



Advertise Date: Tuesday, October 01, 2019

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP190515BAG

Solicitation Name: **Paddle Craft Outfitter & Gift Shop Concessionaire for Manatee Park**

Open Date/Time: **Monday, November 04, 2019** Time: **2:30 PM**

Location: Lee County Procurement Management  
1500 Monroe Street 4th Floor  
Fort Myers, FL 33901

Procurement Contact: **Brooke Green** Title **Procurement Analyst**  
Phone: **(239) 533-8881** Email: **BGreen@leegov.com**  
Requesting Dept. **Parks/Recreation & Sports Infrastructure**

**Pre-Solicitation Meeting:**  
Type: NON-Mandatory  
Date/Time: 10/8/2019 2:00 PM  
Location: Manatee Park: 10901 Palm Beach Blvd, Fort Myers, FL 33905-

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Electronic bidding is coming! Visit [www.leegov.com/bid](http://www.leegov.com/bid) to stay informed**



**Notice to Contractor / Vendor / Proposer(s)**

**REQUEST FOR PROPOSAL (RFP)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for

**Paddle Craft Outfitter & Gift Shop Concessionaire for Manatee Park**

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

**2:30 PM Monday, November 04, 2019**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Vendors who obtain scope of services from sources other than [www.Leegov.com/procurement](http://www.Leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.Leegov.com/procurement](http://www.Leegov.com/procurement). It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:**

2:00 PM Tuesday, October 08, 2019 Manatee Park: 10901 Palm Beach Blvd, Fort Myers, FL 33905

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

**Brooke Green [BGreen@LeeGov.com](mailto:BGreen@LeeGov.com)**

Sincerely,

Lindsay Cepero, CPPB  
Procurement Manager

\*[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

## Terms and Conditions

### Request for Proposal

#### 1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

#### 2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Ordinance 18-22
  - 2.1.3. Special Conditions and Supplemental Instructions
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

#### 3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Policy Ordinance 18-22
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
  - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
  - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
  - 3.2. **Local Business Tax:** If applicable, provide with proposal.
  - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
  - 4.2. **Submission Format:**
    - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
    - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
    - 4.2.3. Should not contain links to other Web pages.
  - 4.3. **Preparation Cost:**
    - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
  - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
  - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
    - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
    - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
    - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such

requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

## 7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

## 8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation 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 solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on [www.lee.gov/procurement](http://www.lee.gov/procurement). It is solely the proposer’s responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

## 9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or

manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

#### 10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

#### 11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

#### 12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

#### 13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

#### 14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to

validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.

- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

#### 15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.

#### 16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

#### 17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

#### 18. DISADVANTAGED BUSINESS ENTERPRISE (DBE’s)

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.
- 18.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

#### 19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## 20. SUB-PROPOSER/CONSULTANT

- 20.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

## 21. RFP - PROJECT GUIDELINES

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
  - 21.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 21.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
  - 21.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
  - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
  - 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

## 22. RFP – EVALUATION

- 22.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
  - 22.1.1. Each Ranking is derived by the individual committee member’s scores being totaled and then ranked with the highest “score” being “ranked” first with each following in the same manner. For example:



a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.

22.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an “Over-all Ranking.” During the Over-all Ranking process the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making “Over-all Ranking” order as Proposer A ranked 1, Proposer B ranked 2.

22.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)

22.2. **Evaluation Meeting(s):**

22.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.

22.2.2. Evaluation 2: Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.

22.2.2.1. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.

22.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.lee.gov/procurement](http://www.lee.gov/procurement) (Projects, Award Pending.)

23. RFP – SELECTION PROCEDURE

23.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

23.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.

23.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.

23.4. The Procurement Management Director reserves the right to exercise their discretion to:

23.4.1. Make award(s) to one or multiple proposers.

23.4.2. Waive minor informalities in any response;

23.4.3. Reject any and all proposals with or without cause;

23.4.4. Accept the response that in its judgment will be in the best interest of Lee County

24. RFP – TIEBREAKER

24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.

24.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup>, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup>, etc. rank, will be counted until the tie is broken.

24.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

24.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.

24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.

24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

## 25. RFP – EVALUATION/ SELECTION COMMITTEE

- 25.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project. If applicable, the Selection Committee may choose to short-list Proposers/Firms to be interviewed to determine final selection.

## 26. WITHDRAWAL OF PROPOSAL

- 26.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 26.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
  - 26.3.1. The proposer acted in good faith in submitting the proposal,
  - 26.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
  - 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
  - 26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

## 27. PROTEST RIGHTS

- 27.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 27.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website ([www.leegov.com/procurement](http://www.leegov.com/procurement)). Bidders are solely responsible to check for information regarding the Solicitation.
- 27.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 27.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
  - 27.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
  - 27.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 27.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 27.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

## 28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 28.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms

and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

## 29. CONTRACT ADMINISTRATION

### 29.1. **Designated Contact:**

- 29.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 29.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

### 29.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 29.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**
- 29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 29.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

### 29.3. **RFP – Basis of Award:**

- 29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

### 29.4. **Agreement/Contract:**

- 29.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

### 29.5. **Records:**

- 29.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
  - 29.5.2.1. Keep and maintain public records required by the County to perform the service.
  - 29.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
  - 29.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - 29.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's

custodian of public records, in a format that is compatible with the information technology systems of the County.

29.5.3. **Public Record:** **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

29.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

#### 29.6. **Termination:**

29.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.

29.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

29.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

29.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

29.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

29.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

#### 30. WAIVER OF CLAIMS

30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

#### 31. LEE COUNTY PAYMENT PROCEDURES

31.1. All vendors are requested to mail an original invoice to:

**Lee County Finance Department**

**Post Office Box 2238**

**Fort Myers, FL 33902-2238**

31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

31.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

- 31.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
- 32. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
  - 32.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
- 33. DEBRIS DISPOSAL (if applicable)
  - 33.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
- 34. SHIPPING (if applicable)
  - 34.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
  - 34.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
- 35. INSURANCE (AS APPLICABLE)
  - 35.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

End of Terms and Conditions Section

## INSURANCE REQUIREMENTS



<b>Lee County Insurance Requirements</b>
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**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
 \$2,000,000 general aggregate  
 \$1,000,000 products and completed operations  
 \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
 \$500,000 bodily injury per person  
 \$1,000,000 bodily injury per accident  
 \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
 \$500,000 disease limit  
 \$500,000 disease – policy limit

*\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.*

**Special Requirements:**

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide section

## **SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

### **1. PROJECT TERM**

1.1. The LICENSEE shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a five (5) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the COUNTY and the LICENSEE at the time of extension or renewal for a renewal term not to exceed the initial contract term of five (5) years. The increments of renewal, whether they be by one year or more, shall be at the sole discretion of the COUNTY as deemed in its best interest.

### **2. LICENSE AGREEMENT**

2.1. LICENSEE shall secure, and furnish to the COUNTY upon request, all Federal, State and County permits and licenses necessary to operate the concession. This shall include, but not be limited to, Department of Health Permits and Occupational Licenses.

2.2. LICENSEE shall abide by all applicable federal, state and local laws, ordinances and regulations, and shall not use, or permit the use of, County facilities for any unlawful, improper, or offensive purposes whatsoever.

2.3. The LICENSEE shall be required to execute a Concession License Agreement as a condition of award. A sample of this document is attached herein for review (Exhibit C).

### **3. DRUG SCREENING REQUIREMENTS**

3.1. LICENSEE, at its expense, must conduct a urine drug screen for each of its employees, as well as for the employees of its subcontractors, who will provide services to the COUNTY or who will have access to COUNTY facilities.

3.2. The drug screen must be conducted prior to initial access by LICENSEE personnel and expected to be provided in writing (via email) to the Lee County Parks and Recreation Supervisory staff on or before any employee physically starts working at Manatee Park. The LICENSEE shall provide proof of a satisfactory drug screen to the COUNTY upon written request of such. The COUNTY retains the right to reject assignment or continued placement of any LICENSEE personnel based on the results of a drug screen. Drug screening shall be completed via a Urine Drug Screen process and conducted by a qualified laboratory.

