

PROJECT NO.: IW090221

**OPEN DATE: MAY 28, 2009** 

AND TIME: 2:30 P.M.

\*\*\*MANDATORY\*\*\* - SEE ATTACHED NOTE

PRE-BID DATE: MAY 6, 2009

AND TIME: 2:30 P.M.

LOCATION: MANATEE PARK

10901 STATE ROAD 80 (PALM BEACH BLVD.) FORT MYERS, FL 33905

# REQUEST FOR QUOTATIONS

 $({\bf STEP\ ONE-QUALIFICATIONS})$ 

#### TITLE:

### KAYAK/CANOE OUTFITTER & GIFT SHOP/FOOD CONCESSION FOR MANATEE PARK

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

DIVISION OF PURCHASING

MAILING ADDRESS

P.O. BOX 398

FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

1825 HENDRY ST 3<sup>rd</sup> FLOOR FORT MYERS, FL 33901

BUYER:

BOB FRANCESCHINI, C.P.M., CPPB

PHONE NO.: (239) 533-5457

EMAIL: rfranceschini@leegov.com

#### \*\*\*MANDATORY PRE-BID \*\*\*

#### VENDORS...

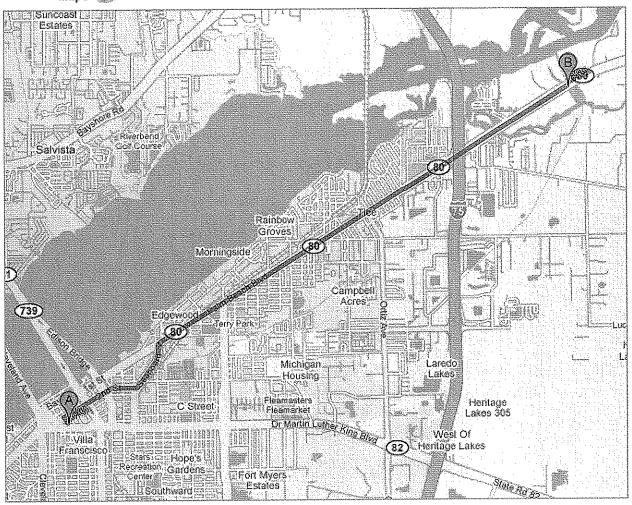
AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THIS IS A MANDATORY PRE-BID CONFERENCE; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER TO BE ELIGIBLE TO SUBMIT A QUOTE. THERE ARE NO EXCEPTIONS TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE, 2:30 P.M.

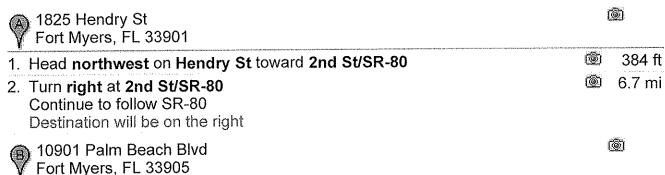
WE WILL MEET IN THE PARKING LOT AT THE MANATEE PARK FACILITY – PLEASE FOLLOW THE SIGNS.

SHOULD YOU HAVE PROBLEMS FINDING THE FACILITY OR THE MEETING PLACE; PLEASE CONTACT ME @ 239-823-4076 FOR ASSISTANCE.





## Driving directions to 10901 Palm Beach Blvd, Fort Myers, FL 33905 6.8 mi – about 16 mins



These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2009, Maponics, Tele Atlas

#### **INTRODUCTION**

#### **OVERVIEW**

The Lee County Board of County Commissioners is accepting qualifications from companies interested in establishing and operating a kayak/canoe outfitter (rentals and guided tours) and gift shop/food concession at Manatee Park.

#### TWO-STEP QUOTE PROCESS

#### NOTE:

\*PLEASE SUBMIT STEPS 1 AND 2 TOGETHER ON THE PROJECT OPENING DATE.

\*PLEASE USE SEPARATE SEALED ENVELOPES MARKED "STEP 1" & "STEP 2".

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

#### STEP ONE - REQUEST FOR QUALIFICATIONS

In Step One, please submit all requested information to Lee County Purchasing, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Oualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit <u>all</u> information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

#### STEP TWO - REQUEST FOR QUOTATIONS - PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Purchasing, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

#### **GENERAL CONDITIONS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 533-5450.

#### 1. SUBMISSION OF QUOTE:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Quote"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
  - 1. The original consisting of the Lee County quote forms completed and signed.
  - 2. A copy of the original quote forms for the Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. QUOTE CALCULATION ERRORS: In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **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.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

#### 2. ACCEPTANCE

The materials and/or services delivered under the quote **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 to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

#### 3. SUBSTITUTIONS

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County shall be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

#### 4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

#### 5. **WARRANTY/GUARANTEE** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

#### 6. PRE-BID CONFERENCE

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as <u>mandatory</u>, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

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#### 7. BIDDERS LIST MAINTENANCE

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

#### 8. LEE COUNTY PAYMENT PROCEDURES

All vendors are requested to mail an original invoice to:

Lee County Finance Department Post Office Box 2238 Fort Myers, FL 33902-2238

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

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

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 contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

#### 9. **PUBLIC ENTITY CRIME**

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 a 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.

#### 10. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

#### 11. MATERIAL SAFETY DATA SHEETS

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

#### 12. MISCELLANEOUS

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

#### 13. WAIVER OF CLAIMS

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

#### 14. <u>AUTHORITY TO PIGGYBACK</u>

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

#### 15. COUNTY RESERVES THE RIGHT

#### a) State Contract

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

#### b) Any Single Large Project

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

#### c) <u>Disadvantaged Business Enterprises</u>

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

#### d) Anti-Discrimination

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of 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.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The vendor 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. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails ore refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

#### 16. <u>AUDITABLE RECORDS</u>

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

#### 17. DRUG FREE WORKPLACE

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

#### 18. REQUIRED SUBMITTALS

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

#### 19. TERMINATION

Any agreement as a result of this quote 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 vendor, 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.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal 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 of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

#### 20. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

#### 21. ANTI-LOBBYING CLAUSE

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

#### 22. INSURANCE (AS APPLICABLE)

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

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INFORMAL QUOTE NO.: IW090221

# LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR A KAYAK/CANOE OUTFITTER & GIFT SHOP/FOOD CONCESSION FOR MANATEE PARK

DATE	E SUBMITTED:	
VEND	OOR NAME:	
ТО:	The Board of County Commissioners Lee County Fort Myers, Florida	
all of	ng carefully examined the "General Conditions", and the "Detailed Specifications which are contained herein, the Undersigned proposes to furnish the following meet these specifications:	itions",
	ndersigned acknowledges pt of Addenda numbers:	
	ANTI-COLLUSION STATEMENT	
WITH OUOTH OR AG MATEI	ELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS (OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PART E WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLIENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF RIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETRIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.	<u>TES TO A</u> OYEE
	FIRM NAME:	
	BY (Printed):	
	BY (Signature):	
	TITLE:	
	FEDERAL ID # OR S.S.#	
	ADDRESS:	
	PHONE NO.:	
	FAX NO.:	
	CELLULAR PHONE/PAGER NO.:	
LEE CO	OUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:	
	L ADDRESS:ED: 3/1/07	_

# LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR A KAYAK/CANOE OUTFITTER & GIFT SHOP/FOOD CONCESSION FOR MANATEE PARK

#### **SCOPE**

The Lee County Board of County Commissioners is accepting qualifications from companies interested in establishing and operating a kayak/canoe outfitter offering guided tours as well as watercraft rentals and gift shop/food concession at Manatee Park, 10901 State Road 80 (Palm Beach Blvd.), Fort Myers, FL 33905.

The park allows for picnicking; therefore, the park visitors are allowed to carry in their own food and beverages.

