



PROJECT NO.: IW120123

OPEN DATE: March 22, 2012

AND TIME: 2:30 P.M.

PRE-BID DATE: March 8, 2012

**MANDATORY-ON SITE**

AND TIME: 10:00 A.M.

LOCATION: 950 ESTERO BLVD  
FORT MYERS BEACH, FL 33931

**NOT NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEBSITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEBSITE FOR ANY PROJECTS. OUR WEBSITE: [WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT](http://WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT) CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

# REQUEST FOR QUOTATIONS

**TITLE:**

**(STEP 1- QUALIFICATIONS)**

**FORT MYERS BEACH PIER CONCESSION AT  
LYNN HALL REGIONAL PARK**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT

**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: KATIA LEWIN, BUYER  
PHONE NO.: (239) 533-5452  
EMAIL: [klewin@leegov.com](mailto:klewin@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 SUMIT 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, 10:00 A.M.

WE WILL MEET AT FORT MYERS BEACH, 950 ESTERO BLVD BY THE SHELTER NEAR THE RESTROOMS.

SHOULD YOU HAVE PROBLEMS FINDING THE FACILITY OR THE MEETING PLACE;  
PLEASE CONTACT ME (PHONE NUMBER) FOR ASSISTANCE.

## INTRODUCTION

### OVERVIEW

The Lee County Board of County Commissioners is accepting qualifications from companies interested in establishing and operating a food and recreation concession at Lynn Hall Regional 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 Procurement Management, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications 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 all 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 Procurement Management, 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**

**NOT NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEBSITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEBSITE FOR ANY PROJECTS. OUR WEBSITE: [WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT](http://WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT) CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

Sealed Quotations will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the 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 Procurement Management 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 duplicate 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 Director.
- 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 Procurement Management 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 Procurement Management 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 equal quality. 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 will require a specific product only, 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 will 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 non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, 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 requests for 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) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from a Disadvantaged 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, handicap 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, handicap 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, handicap 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 or 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 Procurement Management 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 Procurement Management.

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.

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE FORT MYERS BEACH PIER CONCESSION  
AT LYNN HALL REGIONAL 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:

\_\_\_\_\_

**NOTE: NEW REQUIREMENT: EFFECTIVE 2/1/12. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS: [WWW.LEECOUNTY.COM/PROCUREMENTMANAGEMENT](http://WWW.LEECOUNTY.COM/PROCUREMENTMANAGEMENT) CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

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.:  
\_\_\_\_\_

DUNS#:  
\_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:  
\_\_\_\_\_

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

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR A FOOD & RECREATION CONCESSION  
FOR LYNN HALL REGIONAL PARK**

SCOPE

Lee County Board of County Commissioners desires to obtain quotes for the operation of the concession located on the fishing pier at 950 Estero Boulevard Fort Myers Beach, FL 33931 at Lynn Hall Regional Park. The concession building consists of a wood frame structure on the pier, approximately sixteen (16) feet by twenty (20) feet, with a vending counter and display divider.

APPROVED SERVICES

It is intended that fishing supplies and small sundries be offered for sale or rent. All items shall be subject to review by the County. Adequate inventory levels of merchandise must be maintained at all times to satisfy the basic needs of the public. Suggested inventory should include, but not be limited to, drinks and/or food as allowed by Health Department regulations, and the following sundries and fishing-related items:

Fishing line	Sunscreen	Souvenirs
Fish hooks	Hats	Post cards
Bait	Insect repellent	Ice cream
Fishing poles	Rental equipment	Sodas
Bait knives	Reels	Snacks

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. No tobacco products of any kind may be sold as part of the product mix under this quote.

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.

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: water, and trash service.

The awarded vendor shall provide and pay for the following utilities: 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.

ACCESS

The awarded vendor will be given free access and the County will provide the awarded vendor with one (1) employee parking space for business and operation hours only.

INFORMATION – FOOD/SUNDRIES CONCESSION

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.

The awarded vendor will be responsible for providing the required electricity to run the equipment with proper and approved wiring and will not be permitted to use temporary wiring or extension cords.