3.3. LICENSEE personnel who separate from employment by the LICENSEE for any reason whatsoever, and for any length of time, must undergo another drug screen prior to renewed access to the COUNTY. Drug screen must be repeated not less than every five (5) years. At the COUNTY's discretion, drug screen for LICENSEE personnel holding sensitive positions (e.g., working with or around children, or within high-security areas) may be required more frequently. The COUNTY shall have the ability to audit the LICENSEE's drug screening process to ensure compliance with COUNTY standards, at any time.

3.4. The minimum drug screen process for all LICENSEE personnel shall include, but not be limited to, the following detection results:

3.4.1.1. Marijuana

3.4.1.2. Cocaine

3.4.1.3. Amphetamines

3.4.1.4. Opiates

3.4.1.5. Phencyclidine (PCP)

3.4.1.6. Barbiturates

3.4.1.7. Benzodiazepine



3.4.1.8. Methaqualone

**4. LICENSEE AND LICENSEE STAFF**

- 4.1. The LICENSEE and their staff are in no way agents or employees of the COUNTY.
- 4.2. The COUNTY reserves the right to approve the employment of all LICENSEE staff. In addition, the LICENSEE shall agree, at the request of the COUNTY or its authorized representative, and without the making of specific charges, to immediately terminate the employment within the concession area of any staff who the COUNTY considers detrimental to the best interest of the facility or the public.
- 4.3. There shall be no smoking on COUNTY facilities.
- 4.4. LICENSEE staff shall be dressed in a neat and appropriate manner. Staff shall be identified with name badges and/or a uniform shirt identifying the LICENSEE. All costs associated with uniforms or identification are solely the responsibility of the LICENSEE.

End of Special Conditions

## **DETAILED SPECIFICATIONS**

### **1. SCOPE OF WORK**

- 1.1. The Lee County Board of County Commissioners (COUNTY) is seeking to collaborate with a qualified Vendor, hereinafter called LICENSEE, to oversee the day-to-day operations of Paddle Craft rentals and Gift Shop management at Manatee Park located at 10901 State Road 80 (Palm Beach Blvd.), Fort Myers, FL 339 05. The LICENSEE shall offer and manage paddle craft rentals to all potential customers as well as operate the onsite gift shop.
- 1.2. The LICENSEE shall be responsible for all pricing associated with the sale of goods within the gift shop and shall ensure that Paddle Craft rental pricing is fair and consistent with other competitive Paddle Craft outfitters within Lee County, FL.

### **2. MANATEE PARK BACKGROUND INFORMATION**

- 2.1. Manatee Park is a non-captive warm water refuge for the Florida Manatee. The park also allows its visitors the opportunity to rent paddle craft in order to have an up-close experience with the Florida Manatee while in their natural habitat.
- 2.2. Manatee Park opened in 1996, and has become an outdoor classroom for visitors of all ages. A wide variety of plants and animals can be seen while walking through the native plant habitats and beautiful butterfly garden. While small in size, Lee County's 17 acre Manatee Park provides environmental education and programs for more than 100,000 visitors annually.
- 2.3. Optimum view months are late December, January and February when the gulf temperature is below 68F. Manatees are generally not present during the warm summer months. Visitors can also purchase novelty items from the gift shop located on the property. Manatee Park is conveniently located near I-75 corridor off State Road 80 (Palm Beach Boulevard).
- 2.4. While the goal of the solicitation and associated Agreement is to give rights to the awarded LICENSEE to operate the paddle craft rental and gift shop, the park is, and shall remain, a public facility under the supervision of Lee County Parks and Recreation Department.
- 2.5. The park allows for picnicking; therefore, the park visitors are allowed to carry in their own food and beverages. The park also allows for launching of personal watercraft.

### **3. OPERATING HOURS**

- 3.1. The operating hours for the paddle craft outfitter and gift shop shall be, at a minimum, as follows:
  - During "Season" (defined as November 1st through April 15th): Seven (7) days a week - 9:00 a.m. to 4:00 p.m.
  - During "Off Season" (defined as April 16th through October 31st): Six (6) hours per week. Off season operations are optional.
- 3.2. LICENSEE must confirm by April 1st of each year if they will be providing services during "Off Season." Hours of "Off Season" operation must be posted on the LICENSEE's website and provided to Lee County Parks and Recreation staff in writing by April 1st.
- 3.3. The County currently operates Manatee Park seven (7) days per week from sunrise to sunset. The LICENSEE may not operate outside of the Park's normal hours of operation. LICENSEE's hours shall be clearly posted, and the LICENSEE may not vary from the scheduled hours of operation without prior approval from the COUNTY.

#### **4. FEE SCHEDULE AND PAYMENTS**

- 4.1. The minimum monthly license fee shall be \$650.00. LICENSEE may propose a higher fee, or other additional payment(s) to the COUNTY (such as a percentage of sales in addition to the minimum license fee).
- 4.2. All license fees payments are due the first day of each month, payable to Lee County Parks and Recreation. If payment is received after the 15th day of any month, a daily late fee shall be assessed, beginning on the 16th day of the month, equal to five percent (5%) of the monthly license fee.

#### **5. PRICING FOR PADDLE CRAFT & RENTALS**

- 5.1. LICENSEE shall ensure paddle craft rental rates are fair and are competitive with those of other outfitters currently operating within Lee County, FL. Any requests for price increases over the term of the Agreement must remain competitive with those charged by other outfitters at the time of the request. Paddle Craft prices may only be increased with the prior written approval from the COUNTY. The COUNTY reserves the right to approve or deny all such requests at its sole discretion.
- 5.2. *Note: LICENSEE shall not be allowed to charge any launching or parking fees; all parking fees and collection of same are the sole responsibility of the COUNTY.*
- 5.3. The COUNTY reserves the right to monitor the rates over the term of the Agreement to ensure that, in its opinion, the rates are reasonable and competitive. If, at any time, the COUNTY feels the rates have become unreasonable and/or non-competitive; it reserves the right to require the LICENSEE to lower them to what it considers to be fair in the marketplace.
- 5.4. All requests for rate increases must be submitted in writing to and approved by the COUNTY representative prior to going into effect. The COUNTY will be the sole judge as to what is to be considered "reasonable" and "competitive".

#### **6. PAYMENT METHODS**

- 6.1. LICENSEE shall accept cash, credit cards, and debit cards as payment for all products and services provided under this Agreement. The LICENSEE has the discretion to accept personal checks.
- 6.2. *Note: All costs of credit card processing services - such as additional phone lines, etc. shall be the responsibility of the LICENSEE.*
- 6.3. LICENSEE shall have a process in place to offer receipts and shall provide refunds to patrons when requested, if necessary.

#### **7. MANATEE PARK FACILITIES**

- 7.1. Manatee Park offers a variety of activities such as an amphitheater, boardwalk, charcoal grills, event rentals, fishing, food/concessions, hiking trails, paddle craft/launch area, picnic shelter, playground, restrooms and view areas.
- 7.2. Children who visit Manatee Park will find various educational resources such as fish identification, butterfly identification, manatee posters, manatee bingo, manatee coloring books and manatee activity books for their enjoyment. Manatee Park meets the American with Disabilities Act (ADA) requirements thus making the park accessible to everyone.
- 7.3. Lee County Parks & Recreation continues to work with the Lee County School District and private schools throughout Lee County on manatee education. Part of this effort is field trips to the Park.
- 7.4. The LICENSEE shall assist County staff in this effort with the educational efforts while the children are out on break:

- LICENSEE shall handle the no-cost activity days, demos, guided tours, etc. for campers during Spring Break and the Summer Camp season, on an as-requested basis.
  - LICENSEE shall provide a minimum of one (1) free trip per week for any Lee County Parks & Recreation summer or spring break camp.
  - LICENSEE shall provide complementary rentals on an as-requested basis to Lee County Parks & Recreation for use by dignitaries, media, etc.
- 7.5. LICENSEE shall be responsible for furnishing all of the equipment and fixtures necessary to operate a gift shop and provide the services and operations as specified herein.
- 7.6. This equipment and fixtures shall remain the property of the awarded LICENSEE, who shall also be responsible for its maintenance and repair. As it becomes necessary to replace such equipment, it shall be the responsibility of the LICENSEE to do so.
- 7.7. The COUNTY reserves the right to have all paddle craft and ancillary equipment inspected by Risk Management, the United States Coast Guard or Auxiliary Marine Unit to ensure public safety.
- 7.8. The COUNTY further reserves the right to approve all external signs and all other enhancements the LICENSEE may request to make under this contract.
- 7.9. The COUNTY shall provide several outside picnic tables for patrons. Any other seating arrangements shall be the sole responsibility of the LICENSEE and must be preapproved in writing by the COUNTY prior to placement on COUNTY property.