While the goal of this solicitation is to give exclusive rights to the awarded vendor; the park is, and shall remain, a public facility. There shall be no charge to the general public to launch their personal watercraft; and Parks & Recreation reserves the right to use the launch at no charge for department trips/training, etc. as needed. However, the awarded vendor will be allowed to charge other outfitters a reasonable fee to launch their equipment (see below).

Vendors should attempt to be as creative as possible in their responses to Step One of this solicitation; while taking into consideration the best interest of Lee County, the public and themselves.

#### TERM OF QUOTE

This quotation shall be in effect for five (5) years, or until new quotations are taken and awarded. This quotation has the option of being renewed for one (1) additional five (5) year period, upon mutual agreement of both parties, under the same terms and conditions.

#### **REGULATIONS**

The awarded vendor shall secure all Federal, State and County permits necessary to operate the concessions. This shall include, but not be limited to, Health Department Permits and Occupational Licenses. The awarded vendor shall abide by all applicable laws, ordinances and regulations; Federal, State and County, and shall not use, or permit, County facilities to be used for any unlawful, improper, or offensive purposes whatsoever.

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The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

#### UTILITIES

Lee County will provide and pay for the following utilities: pest control, water and trash service.

The awarded vendor shall provide and pay for the following utilities: electricity, telephone (vendor shall get either a local landline or cell phone number specific to their business for operations in the Park), and L.P. gas service (if required).

#### **INSPECTION**

Lee County's designated representative will have the right to inspect the premises at reasonable hours, and without prior notice.

#### <u>ACCESS</u>

The awarded vendor will be given free access and the County will provide the awarded vendor with adequate parking space(s) for business and operation hours only.

#### EQUIPMENT INFORMATION - GIFT SHOP/FOOD CONCESSION

The Gift Shop is approximately 418 square feet in size.

One (1) mobile food unit will be allowed. The unit may not exceed 10' x 20' in size and meet all applicable County and City health department requirements. It will be placed in a County-approved location.

It will be the awarded vendor's responsibility to provide all of the equipment necessary to stock and offer for sale the items as detailed elsewhere in these specifications.

Installation and maintenance of this equipment will be the responsibility of the awarded vendor, who will also maintain ownership of the equipment and be responsible for its removal either at the end of this quotation or at any time at the request of Parks.

Lee County will be responsible to provide adequate space for the requested equipment. Space will be limited to designated area within the existing structure.

The awarded vendor will be responsible for providing the required electricity to run the equipment.

NOTE: The County will not be responsible for the replacement of any product that may be ruined as the result of a power outage, theft, and/or vandalism.

Lee County Parks reserves the right to inspect the equipment at any time; and close the vendor's operation down if sanitation or operational problems are found.

Lee 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/concession operation.

#### **EQUIPMENT INFORMATION - KAYAKS & CANOES**

The awarded vendor shall have a minimum of twenty (20) total vessels – included in this total shall be a minimum of ten (10) kayaks with the remaining ten (10) being either canoes or kayaks – with the required ancillary equipment such as paddles, life preservers, etc. – dedicated at all times to Manatee Park.

The kayaks and canoes – and ancillary equipment - used under this contract shall either be new or less than three (3) years old.

NOTE: The life preservers or personal flotation devices (PFD's) used under this quote shall be the vest style with adjustable straps. The orange "horseshoe" type is NOT acceptable.

All watercraft and ancillary equipment shall be kept clean in and in good repair by the awarded vendor at all times. Parks 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 vendor be capable of replacing any watercraft or ancillary equipment required herein within one (1) week after request by Parks personnel to do so.

#### **DESIGNATED CONTACT**

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this quotation.

#### **EMERGENCY CONTACT**

A representative of the awarded vendor shall be available by telephone 24 hours a day, 7 days a week for emergencies during the entire term, and any renewals, of this quotation. Information on how to contact the representative shall be provided to Parks after award.

#### **OUALITY OF FOOD & BEVERAGE ITEMS**

Food and beverage items offered for sale in both the gift shop and mobile food unit shall be of superior quality (see below) as determined by the County. In the event the quality of items is considered to be below standards, the County may at its sole option, require the awarded vendor to modify the item. In the event the awarded vendor fails to meet these standards, the County may deem the awarded vendor to be in violation of the specifications and proceed to terminate the quote.

All items offered for sale shall be fresh and be nationally known brands.

Please see Attachment A for a list of suggested items/brands to be stocked in the gift shop and mobile food unit; as well as space for you to list a sampling of the items/brands you will use in the gift shop and food unit covered under this quotation. This is also the area where you should list the sundries and gift shop items you will offer for sale. Suggested sundry inventory could include T-shirts, hats, sunscreen, picnic supplies, ice, etc.

<u>NOTE</u>: Under no circumstances shall alcoholic beverages of any type be offered for sale at any time.

<u>NOTE</u>: It is preferred that some "Heart Healthy" choices be included in the food and beverage mix. Please denote on Attachment A which food and beverage items you consider to be "Heart Healthy".

At anytime the vendor may request permission from Lee County to add or delete items as demand dictates. Lee County desires that adequate inventory levels of merchandise and equipment be maintained to satisfy the basic needs of the public.

#### PRICING - FOOD & BEVERAGES

Lee County desires that the awarded vendor offer quality food and beverages (as well as sundries, etc. in the gift shop) at "reasonable" prices. It will be up to the awarded vendor to set the food, sundry, and beverage prices. Prices may be increased at any time; but only with the prior approval of Parks which may only be obtained after giving 30 calendar days written notice. Requests for price increases must be accompanied by supporting documentation – such as notification from a supplier of a price increase – in order for the request to be considered. The County reserves the right to approve or deny all such requests at its sole discretion.

#### PRICING - WATERCRAFT RENTALS & TOURS

Watercraft rental rates — as well as guided tour rates — are to be competitive with those of other outfitters currently operating within Lee County (see below). Any requests for price increases over the term of the contract must remain competitive with those charged by other outfitters at the time of the request. Prices may be increased at any time, but only with the prior approval of Parks which may only be obtained after giving 30 calendar days written notice. The County reserves the right to approve or deny all such requests at its sole discretion.

#### FEES CHARGED TO OTHER OPERATORS

As stated above, the awarded vendor will be allowed to charge other outfitters a reasonable fee to launch their equipment. The awarded vendor will be allowed to set this fee; however, it will be subject to approval by County personnel. Further, the County

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reserves the right to set a "reasonable" fee and make the final decision on the amount that may be charged – as well as how it will be charged.

NOTE: No parking fee increases – to either other operators or the public - will be permitted. Further, the awarded vendor will not be allowed to charge any parking fees; and all parking fees and collection of same are the sole responsibility of Lee County.

#### PERSONNEL & SUPERVISION

The awarded vendor and his employees shall be identified by a County approved uniform and name tag; and shall maintain appropriate personal hygiene and appearance; and maintain a professional demeanor at all times. Staffing shall be sufficient to service demand.

In the event the awarded vendor him/herself, or any person in their employ who, by his or her acts, engages in a course of conduct detrimental to the best interest of the County; or their actions tend to reflect negatively on the rendering of services to the general public; the awarded vendor shall remove him/herself or that employee from the property until proper control is restored to the situation.

Adequate staffing shall be the responsibility of the awarded vendor. Persons employed by the vendor in the performance of the services pursuant to this quotation shall not be considered employees of the County, shall be independent thereof, and shall have no claim against the County as to pension, worker's compensation, unemployment compensation, insurance, salary, wages, or other employee's rights.

The awarded vendor shall adequately train his employees in the work which they are to perform and shall continually supervise the ongoing operation to ensure an appropriate level of proficiency.

#### COUNTY RESERVES THE RIGHT

The County reserves the right, before recommending any award, to inspect the vendor's facilities and organization; or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. Lee County will determine whether the evidence of ability to perform is satisfactory. The County will make awards only when such evidence is deemed satisfactory and reserves the right to reject quotes where evidence submitted, or investigation and evaluation indicated inability of the vendor to perform.

