposals." It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941) 749-3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature Form (see Attachment - Required Form A).

## **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.

## **Proposal Expenses**

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

## **Examination of Offer**

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

## **Disclosure**

Upon receipt, all inquiries and responses to inquiries related to this ITN become "Public Records" and are 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 intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the

solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers. Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by the County wherein the successful Proposer is acting on behalf of the County, successful Proposer must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that the County would provide and at a cost that does not exceed the cost provided in 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, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of successful Proposer upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the County in a format this is compatible with the County's information technology systems.

### **Errors and Omissions**

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

### **Disqualification Due to Non-Responsiveness**

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

### **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.

### **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 the Manatee County Purchasing Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

### **Code of Ethics**

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

### **Collusion**

By offering a submission to this ITN 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.

### **Public Contracting and Environmental Crimes**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In addition, the Manatee Code of Laws prohibits the award of County contracts to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner. To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. Proposer is to complete Attachment - Required Form B and submit with your proposal.

### **Lobbying**

After the issuance of any ITN, prospective proposers, or their agents, representative or persons acting at the request of such proposer shall not contact, communicate with or discuss any matter relating to the ITN with any officer, agent or employee of Manatee County other

than the Purchasing Official or the contact identified in this ITN, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an ITN, and ends upon execution of the final Agreement or when the ITN has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

### **Equal Employment Opportunity**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of agreement.

### **Americans with Disabilities Act**

The County 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 Pre-Proposal Meeting or ITN Opening should contact the person named in the Project Directory of this ITN document at least twenty-four (24) hours in advance of either activity.

### **ITN Solicitation Documents**

Invitation to Negotiate (ITN), addendum, and related documents are also available electronically at <http://www.mymanatee.org/purchasing> for download in a portable document format (.PDF) file by clicking on "Bids and Proposals" from the Purchasing Division's web page.

## PROJECT DIRECTORY

Manatee County:	Manatee County Financial Management Department Purchasing Division 1112 Manatee Avenue West Suite 803 Bradenton FL 34205  * <b>Christine Pearson</b> , Contracts Negotiator (941) 749-3037 Christine.Pearson@mymanatee.org
Convention Center:	Bradenton Area Convention Center Bradenton Area Convention & Visitors Bureau 1 Haben Boulevard Palmetto, FL 34221 Mr. Elliott Falcione, Executive Director
Financial & Partnership Advisors:	Strategic Advisory Group Mr. Tony Peterman, Senior Partner

*\* All contact, questions and correspondence shall be directed to Christine Pearson.*



**APPENDICES**

**Appendix A: Hotels in the Bradenton/Ellenton Market Area**

<b>Property</b>	<b>Location</b>	<b>Rooms</b>
Marriott Courtyard Riverfront	Bradenton	153
Knights Inn	Bradenton	140
Days Inn Historic Downtown	Bradenton	130
Holiday Inn Express & Suites	Bradenton	129
Motel 6	Bradenton	121
Sunrise Inn	Bradenton	120
Hampton Inn & Suites Downtown Historic District	Bradenton	119
Hampton Inn	Ellenton	115
Shorewalk Vacation Villas	Bradenton	90
Fairfield Inn & Suites	Bradenton	87
Country Inn & Suites	Bradenton	79
Holiday Inn Express & Suites	Bradenton	78
Quality Inn	Bradenton	77
Super 8	Ellenton	73
Comfort Inn	Bradenton	69
Sleep Inn & Suites Riverfront	Ellenton	67
GuestHouse Inn	Ellenton	63
Best Western Plus Hotel & Suites	Bradenton	60
Days Inn I-75	Bradenton	60
Americas Best Value Inn	Bradenton	54
Best Western Plus Hotel	Bradenton	51
M Star	Bradenton	48
Super 8	Bradenton	47
Kentucky Colonel Court	Bradenton	32
Carriage Court Motel	Palmetto	24
Blue Boy Motel	Bradenton	23
Royal Motel	Bradenton	23
Michiana Motel	Bradenton	22
Baxter's Motel	Bradenton	17

Source: Smith Travel Research.

**Appendix B: Listing of 16 Largest Employers in the Bradenton Area**

	<u>Employer</u>	<u>Industry</u>	<u>Employees</u>
1	Manatee County School District	Education	5,500
2	Bealls Inc.	Corporate Headquarters & Distribution Center	1,924
3	Manatee County Government	Government	1,567
4	Manatee Memorial Hospital	Health Care	1,445
5	Tropicana Products Inc.	Orange Juice & Beverages	1,200
6	Manatee County Sheriff's Department	Law Enforcement	1,140
7	Blake Medical Center	Health Care	1,100
8	Publix	Groceries	875
9	IMG Academy	International Prep School & Sports Training Institution	564
10	State College of FL - Manatee/Sarasota	Education	472
11	City of Bradenton	Government	472
12	Feld Entertainment	Producer of Live Family Entertainment	383
13	SYSCO West Coast Florida Inc.	Food Distribution	370
14	Pierce Manufacturing	Manufacturing (Emergency Equipment)	360
15	Manatee Glens	Mental Health, Addiction, & Family Crisis Services	348
16	SAFRAN Labinal Power Systems	Manufacturing (Electromedical & Control Instruments)	204



**ATTACHMENTS**



**Required Form A: Proposal Signature Form**

Invitation To Negotiate #15-1162CP

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

Submitting a reply to this ITN constitutes Proposer's agreement to negotiate and abide by the agreement terms and conditions and if negotiations are successful, to fulfill the obligations of the scope of work or services contained therein. Proposer hereby submits with full knowledge that the successful Proposer will become subject to the terms, conditions and obligations outlined in the ITN solicitation document, which are subject to negotiation, upon execution of an agreement.

**Print or Type Proposer's Information Below:**

\_\_\_\_\_  
Company Name of Proposer Telephone Number

\_\_\_\_\_  
Street Address, City, Zip

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

\_\_\_\_\_  
Printed Name of Authorized Officer Title of Authorized Officer

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

Further, Proposer hereby acknowledges receipt of any and all addenda issued in relation to this ITN, incorporating its requirements into its submission as if it were contained in the originally published requirements of the ITN.

- I hereby acknowledge Addendum No. \_\_\_ dated \_\_\_\_\_.
- I hereby acknowledge Addendum No. \_\_\_ dated \_\_\_\_\_.
- I hereby acknowledge Addendum No. \_\_\_ dated \_\_\_\_\_.
- I hereby acknowledge Addendum No. \_\_\_ dated \_\_\_\_\_.

**Required Form B: Public Contracting and Environmental Crimes Certification**

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PURCHASING ORDINANCE

**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 individuals 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 agreement for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person

committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity. Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with County.

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

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

STATE of \_\_\_\_\_  
COUNTY of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015  
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.

*This page intentionally left blank.*

*This page intentionally left blank.*