## **8. PADDLE CRAFT**

- 8.1. LICENSEE shall provide a minimum of twenty (20) paddle craft for such operations under this Agreement- all of which must be identified by a unique inventory number or code along with the required ancillary equipment such as paddles, life preservers, etc. - dedicated at all times to Manatee Park.
- 8.2. The paddle craft and ancillary equipment must be in and shall be maintained at all times in good working condition.
- 8.3. *Note: The life preservers or personal flotation devices (PFDs) used under this Agreement shall be the vest style with adjustable straps (Type I or III). The orange "horseshoe" Type II is NOT acceptable.*
- 8.4. COUNTY reserves the right to conduct inspections at any time and request repair and/or replacement of any item at its sole discretion. It is a requirement of these specifications that the awarded LICENSEE be capable of replacing any paddle craft or ancillary equipment required herein within one (1) week after written request by Lee County Parks Supervisory personnel.
- 8.5. All directions and cautionary statements on cleaning products used on the paddle craft and the ancillary equipment shall be adhered to. Run-off into any waterbodies within the park must be managed according to best management practices to maintain high water quality standards.
- 8.6. The American Canoe Association recommends a 1:5 ratio for guide/instructor to paddlers. The LICENSEE shall adhere as close as feasible to the American Canoe Association recommendations. Under no circumstances shall the ratio exceed 1 guide/instructor to 10 boats.

## **9. GIFT SHOP**

- 9.1. The Gift Shop is currently equipped with an audible alarm system that requires a code to deactivate the system. The current alarm is not monitored by law enforcement, thus requiring the LICENSEE to deactivate the system when the alarm is triggered. LICENSEE shall maintain the current alarm system and has the ability to upgrade the alarm at its own expense. If the LICENSEE wishes to upgrade the alarm, system with a twenty-four (24) hour paid monitoring security system (such as ADT), LICENSEE shall pay for all costs associated with installation and monitoring. LICENSEE must provide the County with access to any alarm systems installed

on the property. Removal of the security system at the end of this Agreement shall be the sole responsibility of the LICENSEE with all expenses paid by the LICENSEE.

- 9.2. LICENSEE is responsible to provide all equipment necessary to stock and offer for sale the items necessary to provide the services, operations, and experience to patrons as detailed in the Agreement. Space for all equipment is limited to the designated area within the existing structure. LICENSEE must obtain prior written authorization from the COUNTY before adding or removing equipment.
- 9.3. The COUNTY reserves the right to inspect the equipment at any time and close the LICENSEE operation down if sanitation or operational problems are found to be in violation of County, State and Department of Health violations.
- 9.4. The COUNTY reserves the right to approve items such as, but not limited to, equipment appearance, signage, item choices, and other issues as they relate to the gift shop operation. Manatee Park is a family friendly facility and all gift shop items should be selected to represent the same. (See Exhibit "B" Map of Manatee Park).

## **10. LICENSEE RESPONSIBILITIES**

- 10.1. LICENSEE shall provide adequate staffing sufficient to serve the citizens and patrons that frequent Manatee Park. LICENSEE employees shall be identified with approved logo shirts and nametag that displays the LICENSEE's logo or other appropriate identifying information.
- 10.2. LICENSEE is responsible to adequately train her/his employees in the work that they are to perform and shall continually supervise the ongoing operation to guarantee an appropriate level of proficiency. LICENSEE shall provide the COUNTY, one month after award and as requested, with their Standard Operating Procedures (SOP) on gift shop operations and renting paddle craft, including training procedures for staff and the training provided to renters before they embark on the paddle craft.
- 10.3. LICENSEE and her/his employees are not authorized to be Lee County Volunteers. Furthermore, LICENSEE, or any person in their employ may not preform volunteer duties for or within Manatee Park.
- 10.4. LICENSEE shall meet with designated County Park's Supervisory staff a minimum of twice within the first four (4) months of commencement of Agreement. The goal of this is to ensure that the LICENSEE understands ethical ecotourism practices as well as the COUNTY's environmental policies.
- 10.5. LICENSEE shall meet with the County Park's Supervisory staff within the first two (2) months after award. The goal of this is to ensure that the LICENSEE understands the role staff, and volunteers play in Manatee Park and in the Parks Department as a whole.
- 10.6. For LICENSEE's opting to offer guided tours: the LICENSEE or all of his/her staff working at Manatee Park must complete a minimum of two (2) hours of interpretive training each calendar year that is offered by Lee County Parks and Recreation Staff or another agency (such as the Society for Ethical Ecotourism, National Association for Interpretation, etc.) qualified to offer the training.
- 10.7. LICENSEE must be knowledgeable about Manatees and their environment and S.W. Florida Ecosystems to ensure that operations and services of the facilities are minimally intrusive to the Manatee habitat that interacts with the park operations and to provide knowledge and guidance to the customers and visitors of the park.
- 10.8. LICENSEE shall diligently maintain and protect COUNTY's property and surrender it at the end of the agreed term in the same condition, normal wear excepted.
- 10.9. LICENSEE shall meet with a COUNTY representative at the end of each contract year to discuss and evaluate service throughout the previous year.
- 10.10. Any alteration, addition to, or remodeling - temporary or permanent - of any COUNTY property is not be allowed, unless prior written approval is obtained from the COUNTY.

**11. UTILITIES**

11.1.LICENSEE shall provide and pay for the following utilities:

- Electricity: LICENSEE shall pay one hundred fifty dollars (\$150.00) monthly to the COUNTY for electricity. This is a flat fee paid by the LICENSEE.
- Telephone: LICENSEE shall acquire a local landline or cellular telephone number specific to Manatee Park business operations. This number shall be used exclusively to conduct the required business of managing the Paddle Craft Rental and Gift Shop operations.

*Note: Fees associated with utilities as stated above, are above and beyond the minimum license fee to be paid by the LICENSEE. Utilities payments shall be received separately from the minimum license fee.*

11.2.LICENSEE is responsible for collection/removal of trash and litter from within a ten foot (10') radius of the gift shop and launch area in order to maintain the attractiveness of the park and the safety of its visitors.

**12. WEBSITE**

12.1.The LICENSEE shall currently have - or be prepared to launch within one (1) month following award - a web site dedicated to the promotion of their services (including those at Manatee Park).

- This site shall provide links to both the Lee County Parks & Recreation web site as well as the Calusa Blueway Paddling Trail site.
- It shall be the LICENSEE's responsibility to maintain the website and to forward information about events such as guided tours, etc. to the Lee County Parks & Recreation representative within a minimum of ten calendar (10) days prior to the event so that the information may be posted on the Lee County Parks & Recreation web site.

**13. COUNTY RESPONSIBILITIES**

13.1.The COUNTY will maintain the exterior and the basic structure of the building and park property; the LICENSEE shall be responsible for all interior maintenance.

13.2. The COUNTY will provide and pay for pest control, water and trash service.

**14. PARK CLOSING**

14.1.At no time shall the LICENSEE operate the gift shop/paddle craft concession if the COUNTY closes the park due to safety precautions (inclement weather, etc.). LICENSEE shall waive all claims for compensation for loss or damages due to closure of the park in the interest of public safety.