The County also reserves the right to control/operate a single drink vending machine in the Park.

The County further reserves the right to approve all external signs and all other enhancements of any type the vendor may request to make under this quote in Manatee Park.

#### **FACILITIES**

The gift shop and the Park meet all ADA standards. No changes, additions, etc. to the gift shop – or any other facility or structure within the Park - may be made without prior written approval of the County representative.

The County will maintain the exterior and the basic structure of the building; the awarded vendor shall be responsible for all interior maintenance.

The awarded vendor will be responsible for furnishing all of the equipment and fixtures necessary to operate a gift shop and mobile food unit as specified herein. This equipment and fixtures shall remain the property of the awarded vendor who will also be responsible for its maintenance and repair. As it becomes necessary to replace such equipment, it shall be the responsibility of the awarded vendor to do so.

Several outside picnic tables for patrons will be provided by the County. Any other seating arrangements will be the awarded vendor's responsibility and must be approved by the County representative.

Should the awarded vendor desire a burglar alarm; the installation, monitoring, maintenance, repair, responses to calls, etc. of same shall be the awarded vendor's responsibility. Removal of the system at the end of this contract shall be the awarded vendor's responsibility and at his expense.

#### **EQUIPMENT STORAGE**

The Park must be kept neat and orderly at all times. Therefore, the awarded vendor will need to make arrangements for on-site storage of watercraft and ancillary equipment when it is not in use – for example, a shed or rack, etc. All storage structures must be pre-approved by the County representative. The County will not be responsible for any losses due to theft, fire or any other cause.

#### INSPECTIONS & PUBLIC COMPLAINT PROCESS

It is expected that the awarded vendor will maintain a certain level of service to County standards and expectations. All equipment, merchandise displays, and other items are to be in good repair at all times. Lee County reserves the right to inspect the cleanliness of the surrounding areas on a regular basis.

The awarded vendor shall be open and responsive to suggestions identified by Parks for improvements.

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#### PURCHASING AGREEMENT

The Purchasing Agreement to be executed between Lee County and the awarded vendor is attached. If your firm will require Lee County to sign any type of contract and/or lease agreement, please include a copy of these documents with Step One of your quotation. Lee County reserves the right to reject any and all documents that may be submitted.

#### ASSIGNMENT OF THIS CONTRACT

The awarded vendor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by County Representative.

#### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

#### **BACKGROUND CHECKS**

The awarded vendor will be required to perform background checks on all employees that will be working on this contract, in the County's facilities. The results of the background checks will be provided to the County Representative within thirty (30) days of award of the contract. Background checks on any new employees hired during the term of the contract must be performed immediately and provided to the County's Representative before the employee will be allowed to work in the County's facility.

Based on these background checks, the County reserves the right to ask the awarded vendor remove an employee from working in the County's facility.

If the awarded vendor does not comply at all times with the security check procedure, it may be grounds for termination of this contract.

Any charges incurred for these background checks are the sole responsibility of the Vendor.

Because of higher security requirements at some County facilities, it may be necessary to require a Crime Information Background Check. Checks are to be performed by the Florida Department of Law Enforcement at the following address:

Florida Department of Law Enforcement P.O. Box 1489 Tallahassee, FL 32302

Please provide the name, date of birth, race, sex, and last known address of each of your employees to FDLE. A copy of the background check from the Florida Department of Law Enforcement must be provided to Lee County's Representative within a thirty (30) day period.

The awarded vendor will be responsible for his employees, and those of the vendors he may hire, for acting in accordance with security guidelines, during entering, exiting, and cleaning, etc.

#### **VENDOR REQUIREMENTS**

The awarded vendor shall be responsible for remitting all appropriate taxes (please include a copy of your "Rental Tax Pay Permit" with Step One of your submission).

The collection/removal of trash and litter from within a ten foot (10') radius of the gift shop, mobile food unit and eating areas where applicable, resulting in a safe and attractive condition, will be the responsibility of the awarded vendor. All trash shall be disposed of in accordance with applicable laws. (The County will pay for the disposal of the bagged trash.)

The awarded vendor shall agree to diligently maintain and protect Lee County's property and surrender it at the end of the agreed term in the same condition, normal wear expected.

The awarded vendor shall meet with a Lee County representative at the end of each contract year to discuss and evaluate the previous year's service. Continuation of the contract will depend on a favorable review by Lee County.

Any alteration, addition to, or remodeling – temporary or permanent – of any Lee County property will not be allowed, unless prior written approval is obtained from Lee County.

#### **OPERATING HOURS**

The operating hours for the kayak/canoe outfitter and gift shop/food concession shall be, at a minimum, as follows:

\*During "Season" (defined as November 1<sup>st</sup> through Easter): Seven (7) days a week – 9:00 a.m. to 4:00 p.m.

\*During "Off Season" (defined as Easter through October 31<sup>st</sup>): A minimum of 6 hours per week of paddling rental.

NOTE: The hours/days of operation of the gift shop and food concession during the "Off Season" shall be at the discretion of the awarded vendor.

Manatee Park currently operates, 7 days per week, from sunrise to sunset. Vendor's hours should be clearly posted, and the vendor should not vary from the scheduled hours without prior approval from the County.

In your response to Step One of this solicitation, please detail your planned days/hours of operation.

#### PARK CLOSING

At no time shall the awarded vendor operate the concession if the County closes the park (due to inclement weather, Acts of God, etc.). The vendor shall waive all claims for compensation for loss or damage due to closure of the park for said reasons.

If, in the judgment of Lee County, any portion of the buildings from which the concessions are operating, or any access thereto, is damaged by Acts of God, beyond immediate repair, this agreement will become null and void.

#### **REVENUES**

As this is a new concession at the park, past revenue figures are not available. The County makes no representations or warranties as to the potential customer base or revenue/income.

#### RECEIPTS

The awarded vendor shall have a process to offer receipts and subsequently refunds if necessary.

#### PAYMENT METHODS

The awarded vendor shall accept cash, credit cards, and debit cards as payment for all products and services covered by this quote. Checks may or may not be accepted at the awarded vendor's discretion.

NOTE: All costs of credit card processing services – such as additional phone lines, etc. – shall be the responsibility of the awarded vendor.

#### **REPORTS**

The awarded vendor shall provide Lee County Parks & Recreation with the following reports:

\*Monthly – A monthly report showing the monthly count of all launched craft during the vendor's hours of operation. This craft count shall be divided out between vendor vessels, other outfitter vessels, and personal launches.

\*Quarterly – A quarterly financial statement showing all food, gift, and rental sales.

#### **VENDOR QUALIFICATION CRITERIA**

To qualify for consideration for selection as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

NOTE: IN ORDER TO QUALIFY TO PROCEED TO STEP TWO AS A QUALIFIED VENDOR; A "PASS" MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE "SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS".

The items listed below should be submitted with each quotation and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a quoter to include all listed items may result in rejection of its quotation.

Required submittals for this RFQ are as follows:

#### Criteria 1 - Management Summary

Provide a cover letter indicating the underlying kayak/canoe guide service and rental as well as food service background, expertise, qualifications, and philosophy of your firm in providing the services required in this RFQ. The company – or the individual – must have a minimum of two (2) years experience in operating as a kayak/canoe outfitter offering guided tours as well as watercraft rentals similar in scope, size and complexity to that detailed under this RFQ; proof of which should be included under Criteria 1. Further, the County prefers vendors to have knowledge of Lee County waterways – or similar waterways in the State of Florida. Therefore, it is preferred that the two (2) years of kayak/canoe outfitter experience offering guided tours have been in Lee County or in an environment similar to that of Lee County in the State of Florida; operating on Lee County waterways – or on similar waterways in the State of Florida – details of which should be included under Criteria 1. (If your experience is not within the State of Florida, please state the location where your experience has been – with details as to why you feel it is comparable to Florida waterways - as part of your response to Criteria 1.)