**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 food/sundries concession operation.

#### 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.

#### QUALITY OF FOOD/BEVERAGE/SUNDRY ITEMS

Food, beverage and sundry items offered for sale in the food concession 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 nationally known brands.

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

NOTE: 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/BEVERAGE/ SUNDRY ITEMS

Lee County desires that the awarded vendor offer quality food and beverages (as well as sundries, etc.) 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 – FISHING ROD & TACKLE

Fishing rod and tackle rental rates are to be competitive with those of other similar rental concessions currently operating within Lee County. Any requests for price increases over the term of the contract must remain competitive with those charged by other similar concessions 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.

### PARKING

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 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 Lynn Hall Regional Park.

#### FACILITIES

The facilities and the Park meet all ADA standards. No changes, additions, etc. to any 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 the business 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.

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.

#### 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.

#### 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 need to complete and submit to Lee County Parks & Recreation required paperwork for background checks on all employees that will be working on this contract in the County's facilities. Lee County Parks & Recreation will notify the vendor when the results have been returned. Background checks on any new employees hired during the term of the contract must be performed immediately and new employee applications must be cleared 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.

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 food concession facility and eating areas where applicable, resulting in a safe and attractive condition, will be the responsibility of the awarded vendor. All recycled material shall be disposed of properly and all trash shall be taken to appropriate locations. 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 food and recreation concession shall be, at a minimum, as follows:

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

\*During “Off Season” (defined as August through October 31<sup>st</sup>):  
Seven (7) days a week -9:00 a.m. to 3:00 p.m.

Lynn Hall Regional 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.

NOTE: Hours may vary due to inclement weather conditions.

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

The annual average attendance on the fishing pier is around 250,000 per year. Estimated amount of revenue is \$26,758.00 for the last quarter of 2011.

### 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 may be asked to provide Lee County Parks & Recreation with the following reports:

\*Quarterly – A quarterly financial statement showing all food, sundry, 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 rental and 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 a similar in scope, size and complexity to that detailed under this RFQ; proof of which should be included under Criteria 1.

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

### **Criteria 2 – Business Plan**

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

\*Proposed service quality program including description and photos of equipment to be used, etc.

\*Anticipated Beverages, Food, Sundry 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 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-Fishing Rod & Tackle Rental Rates**

Include in your response to Criteria 5 the number – and types of each – fishing rods you will dedicate to service this concession at Lynn Hall Regional Park. Also state your rental rates (which shall include basic tackle exclusive of bait) by the hour, half day, and full day.

The County reserves the right to monitor the rates over the term of the contract to ensure that, in its opinion, all 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 “PRICING” for additional information about requesting price increases.)



**Criteria 6 – Food & Sundry Concession**

Please explain in detail the menu and sundry offerings –with price list - you propose to offer in the food/sundry concession. (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 food/sundry concession facility, 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 food concession. The use of Styrofoam containers of any kind is strictly prohibited.

## **ATTACHMENT A – SUGGESTED FOOD, SUNDRY**

The following is a listing of the suggested items/brands to be stocked in the food and sundry concession. 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.)

### **Sundries**

T-Shirts  
 Hats  
 Sunscreen  
 Sunglasses  
 Beach Towels  
 Picnic Supplies  
 Charcoal  
 Ice  
 Fishing Tackle & Bait  
 Souvenirs  
 Post cards  
 Sun screen & lip balm  
 Insect repellent

### **Food & Beverages**

Coffee: Regular and De-Caf unflavored coffees.

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

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

**ATTACHMENT A – SUGGESTED FOOD, SUNDRY**

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.

**ATTACHMENT A – SUGGESTED FOOD, SUNDRY-ITEMS (CONTINUED)**

**Food & Concession Beverages, Snacks, Sundries**

In the space provided below, please list a sampling of the items/brands you will use in the food and sundry concession and vending machines covered under this quotation.

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**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 Procurement Management  
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. **Minimum Insurance Requirements: *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. Commercial General Liability - 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. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 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. 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.***
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 Division of Procurement Management (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.