**15. ACCESS**

15.1.LICENSEE will be given keys to the gift shop and the COUNTY will keep a set of keys for access in case of emergencies. The LICENSEE may at no point change the locks to the facilities without prior written authorization of the COUNTY and keys set provided to the COUNTY.

**16. REPORTS**

16.1.LICENSEE shall provide Lee County Parks & Recreation staff contact with the following reports:

- Monthly count of patrons served.
- Quarterly financial statements showing all gift shop sales and paddle craft rentals. Quarterly report must include an inventory sheet of gift shop merchandise and food and beverage items being sold.

- An annual financial report showing total customers, paddle craft rental revenue, and gift shop sales, as well as a monthly count of all types of paddle craft rented to the public.
- Quarterly inventory list that upon the County's request adjustments can be made per our standardization/quality concerns.

## **17. GIFT SHOP ITEMS**

17.1.LICENSEE shall offer for sale a variety of food and beverage items at reasonable prices. The items shall include, at a minimum, snacks (such as chips, candy, chewing gum, trail mix, granola bars, nuts, etc.); beverages (such as bottled water, juice, soft drinks, iced tea, etc.); and ice cream/frozen novelties (such as ice cream sandwiches, popsicles, etc.).

17.2.LICENSEE shall maintain adequate inventory levels of merchandise and equipment to satisfy the basic needs of the patrons. Food and beverage items offered for sale in the gift shop shall be of superior quality as determined by the COUNTY. In the event the quality of items offered for sale by the LICENSEE is determined by the COUNTY to be below acceptable standards, the COUNTY may, at its sole discretion, require the LICENSEE to modify the items being sold.

17.3.LICENSEE must comply with all applicable County Codes and Health Department requirements as they relate to the food vending operation.

*Note: Under no circumstances shall alcoholic beverages of any type be offered for sale on COUNTY property.*

17.4.In addition to food and beverage items, LICENSEE shall offer for sale appropriate gift shop and sundry items. The inventory may include items such as guide books, wildlife identification guides, plush/stuffed toys, key chains, T-shirts, hats, sunscreen, sunglasses, beach towels, picnic supplies, charcoal, etc.

## **18. EQUIPMENT STORAGE**

18.1.Manatee Park must be kept neat and orderly at all times. Therefore, the LICENSEE is responsible for all cleaning arrangements for on-site storage of paddle craft and ancillary equipment when it is not in use - for example, a shed or rack, etc.

18.2.All storage structures must be pre-approved by the COUNTY prior to implementation or installation. The COUNTY will not be responsible for any losses due to theft, fire or any other cause.

End of Detailed Specifications

## SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

### 1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **15 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) LICENSEE shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the COUNTY in evaluating the Proposal, and the electronic version is provided for the COUNTY's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

#### **Introduction**

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

#### **TAB 1: Qualifications of Firm**

- Provide a description of your Company; experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etcetera.

#### **TAB 2: Company Relevant Experience & Reference**

- It is the desire of the COUNTY that the Proposer awarded this contract have solid and strong experience, knowledge, and ability in operating as a Paddle Craft Outfitter offering guided tours and rental services as well gift shop management. Keeping such in mind, provide details that clearly indicate your Company's experience, knowledge, and ability in providing services similar in scope, complexity, and size to those described herein.
  - Ensure your relevant experience includes and speaks specifically to your years providing such services (2 years is highly preferred), location/area in which services were/are provided showing its similarities to the Lee County, FL area, and details to the



services provided (guided tours, educational events, gift shop management etc.) Details should further include client name, phone number, and current email address.

- As a result of the experience you have detailed above, please answer the following additional questions in detail:
  - When offering a guided tour, under what conditions would you not paddle?
  - When renting to novice paddlers, under what conditions would you suggest they not paddle?

### TAB 3: Plan of Approach

- Provide a detailed Plan of Approach that includes the following requested details:
  - **A Management Summary** that includes and describes the management policies and controls over money, staffing, accounting, staff training and education as how your Company ensures they provide exemplary customer service to all patrons.
  - **A Business Plan** that includes details such as the intended days and hours of operations, services and merchandise to be provided, educational services to be provided, marketing and website management, paddle craft program management and maintenance to interior of facilities and other equipment that is responsibility of awarded Proposer.
  - **Proposed Paddle Craft Guided and Non-Guided Rental Rates** along with details as to how they are competitive to nearby rates of other outfitters. Provide photos of current and/or proposed paddle crafts as well as ancillary equipment.
  - **Gift Shop Management details that should include staffing levels and expected merchandise, beverages, food, and sundry items** expected to be provided within the Gift Shop. See Exhibit A for recommendations.
  - **Manatee Protection/Public Education Plan** that describes in detail your Company's current education levels and knowledge base on Manatee's and your approach to patron education as part of your services under the Agreement.
- The COUNTY desires an expeditious startup of the rental and gift shop following award. As part of your response under this criteria, please state how many calendar days your Company will require following award to commence operations.
- Provide a detailed description that clearly indicates your Company's understanding of the laws that govern the paddle craft services to be provided under this Agreement and how you intend to ensure compliance of such laws at all times. Details should include your Company's:
  - Self-imposed limit on the number of paddle craft put on the water at any given time and how this correlates with Federal, State, and/or Local laws.
  - Intended ratio of guide/instructor to paddlers and how it relates to safety as well as manatee protection and public education.

### TAB 4: Personnel

- Provide a detailed description of the Company's **specific** project/contract staff/team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Include the resumes of all managers and senior-level supervisors who will be involved in the management of the total package of services, as well as the delivery of specific services.

*\*Resumes are not included within page restrictions, but should be limited to one (1) page per person. \**

- Identify the staff member that will serve as primary point of contact that shall be authorized and responsible to act on behalf of the LICENSEE with respect to directing, coordinating, and administering all aspects of the services to be provided and performed. This should include contact information for 24/7 access. Note that if this person is not available an alternate contact must be provided to the COUNTY.
- Provide a statement acknowledging your Company’s understanding that the managers and senior-level supervisors assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.

**TAB 5: Price Scoring:**

- Provide completed price proposal utilizing the Bid/Proposal Form associated with this package. Prices provided within the Bid/Proposal Form shall reflect the LICENSEE’s proposed fee schedule that meets the specifications/requirements as detailed within the solicitation documents and associated Agreement package.
- Proposers must provide pricing for the monthly license fee that meets or exceeds the minimum fee as listed on the Bid/Proposal Form. Failure to provide monthly license fee that exceeds the minimum fee listed may result in proposer being deemed Non-Responsive at the sole discretion of the County and therefore ineligible for award.
- Additional payments may be proposed by the LICENSEE that are above and beyond the minimum monthly license fee required. LICENSEE should provide clear details pertaining to additional payments proposed to the COUNTY under this Agreement to aid in the COUNTY’s consideration of such.
- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for award purposes. The County does however reserve the right to negotiate pricing with the number 1 selected Company as a condition of award.

**TAB 6: Required Forms**

- Forms 1- 9

**2. SCORING CRITERIA & WEIGHT**

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM (TAB 1)	25
2	FIRM’S RELEVANT EXPERIENCE & REFERENCE (TAB 2)	20
3	PLAN OF APPROACH (TAB 3)	25
4	PERSONNEL (TAB 4)	15
5	PRICE SCORING (TAB 5)	15
<b>TOTAL POINTS</b>		<b>100</b>
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

### 3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, October 1, 2019	N/A
Pre-Proposal Meeting	Tuesday, October 8, 2019	2:00 PM
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Monday, November 4, 2019	Prior to 2:30 PM
First Committee Meeting Short list discussion	TBD	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD
Commission Meeting	TBD	

**Additional notes on Submission Schedule:**

- *Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.*
- *Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.*

*Unless otherwise stated, location of all openings and meetings will take place at 1500 Monroe Street, Fort Myers, FL 33901 – 4<sup>th</sup> Floor Procurement Management.*

End of Section

## FORMS DESCRIPTION & INSTRUCTIONS

### REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

**Form #**    **Title/Description**

***1***    ***Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

***1a***    ***Proposal Form***

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

**\***    ***Business Relationship Disclosure Requirement (if Applicable)***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form** entitled "***INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS***" (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

***2***    ***Affidavit Certification Immigration Laws***

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

***3***    Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

**4** *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

**5** *Affidavit Principal Place of Business*

Certifies proposer’s location information.