As a result of the experience you have detailed above, please answer the following question in your response to Criteria 1: In what conditions would you not paddle?

Please also include the name and telephone number of a contact person concerning the quotation.

#### <u>Criteria 2 – Business Plan</u>

The business plan should include, but not be limited to:

- \*The awarded vendor must use Green Business Practices (see attached). Please explain how your firm will meet this requirement and implement Green Business Practices in its implementation of this entire concession at Manatee Park. For more information on this topic, please visit: <a href="http://www.business.gov/expand/green-business/">http://www.business.gov/expand/green-business/</a>
- \*Proof of certification that the awarded vendor and all employees as well as independent contractors, etc. working under this contract have completed the Society of Ethical Ecotourism or County-approved comparable certification will be required within six (6) months after award. Please explain how your firm will meet this requirement.
- \*Description of the proposed contract team, and the role to be played by each member of the proposed team;
- \*Proposed team organizational structure, interrelationships, and interactions including management policies describing controls over money, staffing, accounting, and customer service:
- \*Detailed plan of approach (including major tasks and sub-tasks);
- \*Proposed service quality program including description and photos of kayaks and canoes, mobile food unit, and ancillary equipment to be used, etc.;
- \*Anticipated Beverages, Food and Sundry Items including portion sizes and prices (please see Attachment A for a listing of the suggested items to be included);
- \*In order to be considered for award, quoters must have a Drug Free Workplace Program in place. Details and proof of this program should be included with your quotation under Criteria 2;
- \*Vendor must comply with all applicable Code and Health Department requirements as they relate to the food vending operation. Copies of all applicable licenses should be included with your quotation under Criteria 2;
- \*Vendor must be in compliance with and be in possession of (as applicable) all current applicable regulatory licensing and insurances. Copies should be included with your quotation under Criteria 2;
- \*Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.

\*The County desires an expeditious start up of the entire concession operation following award. As part of your response under Criteria 2, please state how many calendar days you will require following award to commence operations.

\*Please state the days and hours of operation you plan to implement for the entire concession – breaking out (as necessary) the different days/hours for the various components of the concession.

#### Criteria 3 - Key Personnel

Include with your quotation 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.

#### Criteria 4 - References

Include with your quotation a minimum of five (5) references from governmental entities, companies, or customers – these should be within the past three (3) years – for which your firm has done work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ. Information provided should include the name, address, and telephone number of the contact person; description of services provided; and the time period of the contract.

#### Criteria 5 - Kayak/Canoe Guided and Non-Guided Rental Rates

Include in your response to Criteria 5 the number of - and size of each – kayaks and canoes you will dedicate to service this concession at Manatee Park. Also include the guided and non-guided rental rates for all scenarios including groups (including all required accessories such as paddles and life preservers) for each by the half-day and full day – including rates for two (2) hour guided trips - you will implement if awarded this quote.

NOTE: The rental rates quoted shall not exceed the average of other kayak/canoe outfitters currently operating in Lee County; comparing similar size and type of craft. Half and full day rentals are preferable, but if hourly rates are submitted, they must not have any craft over \$15.00 per hour, per craft, including paddles and life vests.

To assure that this is the case, the County will take a survey of area outfitters at the time of evaluation to determine an accurate average.

The County reserves the right to monitor the rates over the term of the contract 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 vendor to lower them to what it considers to be fair in the marketplace. All requests for rate increases must be submitted 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". (See "<u>PRICING – WATERCRAFT RENTALS & TOURS</u>" for additional information about requesting price increases.)

#### Criteria 6 - Mobile Food Unit & Gift Shop

Please explain in detail the menu and gift/sundry offerings—with price list - you propose to offer in the mobile food unit and gift shop. (Please see Attachment A for a listing of the suggested items to be included.) Please also include a list of the equipment you will install in gift shop as well as elsewhere in the Park to serve the public as per the requirements of this specification.

NOTE: Recycled food and beverage containers - as well as utensils and paper goods - shall be used at all times for items served at the mobile food unit and/or gift shop. The use of Styrofoam containers of any kind is strictly prohibited.

#### Criteria 7 - Manatee Protection/Public Education

Two of Manatee Park's on-going goals are: Protection of the manatee...and...Increasing public education and awareness of the manatee and its role in the Southwest Florida ecosystem.

As part of your response to Criteria 7, please detail how, as the awarded vendor, you would assist Manatee Park in meeting these goals.

Your response to Criteria 7 should also include detailed explanations of how you will meet the following requirements:

- \*State the self-imposed limit on the number of kayaks and/or canoes you will put on the water at any given time. Explain how this correlates with Federal, State, and/or Local laws.
- \*The American Canoe Association recommends a 1:5 ratio for guide/instructor to paddlers. Under no circumstances shall the ratio exceed 1 guide/instructor to 10 boats. State your intended ratio and how it relates to safety as well as manatee protection and public education.
- \*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. Explain how, as the awarded vendor, you will assist County staff in this effort which shall include a minimum of two (2) free-of-charge guided tours per month for school field trips on an as-requested basis.
- \*No-cost activity days, demos, guided tours, etc. for campers during Spring Breaks and the Summer Camp season, on an as-requested basis. Your response should include a

minimum of one (1) free trip per week for any Parks & Recreation summer or spring break camp.

- \*Complementary rentals on an as-requested basis to Parks & Recreation for use by dignitaries, media, etc.
- \* The awarded vendor or at least one employee working at Manatee Park shall complete at least one (1) eight-week Master Naturalist course within one (1) year after award. Please explain how your firm will meet this requirement. (Should the certified person leave either Manatee Park or the vendor's employ; then another employee must be certified.)
- \*The awarded vendor shall meet with Parks' Environmental Education Coordinator a minimum of twice within the first four (4) months after award. The goal of this is to ensure that the vendor understands ethical ecotourism practices as well as Parks' environmental policies. Please explain how your firm will meet this requirement.
- \*The awarded vendor shall meet with Parks' Volunteer Services Coordinator within the first four (4) months after award. The goal of this is to ensure that the vendor understands the role volunteers and volunteer hours play in Manatee Park and in the Parks Department as a whole. Please explain how your firm will meet this requirement.
- \*The awarded vendor and entire staff working at Manatee Park shall complete the volunteer training program within the first four (4) months after award. Further, all staff members must complete a minimum of eight (8) hours of additional interpretive training each season. Please explain how your firm will meet this requirement.

#### Criteria 8 – Vendor Web Site

In order to be considered for an award, the vendor 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 be linked to both the Lee County Parks & Recreation web site as well as the Calusa Blueway Paddling Trail site.

It will be the awarded vendor's responsibility to maintain this site and to forward information about events such as guided tours, etc. to the Lee County Parks & Recreation representative a minimum of ten (10) days prior to the event so that the information may be posted on the Parks web site.

If you currently have a web site, please include the address in your response to Criteria 8.

Please explain how your firm will meet this requirement.

#### ATTACHMENT A - SUGGESTED GIFT SHOP & MOBILE FOOD UNIT ITEMS

The following is a listing of the suggested items/brands to be stocked in the gift shop and mobile food unit. Your 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 will be offered; as well as the brand(s), type(s), size(s) and prices of snacks along with portion sizes and prices, should be included under Criteria 6. (Your list of sundries should also be included under Criteria 6.)

#### Gift Shop

Plush/stuffed toy manatees Key chains Calendars T-Shirts Hats Sunscreen Sunglasses Beach Towels Picnic Supplies Charcoal Ice

#### **Mobile Food Unit**

Coffee: Regular and De-Caf unflavored coffees.

Food Items: Hot Dogs, Nachos, Popcorn, Peanuts, etc.