**6** *Sub-Contractor List* (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

**7** *Public Entity Crimes Form (Required form)*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

**\*** *Proposal Label* (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

*Include any licenses or certifications requested*

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer’s responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: \_\_\_\_\_ Deadline Date: 11/4/2019

SOLICITATION IDENTIFICATION: RFP190515BAG

SOLICITATION NAME: Paddle Craft Outfitter & Gift Shop Concessionaire for Manatee Park

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

[ ] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number:

\*\* Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

**Form#1 – Solicitation Form, Page 2**

**3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

**Business Relationship Applicable (request form)**       **Business Relationship NOT Applicable**

**4** Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate.  Yes  No

**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)**

\_\_\_\_\_  
Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

\_\_\_\_\_  
Authorized Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Representative's Title (printed or typed)

\_\_\_\_\_  
Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

### Detail by Entity Name

#### Florida Profit Corporation

Bill's Widget Corporation

#### Filing Information

Document Number 655555  
 FE/EIN Number 5111111111  
 Date Filed 09/22/1980  
 State FL  
 Status ACTIVE  
 Last Event AMENDED AND RESTATED ARTICLES  
 Event Date Filed 07/25/2006  
 Event Effective Date NONE

#### Principal Address

555 N Main Street  
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

#### Mailing Address

555 N Main Street  
MYour Town, USA 99999

Changed 02/11/2012

#### Registered Agent Name & Address

My Registered Agent  
111 Registration Road  
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

#### Officer/Director Detail

##### Name & Address

Title P

President, First  
555 AVENUE  
Anytown, USA99999

Title V

President, Second  
555 AVENUE  
Anytown, USA99999

Sample Only

#### IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



*Form 1a – Bid/Proposal Form*



**PROCUREMENT MANAGEMENT DEPARTMENT  
BID/PROPOSAL FORM**

**COMPANY  
 NAME:** \_\_\_\_\_

**SOLICITATION:** RFP190515BAG, Paddle Craft Outfitter & Gift Shop Concessions for Manatee Park

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

**PRICING**

Provide completed price proposal utilizing the Bid/Proposal Form associated with this package. Prices provided within the Bid/Proposal Form shall reflect the LICENSEE’s proposed fee schedule that meets the specifications/requirements as detailed within the solicitation documents and associated Agreement package.

Proposers must provide pricing for monthly license fee that meets or exceeds the minimum fee as listed on the Bid/Proposal Form. Failure to provide monthly license fee that exceeds the minimum fee listed may result in proposer being deemed Non-Responsive at the sole discretion of the County and therefore ineligible for award.

Additional payments may be proposed by the LICENSEE that are above and beyond the minimum monthly license fee required.

Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for award purposes. The County does however reserve the right to negotiate pricing with the number 1 selected Company as a condition of award.

*Paddle Craft Outfitter & Gift Shop Concessionaire for Manatee Park*

***LICENSE FEE - MONTHLY***

Item	Description	Unit of Measure	Minimum Fee	Amount Proposed
1	License Fee	Monthly	\$650.00	\$

***UTILITY FEES***

*(Utility fees to be paid by the LICENSEE as part of Agreement)*

2	Electric	Monthly	\$150.00	\$150.00
3	Telephone – Landline	Monthly	As determined by LICENSEE use and plan.	All associated fees to be paid by LICENSEE.

***ADDITIONAL PAYMENTS (IF ANY)***

*(LICENSEE to provide details to additional payments to the COUNTY that are above and beyond the required monthly license fee)*

4				
5				
6				

7				
8				
9				



LEE COUNTY  
S O U T H W E S T F L O R I D A

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP190515BAG SOLICITATION NAME: PADDLE CRAFT OUTFITTER & GIFT SHOP CONCESSIONAIRE FOR MANATEE PARK

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

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

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)  
\_\_\_\_\_ as identification.

(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

## Reference Survey

*Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.*

**Project Name & Number:** \_\_\_\_\_

<b>Section 1</b>	Reference Respondent Information	<b>Please return completed form to:</b>	
<b>FROM:</b>		<b>Bidder/Proposer:</b>	
<b>COMPANY:</b>		<b>Due Date:</b>	
<b>PHONE #:</b>		<b>Total # Pages: 1</b>	
<b>FAX #:</b>		<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>		<b>Bidder/Proposer E-Mail:</b>	

<b>Section 2</b>	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

**You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.**

<b>Section 3</b>	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <span style="font-size: x-small; display: block; text-align: right;">Rate from 1 to 10. (10 being highest)</span>	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

**Section 4 Please submit non-Lee County employees as references**

Reference Name (Print Name) \_\_\_\_\_

Reference Signature \_\_\_\_\_



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT  
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** \_\_\_\_\_

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



# LEE COUNTY

S O U T H W E S T F L O R I D A

## AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Printed name of authorized signer

\_\_\_\_\_  
Title

⇒ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_\_, \_\_\_\_\_ who has produced

\_\_\_\_\_ as identification (or personally known)  
Type of ID and number

⇒ \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: \_\_\_\_\_ Lee County  
\_\_\_\_\_ Collier County  
\_\_\_\_\_ Non-Local

Local Business Tax License # \_\_\_\_\_

2. Address of Principal Place of Business: \_\_\_\_\_

3. Number of years at this location \_\_\_\_\_ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years  
\_\_\_\_ Yes\*      \_\_\_\_ No      \*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract \_\_\_\_\_

6. Does your company have a Drug Free Workplace Policy  
\_\_\_\_ Yes      \_\_\_\_ No

*Form 6-Sub-contractor List*



SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
 (Print name of the public entity)

by \_\_\_\_\_  
 (Print individual's name and title)

for \_\_\_\_\_  
 (Print name of entity submitting sworn statement)

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

(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: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:  
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.



\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.**

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	<b>RFP190515BAG</b>
SOLICITATION TITLE:	<b>Paddle Craft Outfitter &amp; Gift Shop Concessionaire for Manatee Park</b>
DATE DUE:	<b>Monday, November 4, 2019</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**

EXHIBIT A**1. SUGGESTED GIFT SHOP ITEMS**

1.1. The following is a listing of the suggested items/brands to be stocked in the gift shop. Your Company's anticipated list, as well as a listing of brand(s), type(s), size(s) (i.e., 12 ounce cans), and prices of the food and beverages which is expected to be offered; along with portion sizes and prices, should be included with your submission. See request for such details under your Plan of Approach.

1.1.1.Plush/stuffed toys, Manatee Key chains

1.1.2.T-Shirts, Hats, Sunscreen, Sunglasses

1.1.3.Beach Towels, Picnic Supplies, Charcoal

1.1.4.Ice

1.1.5.Ice Cream Novelties: Ice Cream Sandwiches, Popsicles, Fudge icicles, Chocolate Covered on a stick, Strawberry Shortcake on a stick, Chocolate Eclair on a stick, Push-ups, etc.

1.1.6.Beverages: Bottled Water, Flavored Water, Juice, Iced Tea, Vendor's choice of Can/Bottle/Fountain Soda - must be a nationally known brand such as Coca-Cola and/or Pepsi-Cola product

1.1.7.Snacks (Note: Snacks should be offered in 1 to 1-1/2 oz. bags): Potato Chips - plain and flavored, Cookies, Doritos, Cheetos, Fritos, Potato Skins, Candy Bars - i.e., Twix, Milky Way, Snickers, etc. - (Note: Candy bars are optional due to the issue of keeping them fresh and edible in the outdoor heat.), Crackers - i.e., peanut butter, cheese, etc., Gum, Pretzels, Granola Bars, Mints - i.e., LifeSavers, Ice Breakers, etc.,Nuts - i.e., peanuts, trail mix, etc.

## EXHIBIT B

### Manatee Park Facts

Since opening in 1996, Manatee Park has become an outdoor classroom for visitors of all ages. A wide variety of plants and animals can be seen while walking through the native plant habitats and beautiful butterfly garden.

While small in size, Lee County's 17 acre Manatee Park provides environmental education and programs for more than 100,000 visitors annually. ADA-accessible walkways and paths allow all visitors to tour the park.

Educational materials are available in the gift shop, which offers manatee and butterfly books and gifts. Refreshments are also available.

### Why Do Manatees Come to Manatee Park?

During the cool winter months when the temperature of the Gulf of Mexico and rivers drops below 68 degrees F, the endangered Florida manatee seeks refuge from the cold waters by swimming into the Florida Power and Light warm water discharge canal. This non-captive manatee sanctuary provides a winter haven for these warm-blooded native mammals that live, feed and raise their young year round in the fresh, brackish or saltwater coastal areas of Florida.

### More Than Just Manatees!

*While at Manatee Park, don't miss:*

- Butterfly Garden
- Native Plant Habitats
- Ethnobotany Trail
- Fishing Pier
- Seminole Chickee Hut
- Kayaking or Canoeing
- Playground
- Picnic Facilities
- Children's Activities (Eye-On-Nature and Bingo)
- Gift Shop

NO PETS PLEASE

### Manatee Park Offers:

#### Informal Interpretive Talks:

During the winter season, red-vested volunteer naturalists offer information and answer questions about manatees, butterflies and plants.

#### All About Manatees:

##### November - March

Do you know that the endangered Florida manatee is a native marine mammal whose closest relative is the elephant? Join us for a free program to discover where manatees live, what they eat, and the challenges they face in the shallow coastal waters of Florida.

#### Manatee Park Habitats:

Since 1996, volunteers of the Coccoloba Chapter of the Florida Native Plant Society have been planting butterfly gardens and creating native plant habitats throughout the park. Explore the park to discover how an empty piece of flat ground evolved into a place that provides food and shelter for many species of birds and other wildlife.

#### Volunteer Opportunities:

Ongoing volunteer opportunities are available throughout the year depending on interest. Call (239) 690-5030, ext. 224.

#### Calusa Blueway Outfitters and Gift Shop:



April - November: Call for reservations. Kayak/canoe rentals start at \$15/hour. Depart from the launch area at Manatee Park for a wonderful opportunity to paddle on the Orange River. For more information, call (239) 481- 4600. [www.calusabluewayoutfitters.com](http://www.calusabluewayoutfitters.com)



**10901 Palm Beach Blvd  
Fort Myers, FL 33905**

**239-690-5030**

1.3 miles east on S.R. 80 (I-75 Exit 141)



Photo courtesy Patrick M. Rose

**Calusa Blueway Outfitters & Gift Shop** 239- 481 - 4600  
**Kayak / Canoe Rental and Tour Info** 239 - 481- 4600  
**Manatee Park Hotline:** 239 - 690 - 5030  
**Lee County Parks and Recreation** 239 - 533 -7275

**Parking Fees:** Parking fees vary seasonally

**Manatee Park Hours:** 8:00 a.m. - Sunset

**Calusa Blueway Outfitters** 239 - 481- 4600  
 Kayak & Canoe Rentals  
 Gift Shop / Concession

**November - March** 9:00 a.m. - 5:00 p.m.  
**April - October** Seasonal hours apply

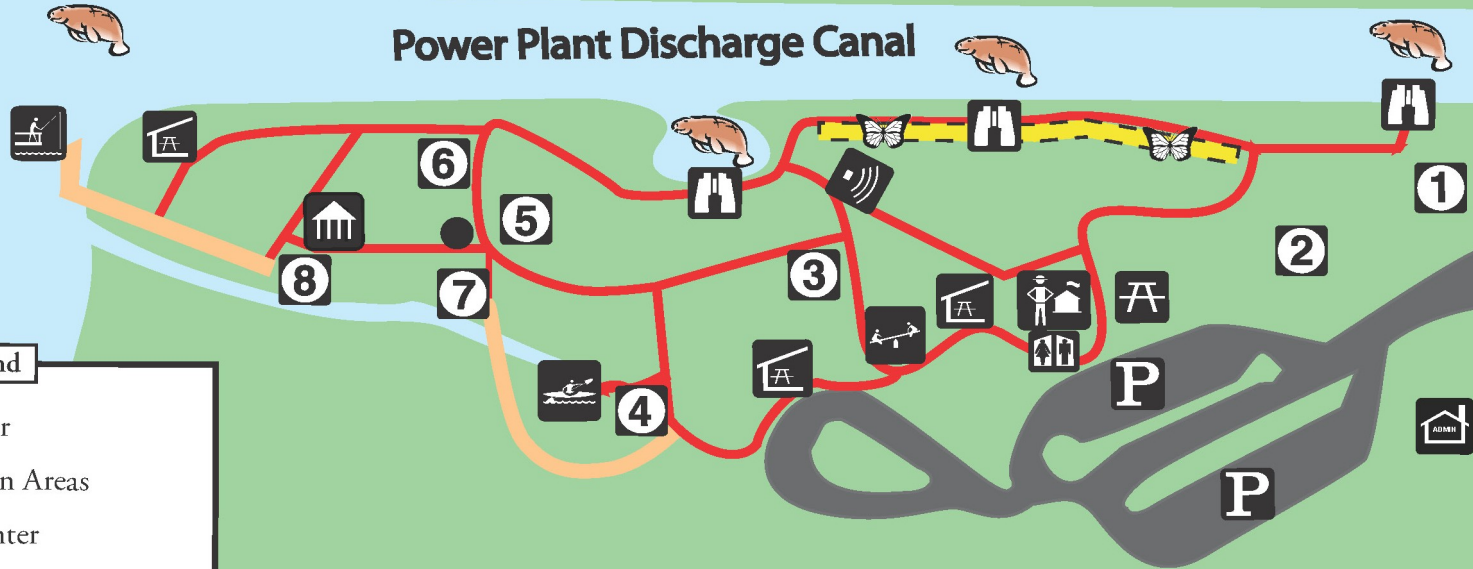
"Lee County Parks & Recreation...The Natural Place To Play"  
[WWW.LEEPARKS.ORG](http://WWW.LEEPARKS.ORG)

Orange River

# Welcome to Manatee Park



Power Plant Discharge Canal



### Legend

- Fishing Pier
- Observation Areas
- Visitor Center
- Playgrounds
- Live Oak Amphitheatre
- Seminole Chickee Hut
- Canoe/Kayak Launch
- Picnic Pavillions
- Picnic Tables
- Peace Pole
- Parking Area
- Restrooms
- Walkways
- Boardwalk
- Administration Bldg.

### Habitat Areas

- 1 Florida Oak Grove
- 2 Wetland Habitat
- 3 Hardwood Hammock Habitat
- 4 Bayhead Habitat
- 5 Pine Flatwoods Habitat
- 6 Oak Rosemary Scrub Habitat
- 7 Riverine Wetland
- 8 Ethnobotany Trail
- Butterfly Garden

### Lee County Parks Rules and Regulations

- Pets prohibited in park and on the beach (except at designated parks).
- No alcoholic beverages
- Park in designated areas only
- Live animals and shells, including sand dollars, sea stars, plants, artifacts, driftwood, natural or man-made features are protected by county law, no collecting.
- Launching of motorized watercraft prohibited except by special permit.
- Paddlecraft launching permitted at the Great Calusa Blueway Paddling trail sites.
- Ordinance 06-26 as amended enforced.



**Exhibit C**

**CONCESSION LICENSE AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between, LEE COUNTY, a political subdivision of the State of Florida, hereinafter called “COUNTY,” and [VENDOR], a [STATE / TYPE OF ENTITY], hereinafter called “LICENSEE” and collectively referred to herein as “PARTIES.”