<u>Ice Cream Novelties</u>: Ice Cream Sandwiches, Popsicles, Fudgsicles, Chocolate Covered on a stick, Strawberry Shortcake on a stick, Chocolate Éclair on a stick, Push-ups, etc.

<u>Beverages</u>: 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 (please specify brand(s), flavors, and product format/sizes in your quote response).

Snacks (Note: Snacks should be offered in 1 to 1-1/2 oz. bags): Potato Chips – plain and flavored, Cookies, Doritos, Cheetos, 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, IceBreakers, etc., Nuts - i.e., peanuts, trail mix, etc.

### <u>ATTACHMENT A – SUGGESTED GIFT SHOP & MOBILE FOOD UNIT ITEMS</u> (CONTINUED)

#### Gift Shop/Food Unit Beverages, Snacks, Sundries

In the space provided below, please list a sampling of the items/brands you will use in the gift shop and food unit covered under this quotation.						
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THE OFFICIAL BUSINESS LINK TO THE U.S. GOVERNMENT

#### **Green Guide for New Businesses**



Adopting environmentally-friendly and energy efficient business practices provides numerous benefits to new business owners looking to control costs, attract customers, and become socially responsible.

This guide provides you with some important information on implementing an environmental strategy for your business, including steps to becoming energy efficient, compliant with environmental regulations, and a recognized "green business."

#### Step 1: Comply with Environmental Regulations

As a green business, you should practice what you preach. This means complying with all environmental regulations relevant to your business. Compliance not only protects the environment, it protects your business from fines and legal action from the government. Consult the <a href="Environment Regulations">Environment Regulations</a> section of the <a href="Green Business Guide">Green Business Guide</a> for more information.

#### Step 2: Develop an Environmental Management Plan

Running a green business means creating an environmentally-friendly, energy efficient workplace. A sound <u>environmental plan</u> will help minimize your company's eco-footprint, and encourage green business practices throughout your organization.

#### Step 3: Build Green

If you are opening a business in a new or remodeled building, make sure you build green and install energy efficient heating and air conditioning systems, appliances, equipment and lighting. Consult the following resources for more information:

- Small Business Guide to Energy Efficiency
- Green Building Resources

#### Step 4: Buy Green Products

Consider buying green products that are

- Made from post-consumer, recycled materials
- Bio-based
- Non-toxic
- Energy efficient rated products, such as <u>ENERGY STAR®</u>
- Renewable and recyclable
- Locally produced, such as food that is locally grown and organic

#### **Step 5: Adopt Energy Efficient Practices**

Good energy management is good business. The prudent and conservative use of energy is one of the easiest and most cost effective steps you can take to cut costs, increase profitability, and create shareholder value. Given the potentially high returns and minimal risk, implementing energy efficiency practices is at the core of most business environmental management strategies.

- Conduct an Energy Audit. Whether you are opening a home based business or moving into an existing commercial building, having an energy audit conducted on your facility will help you quickly identify areas where you can save energy costs. See <u>Managing Energy Efficiency Products</u> for more information
- Purchase <u>ENERGY STAR</u> appliances and office equipment
- Provide <u>energy saving tips</u> to your employees
- Look for green power and renewable energy sources
- Visit the <u>Small Business Guide to Energy Efficiency</u> for more information

#### Step 6: Reduce, Reuse, Recycle Wastes

Most businesses can save a substantial amount of money by reducing waste. In addition to lower removal costs, waste reduction measures help cut costs on raw materials, office supplies and equipment. Furthermore, by streamlining your operations to reduce waste, you may also be able to enhance your overall efficiency, productivity and public image.

Develop waste management procedures throughout your operations that includes:

- Use of post-consumer, recycled products
- Elimination of excessive product packaging materials
- Optimized use of paper products
- Participation in recycling programs, such as EPA's <u>WasteWise</u>

For more information visit our Waste Management Guide.

#### Step 7: Conserve Water

The increased demand on our nation's water supply is threatening human health and the environment. By implementing a water efficiency program, you can not only help conserve this precious resource, but cut your costs associated with buying, heating, treating and disposing of it.

- Have a water audit conducted at your facility by your local water agency
- Conserve water using best available technology and water saving equipment utilities
- Minimize discharges to sewer/wastewater
- For more information visit our <u>Water Conservation Guide</u>.

#### **Step 8: Prevent Pollution**

Every business generates waste. For some, it may be only waste paper or dirty water; for others, it may be hazardous or toxic wastes that require special handling and disposal.

Whatever the type or volume of waste your company generates, it is costing you money. You pay for what you use twice - once when you buy it and the second time when you throw it away. The bottom line is that preventing waste will save you money.

For resources to help you prevent pollution, visit our guide to Pollution Prevention.

#### Step 9: Create a Green Marketing Strategy

If you are starting a green business, you need to market yourself as one. Adding "green" claims and eco-labels to your

marketing strategy will enhance your brand image and secure your market share among the growing number of environmentally concerned consumers.

Visit our <u>Green Marketing Guide</u> for information on the legal aspects of green marketing and strategies for successful campaigns.

#### Step 10: Join Industry Partnership and Stewardship Programs

The U.S. Environmental Protection Agency (EPA) sponsors a wide variety of <u>industry partnership and stewardship programs</u> that aim to reduce the impact of industrial activities on the environment. These partnerships will help you build relationships with other green business owners in your industry, and build a brand that's credible with your customers.

#### **About Business.gov**

Business.gov helps small businesses understand their legal requirements, and locate government services supporting the nation's small business community.

Business.gov is an official site of the U.S. Government.

**INFORMAL QUOTE NO.: IW090221** 

#### **INSURANCE REQUIREMENTS**

<u>NOTE:</u> Your certificate of insurance must meet the following requirements:

#### Requirement #1:

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

#### Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners C/O Lee County Purchasing P.O. Box 398 Fort Myers, FL 33902-0398

#### Requirement #3:

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

- 1. <u>Minimum Insurance Requirements:</u> Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
  - a. 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. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident \$500,000 disease limit \$500,000 disease limit per employee

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

INFORMAL QUOTE NO.: IW090221

\$500,000 bodily injury per person (BI) \$1,000,000 bodily injury per occurrence (BI) \$500,000 property damage (PD) or \$1,000,000 combined single limit (CSL) of BI and PD

c. <u>Business Auto Liability</u> - 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 bodily injury per person (BI) \$1,000,000 bodily injury per occurrence (BI) \$100,000 property damage (PD) or \$1,000,000 combined single limit (CSL) of BI and PD

\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; 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."

#### 2. <u>Verification of Coverage:</u>

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - 1. "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.
  - 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

#### 3. Special Requirements:

a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

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#### SAMPLE A

#### CRITERIA EVALUATION SHEET

*****	*******	***************
Quote No.:	Kayak/Canoe Outfitter IW090221	* & Gift Shop/Food Concession for Manatee Park
Committee Eval	uation Date/Time:	**************************************
CRITERIA 1 - 1	MANAGEMENT SUMI	MARY
	PASS	FAIL
CRITERIA 2 –	BUSINESS PLAN	
	PASS	FAIL
CRITERIA 3 –	KEY PERSONNEL	•
***************************************	PASS	FAIL
CRITERIA 4 –	<u>REFERENCES</u>	
<b>9</b> 00-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	PASS	FAIL
CRITERIA 5 –	KAYAK/CANOE GUII	DED & NON-GUIDED RENTAL RATES
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	PASS	FAIL
CRITERIA 6	MOBILE FOOD UNIT	& GIFT SHOP
	PASS	FAIL
CRITERIA 7 –	MANATEE PROTECT	ION/PUBLIC EDUCATION
<u></u>	PASS	FAIL
CRITERIA 8 –	VENDOR WEB SITE	
	PASS	FAIL