**WHEREAS**, COUNTY owns and operates [DESCRIPTION OR NAME OF FACILITY], located at [FACILITY ADDRESS] (herein after “FACILITY”) for the use and enjoyment of Lee County residents and visitors; and

**WHEREAS**, LICENSEE is in the business of providing concession services to the general public; and

**WHEREAS**, the PARTIES desire that LICENSEE provide the concession services described in Exhibit “A” at FACILITY for the use and enjoyment of FACILITY patrons;

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the PARTIES agree as follows:

1. **RECITALS AND EXHIBITS:** The above recitals and attached Exhibits are true and correct and incorporated herein as though fully set forth below.

2. **PREMISES:** COUNTY hereby agrees to permit LICENSEE the use of the facilities, equipment, and agreed upon property located at [FACILITY], hereinafter referred to as “LICENSED PROPERTY,” a description of which is incorporated in Exhibit A, for the sole purpose of providing concession services to FACILITY patrons in accordance with this Agreement.

3. **TERM:**

A. The initial term of this Agreement is for [NUMBER OF YEARS WRITTEN] (#) years beginning on [EFFECTIVE DATE] and ending on [TERMINATION DATE].

B. This Agreement may be renewed for up to [NUMBER OF RENEWALS WRITTEN] (#) additional [NUMBER OF YEARS WRITTEN] (#) year terms, upon the mutual written agreement of the PARTIES.

4. **VENDOR RESPONSIBILITIES:**

A. LICENSEE agrees to purchase, install, operate and maintain, at no expense to COUNTY, any and all equipment, fixtures, and other property necessary to provide the concession services described in Exhibit “A.”

B. LICENSEE agrees to provide trained, professional staff to assure the quality

## Exhibit C

of the operation and the safety of the public.

- C. LICENSEE shall submit plans for any expansion or change to the LICENSED PROPERTY, with specifications, to COUNTY for prior approval and permitting. No such expansions or changes are permitted without the express written approval of the COUNTY.
- D. LICENSEE shall perform the concession services hereunder during the FACILITY's regular business hours at the FACILITY. For special events, LICENSEE must obtain prior written approval by COUNTY to operate beyond regular FACILITY business hours.
- E. LICENSEE acknowledges that its use of the LICENSED PROPERTY is not exclusive, and that COUNTY may require use of the LICENSED PROPERTY on an as needed basis, as long as such use does not unreasonably interfere with LICENSEE's performance under this Agreement.
- F. Any inspection, permits, or approvals required for performance of the concession services hereunder shall be the responsibility of LICENSEE.
- G. Unless otherwise specified in Exhibit A, LICENSEE will be responsible for fuel and utilities required at the LICENSED PROPERTY. Fuel may only be stored in a storage facility approved by COUNTY.
- H. LICENSEE will retain title to all personal property purchased by LICENSEE and placed at the LICENSED PROPERTY, unless otherwise agreed to in writing by the PARTIES. LICENSEE will mark all personal property or equipment at the LICENSED PROPERTY belonging to LICENSEE and furnish to COUNTY an inventory of all personal property belonging to LICENSEE that is located at the LICENSED PROPERTY.
- I. LICENSEE agrees that COUNTY or its agents may at any time access the LICENSED PROPERTY for the purpose of inspection or performing such other duties as may be required by the terms of this Agreement and the rules, regulations, ordinances and laws of any governmental body.
- J. LICENSEE agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with COUNTY employees and members of the public in a civil manner whenever conducting COUNTY business. All aspects of LICENSEE'S performance, including complaints received from the public, may impact the COUNTY'S decision to renew or terminate this Agreement in accordance with the provision contained here. LICENSEE shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

### 5. COUNTY RESPONSIBILITIES:

### Exhibit C

- A. COUNTY agrees to allow LICENSEE access to and the use of the LICENSED PROPERTY for the purpose of providing the concession services hereunder, including the use of public restrooms and other public facilities at the FACILITY.
- B. COUNTY agrees not to assess taxes for the property, its user or improvements to the LICENSED PROPERTY.
- C. COUNTY agrees not to charge a parking fee to LICENSEE and its staff during hours of operation.

#### **6. REPAIRS AND MAINTENANCE:**

- A. LICENSEE shall be responsible for repairing and maintaining the LICENSED PROPERTY throughout the term of this Agreement. LICENSEE shall use reasonable efforts to protect the LICENSED PROPERTY from damage, and shall surrender it in the same condition (except for normal wear and tear) as received.
- B. LICENSEE agrees to clean and maintain the LICENSED PROPERTY, excluding public restrooms. COUNTY agrees to clean and maintain public restrooms.
- C. COUNTY will be responsible for all repairs from normal wear and tear. COUNTY will be responsible for major repairs, except for those major repairs necessary due to the negligent acts or omissions of the LICENSEE. COUNTY will be responsible for all exterior maintenance, air conditioning, plumbing and roofing.
- D. COUNTY may make improvements to FACILITY at its discretion and such improvements shall remain part of FACILITY upon expiration of this Agreement.
- E. LICENSEE may make improvements to the LICENSED PROPERTY, subject to approval by COUNTY. Any improvements, whether permanent or non-permanent, must be requested in writing to the Director of Lee County Parks and Recreation, or designee and approved in writing prior to making any improvements to the LICENSED PROPERTY.
  - i. PERMANENT IMPROVEMENTS: LICENSEE understands and acknowledges that permanent improvements will remain with the LICENSED PROPERTY upon expiration of this Agreement or any term amendments or extension to this Agreement. All improvements must meet current building, ADA, safety regulations and codes, and must be approved by the Director of Lee County Facilities and Construction Management prior to execution of the project. Further, any necessary permits must be obtained by LICENSEE.



## Exhibit C

ii. NON-PERMANENT IMPROVEMENTS: LICENSEE may make non-permanent improvements to the LICENSED PROPERTY. LICENSEE agrees that any non-permanent improvements must be removed from the LICENSED PROPERTY upon expiration of this Agreement or they will remain part of FACILITY, unless otherwise agreed to by both PARTIES in writing.

F. All LICENSEE signage and promotional materials intended for display within the FACILITY are subject to approval by the COUNTY with respect to placement, use of FACILITY name, and COUNTY logo. COUNTY retains the right to require LICENSEE to remove any sign displayed within the FACILITY at any time and for any reason whatsoever. No right, title, license or other interest in any of COUNTY'S trademarks, trade names, slogans or logos is conveyed under this Agreement.

### **7. BACKGROUND CHECKS OF LICENSEE EMPLOYEES:**

A. LICENSEE, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services on COUNTY property or who will otherwise have access to the FACILITY. The minimum background check process for all LICENSEE personnel shall meet all screening standards required by law and include, but not be limited to, the following checks:

1. Social Security Number (SSN) validation and address history
2. State criminal and sex offender registry search
3. National Crime Information Center search
4. FBI fingerprint check using Integrated Automated Fingerprint Identification System
5. County Felony and Misdemeanor
6. National Sexual Offender Registry Search

B. The background check must be conducted prior to initial access by LICENSEE personnel. The LICENSEE shall provide proof of a satisfactory background check to the County's Director of Procurement Management prior to assignment of any LICENSEE personnel. The County retains the right to reject assignment of any LICENSEE personnel based on the results of a background check.

C. LICENSEE personnel who separate from employment by the LICENSEE for any reason whatsoever, and for any length of time, must undergo another background check prior to renewed access to the County. Background checks must be repeated not less than every year of this Agreement, and it is the responsibility of the LICENSEE to submit proof of satisfactory background checks for all LICENSEE personnel working on COUNTY property to the COUNTY's Director of Procurement Management prior to the start of each contract year. At the COUNTY's discretion, background checks for

## Exhibit C

LICENSEE personnel holding sensitive positions (e.g., working with or around children, or within high-security areas) may be required more frequently. The COUNTY shall have the ability to audit the LICENSEE's background check process to ensure compliance with COUNTY standards, at any time. Additionally, LICENSEE shall require all personnel to self-disclose any misdemeanor or felony convictions that occur while assigned to the COUNTY within three (3) business days of the conviction or upon return to a COUNTY assignment. The conviction must be reported to the LICENSEE, who shall then notify the Director of Procurement Management.