#### SAMPLE B

#### REFERENCE CHECK FORM

*****	*****	********	*********	***********	<b>**************</b>
PROJE	CT:	Kayak/Canoe Outfit	ter & Gift Shop/Food C	Concession for Man	atee Park
QUOTE	E NO.:	<u>IW090221</u>			
*****	*****	********	*********	******	*****
1.		company provided c m/entity?	oncession services simi	lar to that being pro	oposed to Lee County to
		Yes	-	No	
2.	How los	ng has this company b	been working with your	firm/entity with th	is concession service?
		Length of t	ime:		
3.	How is	their response time to	your requests?		
	Excelle	nt	Satisfactory	**************************************	Poor
4.	How is	the availability of the	ir managerial and suppo	ort staff?	
	Excelle	nt	Satisfactory		Poor
5.	Would	you recommend empl	oyment of this company	y?	
		Yes	<del></del>	No	-
	If no, p	lease explain:			
6.	How we	ould you rate this com	npany's overall level of	customer service to	your patrons?
	Excelle	nt	Satisfactory		Poor
7.	How we	ould you rate the over	rall performance of the	concession service?	,
	Excelle	nt	Satisfactory		Poor
OVERA	ALL CON	MMENTS:			
REFER	ENCE C	ALLED:			-
NAME	*			newvor	
DATE:					
TIME:_					
CHECK	KER'S SI	GNATURE:			

### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.:		PROJECT	NAME:			
LEE COUNTY WILL CONTRACTOR WHO CONSTITUTING A VIC SECTION 1324 a(e) {{\text{"INA"}}.	KNOWINGLY LATION OF TH	Y EMPLO IE EMPLO	DYS UNA YMENT PI	AUTHORIZ ROVISION	ÆD ALIE! S CONTAIN	N WORKERS, ED IN 8 U.S.C.
LEE COUNTY MAY UNAUTHORIZED ALI VIOLATION BY THE SECTION 274A(e) OF OF THE CONTRACT I	ENS A VIOLA RECIPIENT O THE INA SHAI	ATION OF OF THE EI LL BE GRO	SECTION SECTION SECTION	N 274A(e) E <b>NT PRO</b> '	OF THE VISIONS C	INA. SUCH ONTAINED IN
BIDDER ATTESTS TIMMIGRATION LAWS AMENDMENTS).	HAT THEY A (SPECIFICALL)	ARE FUL Y TO THE	LY COMF 1986 IMM	PLIANT V IGRATION	VITH ALL I ACT AND	APPLICABLE SUBSEQUENT
Compa	ıy Name:					
G:		Title				Date
Signatu	re	Title				Date
	STATI COUN	E OF		···		
The foregoing instrument	was signed and a	cknowledge	ed before me	this	day of	
20, by		who	has produce	ed		
(Print or Type Name)  (Type of Identification	as and Number)	identificatio	n.			
Notary Public Signature		MARKETIN .				
Printed Name of Notary I	Public					
Notary Commission Num	ber/Expiration					

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

#### PURCHASING AGREEMENT

This Agreement, made and entered into this day of, in the year, by
and between LEE COUNTY, a political subdivision and chartered county of the STATE OF
FLORIDA, acting by and through its BOARD OF COUNTY COMMISSIONERS, the governing
body thereof, hereinafter referred to as "County", and hereinafter
referred to as "Vendor".
referred to as vertical.
WITNESSTH: That the parties hereto, for the consideration herein set forth mutually agree as follows:
Article 1. SCOPE OF WORK: The Vendor shall provide all labor, services, materials, and equipment and perform all the necessary work in the manner and form provided by the Contract Documents for
•
the performance of:
Article 2. CONTRACT SUM: The County shall pay to the Vendor, for the faithful performance of
the terms as specified in the Purchasing Agreement, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, total sum as follows:
Based on the agreed upon price shown in the Proposal previously submitted to the County, a copy of said Proposal being a part of this Agreement
the sum of
DOLLARS (

Article 3. PAYMENTS: If during the progress of the work or furnishing of services it appears that the Vendor's bills for the materials and labor are not being paid, the County shall have the right to withhold from the Vendor's monthly payments sufficient sums to protect itself against all losses from possible liens, and to apply the said sums to the payment of such debts. Payments of monthly estimates are agreed not to be admission by the County that the work is done or that its quality or quantity is satisfactory; final acceptance shall occur only with final payment. Before the final payment is made, the Vendor shall show to the County satisfactory evidence that all just liens or claims for payment from all persons supplying the Vendor labor, material and supplies used directly or indirectly by the Vendor or any subcontractor or subcontractors of the Vendor in the prosecution of the work are fully satisfied, and that there are no liens, claims and demands resulting from the Vendor's performance. The County shall have the right to withhold up to ten (10%) percent of each progress payment which shall be due and payable to the Vendor upon final completion of the work.

Should the Vendor fail to complete the work within the time limit, no partial estimate will be rendered and no payments will be made after the date established for completion except as follows:

- 1. If a Surety Bond was furnished, the Vendor shall deliver to the County's Agent the written consent of the Vendor's Surety covering every such partial payment permitting such payment to be made without affecting the validity of the Bond.
- 2. If a Cash Bond was furnished, the County's Agent will examine the conditions relating to the delay, also the amount and nature of the work remaining to

be completed and his decision will determine whether partial payments will continue to be made or withheld.

The validity of the Bond shall in no	way be affected regardless of	of which course of action is taken.
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Article 4.	This	Purchasin	g Agreement	shall b	e in e	effect	from	the perio	od	commencing	the	
day of,	20	up to and i	including the			_day (	of	,	20	•		

Article 5. FAILURE TO COMPLETE THE WORK ON TIME: The time limit for the completion of all work under this Purchasing Agreement shall be as set forth in the Proposal. The dates fixing this period upon the calendar shall be as established and stated in the "NOTICE TO PROCEED" from the Purchasing Agent. After commencement of work for this Agreement, it shall be pushed with proper dispatch toward completion, to the satisfaction of the County and shall be fully completed within the time limit if so established. It is understood and agreed that the time limit for completion of said work is the essence of this Agreement and, should the party of the second part fail to complete the work within the time limit, it is agreed that for each calendar day that any work provided for in these plans or specifications shall remain incomplete after the time limit has expired, including any official extension of time limit, the sum per day given in the following schedule shall be deducted from monies due this Vendor, not as a penalty, but as liquidated damages and added expense for supervision.

Amount of Liquidated Damages per day:	
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The Vendor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want or knowledge of said contingent work as an excuse for delay in his work, or for its nonperformance.

Article 6. PURCHASING AGREEMENT DOCUMENTS: The documents hereinafter listed shall form the Purchasing Agreement and they are as fully part of the Purchasing Agreement as if attached hereto:

- 1. Advertisement for quotes (If Advertising actually performed)
- 2. Proposal Quote Form
- 3. Quote Bond (if required)
- 4. Specifications
- 5. Insurance Certificate (if required)
- 6. Vendors Bond (if required)
- 7. Plans (if applicable)

Article 7. APPLICABLE LAW: This Purchasing Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules and regulations of the United States which may be applicable to the product or services provided. The PROVIDER has attested to compliance with the applicable immigration laws of the United States. Violations of the immigration laws of the United States shall/may be grounds for unilateral termination of this agreement.

Article 8. ASSIGNMENT AND TRANSFER: The Vendor shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the county. The Vendor shall have the right to employ other persons and/or firms to serve as subcontractors in connection with the requirements of the Agreement.

Article 9. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a

termination notice submitted by the Vendor, 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.

However, if the Vendor is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the Vendor or for any of the property, if it files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, if it disregards the authority of the County's designated representatives, if it otherwise violates any provisions of this Agreement, or for any other just cause, the County may, without prejudice to any other right or remedy and after giving the Vendor seven (7) calendar days written notice, terminate this Agreement.

Where the Vendor's services have been terminated by the County, said termination shall not affect any rights of the County against the Vendor then existing or which may thereafter accrue. In the event of termination of this Agreement, not the fault of the Vendor, the County shall compensate the Vendor for: (1) all services completed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Vendor in effecting the termination of services and work, and incurred by the submittal to the County of project drawings, plans, data, and other project documents which are the subject of this Agreement.

Article 10. SEVERABILITY: The provisions and scope of work included in this Agreement are severable. The excuse of nonperformance of a portion of this Agreement shall not excuse the Vendor from further performance or completion of the Agreement.

Article 11. CONFLICTING PROVISION: Should any provision of this Agreement conflict with any other specifications or provisions included or incorporated by reference, the provisions of this Agreement shall control.

Article 12. WAIVER: Any waiver by the County or the breach of any provision of this Agreement shall not be construed or deemed to be a modification of the terms of this Agreement.

Article 13. MODIFICATION: Modification to covenants, terms and provisions of the Agreement shall only be valid when issued in writing as an amendment or change order agreed to by both parties.

Article 14. ILLEGAL OR UNCONSTITUTIONAL PROVISIONS: Should a Court of Law determine any provision of this Agreement to be contrary to the law, such a ruling shall not relieve the Vendor from fulfilling other responsibilities under the Agreement.

Article 15. DAMAGE TO PRIVATE PROPERTY: Should any private property not belonging to the Vendor be damaged through the fault of the Vendor, while carrying out this Agreement, such damage shall be repaired by the Vendor prior to the completion of the project. The County shall withhold final payment until such repairs have been made.

Article 16. INSURANCE: The Vendor will provide a certificate of insurance, meeting the requirements outlined in the specifications (if required).

Article 17. HOLD HARMLESS AND INDEMNITY: The Vendor agrees through the signing of this document by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgements of every name and description arising out of or incidental to the performance of this Agreement or work performed thereunder, whether or not due to or caused by negligence of the County excluding only the sole negligence of the County.

Article 18. EMPLOYEES: Persons employed by the Vendor in the performance of services pursuant to this Purchasing Agreement shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County to its officers and employees.

Article 19. LIABILITY FOR ACTS AND OMISSIONS: The County shall not be deemed to assume any liability for the acts, omissions or negligence of the Vendor, its agents or employees, and the Vendor shall indemnify, release and hold the county harmless from and shall defend the County and its officers and employees against any and all claims, demands, liabilities and suits arising from any act or omission of the Vendor, his agents or employees performing services and functions pursuant to this Agreement. This Agreement to indemnify shall not apply to any liability for personal injury, property damage, or breach of Agreement caused solely by the negligence of the County.

Article 20. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

Article 21. ANTI-DISCRIMINATION CLAUSE: The Vendor hereby agrees to comply with all applicable provisions of Federal, State and local anti-discrimination laws. A list of all pertinent provisions are attached as an addendum, if applicable. The Vendor agrees to hold harmless, defend, and indemnify the County for any losses incurred as a result of its failure to abide by the applicable anti-discrimination laws.

Article 22. SALES AND USE TAX: The Contractor is responsible for complying with the Florida Sales and Use Tax Law as it may apply to any and all of the Services and Work to be provided and performed pursuant to this Contract. The amount(s) of Compensation set forth in the Contract or in any Change Orders or Work Orders authorized pursuant to this Contract shall be understood and agreed to include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the Contractor and of any an all of the Sub-Contractors or material suppliers engaged by the Contractors pursuant thereto.

(Balance of Page Left Intentionally Blank)

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IN WITNESS WHEREOF the said Lee County, Florid executed in its name by the Chair, attested by the Cle Management Services, Inc. has caused this Agr President, attested , and has caused the se on the day and year first above written.	rk of Courts to be hereto attached; and Unique
ATTEST: CLERK OF CIRCUIT COURT Charlie Green, Clerk	LEE COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Chair
	APPROVED AS TO FORM
	By: Office of the County Attorney
By: Secretary	(Correct Name of Corporation)
	By:
	President (Corporate Seal)

Revised: June 3, 2008

#### LEE COUNTY PURCHASING - BIDDERS CHECK LIST

	Please read carefully and return with your bid propoeach of the following items as the necessary action is  1. The Quote has been signed.				
	2. The Quote prices offered have been reviewed.				
1000.000.000.000	3. The price extensions and totals have been checke	d.			
	4. The original (must be manually signed) and 2 co submitted.	pies of the quote have been			
	5. Three (3) identical sets of descriptive literature, be have been submitted under separate cover.	rochures and/or data (if required)			
No. of the Contract of the Con	6. All modifications have been acknowledged in the	space provided.			
	7. All addendums issued, if any, have been acknowledge.	ledged in the space provided.			
***************************************	8. Erasures or other changes made to the quote docuperson signing the quote.	ment have been initialed by the			
errore and and and	9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.				
	10. Any Delivery information required is included.				
-	11. Affidavit Certification Immigration Signed and	Notarized			
	12. The mailing envelope has been addressed to:  MAILING ADDRESS  Lee County Purchasing  P.O. Box 398 or  Ft. Myers, FL 33902-0398	PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3 <sup>rd</sup> Floor Ft. Myers, FL 33901			
	13. The mailing envelope <u>MUST</u> be sealed and man Quote Number Opening Date and/or Receiving Date	ked with:			
****	14. The quote will be mailed or delivered in time to specified opening date and time. (Otherwise quote of				
**Andread de l'Andread de l'And	15. If submitting a "NO BID" please write quote nur and check one of the following:  Do not offer this product Unable to meet specifications (why Unable to meet bond or insurance r Other:	_Insufficient time to respond.			
	Company Name and Address:				

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PROJECT NO.: IW090221

**OPEN DATE: MAY 28, 2009** 

AND TIME: 2:30 P.M.

\*\*\*MANDATORY\*\*\* - SEE ATTACHED NOTE

PRE-BID DATE: MAY 6, 2009

AND TIME: 2:30 P.M.

LOCATION: MANATEE PARK

10901 STATE ROAD 80 (PALM BEACH BLVD.) FORT MYERS, FL 33905

# REQUEST FOR QUOTATIONS

(STEP TWO - PRICING)

#### TITLE:

### KAYAK/CANOE OUTFITTER & GIFT SHOP/FOOD CONCESSION FOR MANATEE PARK

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

DIVISION OF PURCHASING

**MAILING ADDRESS** 

P.O. BOX 398

FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

1825 HENDRY ST 3<sup>rd</sup> FLOOR FORT MYERS, FL 33901

BUYER:

BOB FRANCESCHINI, C.P.M., CPPB

PHONE NO.: (239) 533-5457

EMAIL: rfranceschini@leegov.com

#### \*\*\*MANDATORY PRE-BID\*\*\*

VENDORS...

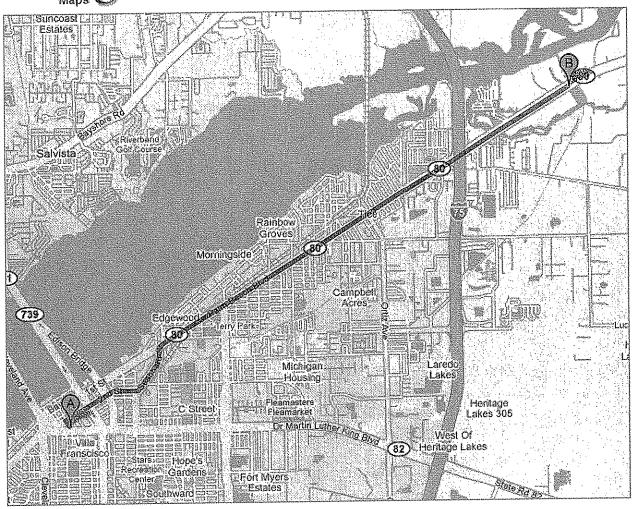
AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THIS IS A MANDATORY PRE-BID CONFERENCE; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER TO BE ELIGIBLE TO SUBMIT A QUOTE. THERE ARE NO EXCEPTIONS TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE, 2:30 P.M.