- D. If at any time it is discovered that any LICENSEE personnel has a criminal record that includes a felony or misdemeanor, the LICENSEE is required to inform the COUNTY and the COUNTY will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether that LICENSEE employee will be placed or remain on a COUNTY assignment. The COUNTY may withhold consent at its sole discretion. Failure of the LICENSEE to comply with the terms of this paragraph may result in the termination of its Agreement with the COUNTY.

### **8. USE AND FEES:**

- A. In consideration for the use of the LICENSED PROPERTY, VENDOR agrees to pay COUNTY in accordance with Exhibit "B."
- B. LICENSEE may establish its own rates, fees, and charges for concession services provided to FACILITY patrons, as long as such rates, fees, and charges are reasonable and not applied in a manner that discriminates against persons on the basis of race, color, religion, sex, national origin, or any other protected class.

### **9. GENERAL COOPERATION AND UNDERSTANDING:**

- A. LICENSEE and COUNTY agree to cooperate in the promotion of the concession services hereunder to the general public.
- B. The PARTIES acknowledge that COUNTY retains ownership of the LICENSED PROPERTY.
- C. This Agreement cannot be transferred or assigned by LICENSEE, without prior written consent of COUNTY, which may be withheld at the sole discretion of COUNTY. Any attempt to assign or transfer will be in violation of this Agreement, and shall be void and unenforceable.
- D. Waiver by COUNTY of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

**Exhibit C**

- E. LICENSEE acknowledges that this Agreement and all records pertaining to this Agreement may be subject to public disclosure pursuant to Florida’s Public Records law, Ch. 119, Florida Statutes.
- F. This Agreement constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. Any and all other prior or contemporaneous agreements, discussions, or representations, and understandings of any nature, whether oral or written, with respect to the subject matter of this Agreement are hereby superseded, merged and revoked.
- G. Any written notice required to be given under this Agreement must be in writing and either hand delivered or mailed by certified mail to the other party at the address set forth below or such other address as the party may provide from time to time. Any change in the PARTIES’ representatives or contact information will be promptly communicated by the party making the change.

LEE COUNTY PARKS AND RECREATION  
Director of Parks and Recreation (or designee)  
3410 Palm Beach Blvd.  
Fort Myers, FL 33916  
(239) 533-7400  
jlavender@leegov.com

With a copy to:  
LEE COUNTY PROCUREMENT MANAGEMENT  
Director of Procurement Management (or designee)  
PO Box 2238  
Fort Myers, FL 33902-2238

[VENDOR NAME]  
[CONTACT]  
[ADDRESS]  
[ADDRESS]  
[PHONE NUMBER]  
[EMAIL]

**10. INSURANCE AND INDEMNIFICATION:**

- A. LICENSEE shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit “C”, as may be amended from time to time. A copy of Exhibit “C” is attached hereto and incorporated herein. These requirements, as well as COUNTY’s review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any manner limit or qualify the liabilities or

## Exhibit C

obligations assumed by LICENSEE under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better". No changes are to be made to these specifications without prior written specific approval by County Risk Management. A Certificate of Insurance, consistent with Exhibit "C" must be provided to COUNTY prior to its execution of this Agreement. Further, the Certificate of Insurance shall name COUNTY - *Lee County Board of County Commissioners* - as a certificate holder and as an additional insured. Should the requirements under Exhibit "C" change, COUNTY will provide the new requirements to LICENSEE. LICENSEE will provide a new Certificate of Insurance to COUNTY's Risk Management within sixty (60) days of receipt of the new requirements or later if approved by County Risk Management.

- B. LICENSEE hereby indemnifies and holds COUNTY harmless from any and all claims, liability, losses, damages, costs, including but not limited to reasonable attorney's fees and causes of action that may arise out of the willful, negligent, reckless, intentional wrongful misconduct or unlawful acts or omissions of LICENSEE, its employees, volunteers and/or participants in its operations under this Agreement. LICENSEE will pay all claims and losses of any nature whatsoever arising from actions under this Agreement; will defend all suits against COUNTY, when applicable, including appellate proceedings; and, pay all costs, judgments, and attorney's fees. COUNTY retains the right to choose its own counsel and LICENSEE will reimburse its legal fees and costs. Nothing herein may be construed to require LICENSEE to indemnify COUNTY against liability resulting from the willful, negligent, or unlawful acts or omissions of COUNTY or its employees or agents acting within the scope of their employment pursuant to the provisions of this Agreement. This section shall survive the termination or expiration of this Agreement.
- C. LICENSEE'S personal property housed or placed at the LICENSED PROPERTY shall be at the risk of LICENSEE and COUNTY will not be liable for any loss or damage to the LICENSEE'S personal property located thereon for any cause whatsoever. LICENSEE understands that COUNTY does not and shall not carry liability, theft or fire insurance on said property to cover LICENSEE'S interest therein.

11. **AMENDMENT AND TERMINATION:** Amendments or changes to this Agreement must be made in writing and be executed with the same formality as this Agreement unless provided otherwise in the Agreement. The PARTIES may terminate this Agreement upon ninety (90) days written notice to the other party. Notice is to be provided in accordance with Section 9(G) above.

12. **DISPUTE RESOLUTION:**

**Exhibit C**

- A. In the event of a dispute or claim arising out of this Agreement, the PARTIES agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the PARTIES may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the PARTIES may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the PARTIES shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

**13. COMPLIANCE WITH APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Florida. LICENSEE shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. LICENSEE shall conduct no activity or provide any service that is unlawful or offensive.

**14. INCORPORATION OF COUNTY SOLICITATION DOCUMENTS:** LICENSEE shall strictly comply with the terms and conditions of COUNTY Request for Proposal No. [SOLICITATION #] [SOLICITATION NAME] (the "Solicitation"). The Solicitation and LICENSEE'S response to the Solicitation ("LICENSEE'S Proposal") are made a part of this Agreement as if attached hereto. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

- 1. Agreement
- 2. County's Purchase Order
- 3. Solicitation
- 4. LICENSEE'S Proposal

[INTENTIONALLY LEFT BLANK]

**Exhibit C**

**IN WITNESS WHEREOF**, LEE COUNTY and LICENSEE have caused this Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

WITNESS:

**[VENDOR]**

Signed by: \_\_\_\_\_

BY: \_\_\_\_\_

**[TITLE]**

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

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

**LEE COUNTY**

BY: \_\_\_\_\_

**[County Manager Name]**

**[TITLE]** on behalf of the Board of  
County Commissioners

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

Approved as to form for the reliance of  
Lee County only:

\_\_\_\_\_  
Lee County Attorney's Office

**Exhibit C**

**EXHIBIT A**  
**SCOPE OF CONCESSION SERVICES**

**Exhibit C**

[Beginning on this page, insert full scope of services to be performed under this Agreement.]



**Exhibit C**

EXHIBIT B  
FEE SCHEDULE

**Exhibit C**

[Beginning on this page, insert fee schedule, payment schedule, etc.]

**Exhibit C**

EXHIBIT C  
LICENSEE INSURANCE REQUIREMENTS

**Exhibit C**

**Minimum Insurance Requirements:** *COUNTY'S Department of Risk Management in no way represents that the insurance required herein is sufficient or adequate to protect the LICENSEE's interest or liabilities. The following are the required minimums the LICENSEE must maintain throughout the duration of this Agreement. The COUNTY reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$500,000 per occurrence

\$1,000,000 general aggregate

\$500,000 products and completed operations

\$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL) or

\$300,000 bodily injury per person

\$500,000 bodily injury per accident

\$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident

\$100,000 disease limit

\$500,000 disease – policy limit

***\*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form***

## Exhibit C

*Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”*

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Agreement. LICENSEE shall provide a certificate of insurance to the COUNTY’S Risk Manager for review and approval. The certificate shall provide for the following:
  - a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**
  - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

### **Special Requirements:**

1. If applicable, it is the responsibility of the LICENSEE to ensure that all subcontractors comply with all insurance requirements.
2. Place the project name and number in the Description of Operations box on the certificate of insurance.
3. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best’s Financial Strength Rating of “B or better”.