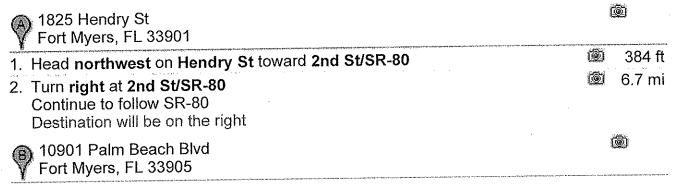
WE WILL MEET IN THE PARKING LOT AT THE MANATEE PARK FACILITY - PLEASE FOLLOW THE SIGNS.

SHOULD YOU HAVE PROBLEMS FINDING THE FACILITY OR THE MEETING PLACE; PLEASE CONTACT ME @ 239-823-4076 FOR ASSISTANCE.





# Driving directions to 10901 Palm Beach Blvd, Fort Myers, FL 33905 6.8 mi – about 16 mins



These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2009, Maponics, Tele Atlas

#### GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 533-5450.

#### 1. SUBMISSION OF QUOTE:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Quote"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
  - 1. The original consisting of the Lee County quote forms completed and signed.
  - 2. A copy of the original quote forms for the Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. QUOTE CALCULATION ERRORS: In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **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.).
- h. WITHDRAWAL OF QUOTE: No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

#### 2. ACCEPTANCE

The materials and/or services delivered under the quote **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 to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

#### 3. SUBSTITUTIONS

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County shall be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

#### 4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

#### 5. <u>WARRANTY/GUARANTEE</u> (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

#### 6. PRE-BID CONFERENCE

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as <u>mandatory</u>, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

#### 7. BIDDERS LIST MAINTENANCE

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

#### 8. LEE COUNTY PAYMENT PROCEDURES

All vendors are requested to mail an original invoice to:

Lee County Finance Department Post Office Box 2238 Fort Myers, FL 33902-2238

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

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

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 contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

#### 9. **PUBLIC ENTITY CRIME**

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 a 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.

#### 10. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

#### 11. MATERIAL SAFETY DATA SHEETS

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

#### 12. MISCELLANEOUS

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

#### 13. WAIVER OF CLAIMS

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

#### 14. AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

#### 15. COUNTY RESERVES THE RIGHT

#### a) State Contract

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

#### b) Any Single Large Project

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

#### c) <u>Disadvantaged Business Enterprises</u>

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

#### d) Anti-Discrimination

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of 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.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The vendor 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. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to

ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails ore refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

#### 16. AUDITABLE RECORDS

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

#### 17. DRUG FREE WORKPLACE

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

#### 18. REQUIRED SUBMITTALS

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

#### 19. **TERMINATION**

Any agreement as a result of this quote 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 vendor, 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.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal 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 of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

#### 20. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

#### 21. ANTI-LOBBYING CLAUSE

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

#### 22. INSURANCE (AS APPLICABLE)

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

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# LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR A KAYAK/CANOE OUTFITTER & GIFT SHOP/FOOD CONCESSION FOR MANATEE PARK

DATE SUBMITTED:
VENDOR NAME:
TO: The Board of County Commissioners Lee County Fort Myers, Florida
Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:
The undersigned acknowledges receipt of Addenda numbers:
MANATEE PARK KAYAK/CANOE OUTFITTER, GIFT SHOP/FOOD CONCESSION:  NOTE: THE MINIMUM ACCEPTABLE MONTHLY RENT SHALL BE \$500.00 PER MONTH – LESSER AMOUNTS WILL NOT BE CONSIDERED.
MONTHLY RENT OFFERED: \$X 12 =
TOTAL ANNUAL RENT: \$
TIME REQUIRED TO BEGIN OPERATIONS: CALENDAR DAYS.
IT IS CLEARLY UNDERSTOOD THAT LEE COUNTY RESERVES THE RIGHT TO REFUSE ALL OFFERS AS A RESULT OF THIS QUOTATION.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there ar	ny modifications to	the t	quote or	specificatio	ns?
Yes		No_			

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

#### **MODIFICATIONS:**

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

#### ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

	FIRM NAME:
	BY (Printed):
	BY (Signature):
	TITLE:
	FEDERAL ID # OR S.S.#
	ADDRESS:
	PHONE NO.:
	FAX NO.:
CELLULAR PHONE/	PAGER NO.:
LEE COUNTY LOCAL BUSINESS T	'AX ACCOUNT NUMBER:
REVISED: 3/1/07	

# LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR A KAYAK/CANOE OUTFITTER & GIFT SHOP/FOOD CONCESSION FOR MANATEE PARK

#### **SCOPE**

This Request for Quotations (RFQ) is issued by Lee County, Florida ("County") to request sealed quotations from vendors interested in establishing and operating a kayak/canoe outfitter and gift shop/food concession at Manatee Park.

#### REQUIRED SERVICES

The specifications for this concession service were detailed in Step One of this quotation.

#### BASIS OF AWARD

The basis of award for this quotation will be the quoter offering the highest Total Annual Rent.

## NOTE: THE MINIMUM ACCEPTABLE MONTHLY RENT SHALL BE \$500.00 PER MONTH – LESSER AMOUNTS WILL NOT BE CONSIDERED.

NOTE: The total annual rent shall be divided out and paid in 12 monthly installments of equal value at the beginning of each month.

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NOTE: The rent quoted shall remain firm over the term of the quotation.

#### INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements:

#### Requirement #1:

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

#### Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners C/O Lee County Purchasing P.O. Box 398 Fort Myers, FL 33902-0398

#### Requirement #3:

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

- 1. <u>Minimum Insurance Requirements:</u> Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
  - a. 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. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident \$500,000 disease limit \$500,000 disease limit per employee

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

\$500,000 bodily injury per person (BI) \$1,000,000 bodily injury per occurrence (BI) \$500,000 property damage (PD) or \$1,000,000 combined single limit (CSL) of BI and PD

c. <u>Business Auto Liability</u> - 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 bodily injury per person (BI) \$1,000,000 bodily injury per occurrence (BI) \$100,000 property damage (PD) or \$1,000,000 combined single limit (CSL) of BI and PD

\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; 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:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - 1. "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.
  - Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

#### 3. Special Requirements:

a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

#### LEE COUNTY PURCHASING - BIDDERS CHECK LIST

	<ul> <li>Please read carefully and return with your bid prop feach of the following items as the necessary action i</li> <li>The Quote has been signed.</li> </ul>	
	2. The Quote prices offered have been reviewed.	
annover tracker tracker	3. The price extensions and totals have been checked.	
***************************************	4. The original (must be manually signed) and 2 copies of the quote have been submitted.	
	5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.	
	6. All modifications have been acknowledged in the space provided.	
~	7. All addendums issued, if any, have been acknowledged in the space provided.	
The state of the s	8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.	
	9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.	
anner and real real real real real real real real	10. Any Delivery information required is included.	
	1. Affidavit Certification Immigration Signed and Notarized	
	12. The mailing envelope has been addressed to:  MAILING ADDRESS  Lee County Purchasing  P.O. Box 398 or  Ft. Myers, FL 33902-0398	PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3 <sup>rd</sup> Floor Ft. Myers, FL 33901
	13. The mailing envelope <u>MUST</u> be sealed and marked with:  Quote Number  Opening Date and/or Receiving Date	
	14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)	
	15. If submitting a "NO BID" please write quote mand check one of the following:  Do not offer this product Unable to meet specifications (who unable to meet bond or insurance other:	Insufficient time to respond.  requirement.
	Company Name and Address:	