**SAMPLE A**

**CRITERIA EVALUATION SHEET**

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Project Name: Fort Myers Beach Pier Concession at Lynn Hall Regional Park

Quote No.: IW120123

Vendor Name: \_\_\_\_\_

Committee Evaluation Date/Time: \_\_\_\_\_



CRITERIA 1 - MANAGEMENT SUMMARY

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

CRITERIA 2 – BUSINESS PLAN

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

CRITERIA 3 – KEY PERSONNEL

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

CRITERIA 4 – REFERENCES

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

CRITERIA 5 – FISHING ROD & TACKLE RENTAL RATES

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

CRITERIA 6 – FOOD & SUNDRY CONCESSION

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL



**SAMPLE B**

**REFERENCE CHECK FORM**

\*\*\*\*\*

PROJECT: Fort Myers Beach Pier Concession at Lynn Hall Regional Park

QUOTE NO.: IW120123

\*\*\*\*\*

1. Has this company provided concession services similar to that being proposed to Lee County to your firm/entity?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. How long has this company been working with your firm/entity with this concession service?

Length of time: \_\_\_\_\_

3. How is their response time to your requests?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

4. How is the availability of their managerial and support staff?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

5. Would you recommend employment of this company?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please explain: \_\_\_\_\_

6. How would you rate this company's overall level of customer service to your patrons?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

7. How would you rate the overall performance of the concession service?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

OVERALL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

REFERENCE CALLED: \_\_\_\_\_

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

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

CHECKER'S SIGNATURE: \_\_\_\_\_

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

(Print or Type Name)

\_\_\_\_\_ as identification.

(Type of Identification and Number)

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

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

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

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

**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".

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:

**INFORMAL QUOTE NO. IW120123- FORT MYERS BEACH PIER  
CONCESSION AT LYNN HALL REGIONAL PARK**

Article 2. CONTRACT SUM: The Vendor shall pay to the County, 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. This Purchasing Agreement shall be in effect for five (5) years, or until new quotes are taken and awarded. It may be renewed for one (1) additional five (5) year period, upon mutual agreement of both parties under the same terms and conditions. Specifically, from the period commencing the (DATE OF START) up to and including the (DATE OF END OF QUOTE).

Article 4. 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 5. 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 6. 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 7. **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 8. **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 9. **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 10. **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 11. **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 12. **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 13. **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 14. **INSURANCE:** The Vendor will provide a certificate of insurance, meeting the requirements outlined in the specifications (if required).

Article 15. **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 16. **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 17. **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 18. 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 19. **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 20. **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.

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IN WITNESS WHEREOF the said Lee County, Florida, has caused this Purchasing Agreement to be executed in its name by the Chair, attested by the Clerk of Courts to be hereto attached; and \_\_\_\_\_ has caused this Agreement to be executed in its name by \_\_\_\_\_ President, attested by its \_\_\_\_\_ Secretary \_\_\_\_\_, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

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)

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- \_\_\_ 1. The Quote has been signed.
- \_\_\_ 2. The Quote prices offered have been reviewed.
- \_\_\_ 3. The price extensions and totals have been checked.
- \_\_\_ 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- \_\_\_ 5. Two (2) 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.
- \_\_\_ 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.
- \_\_\_ 10. Any Delivery information required is included.

\_\_\_ 11. Affidavit Certification Immigration Signed and Notarized

\_\_\_ 12. The mailing envelope has been addressed to:

<p><b>MAILING ADDRESS</b>  Lee County Procurement Mgmt.  P.O. Box 398                      or  Ft. Myers, FL 33902-0398</p>	<p><b>PHYSICAL ADDRESS</b>  Lee County Procurement Mgmt.  1825 Hendry St 3<sup>rd</sup> Floor  Ft. Myers, FL 33901</p>
---	--

\_\_\_ 13. The mailing envelope **MUST** 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 number here \_\_\_\_\_  
and check one of the following:  
\_\_\_ Do not offer this product      \_\_\_ Insufficient time to respond.  
\_\_\_ Unable to meet specifications (why)  
\_\_\_ Unable to meet bond or insurance requirement.  
Other: \_\_\_\_\_

Company Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_



PROJECT NO.: IW120123

OPEN DATE: March 22, 2012

AND TIME: 2:30 P.M.

PRE-BID DATE: March 8, 2012

**MANDATORY-ON SITE**

AND TIME: 10:00 A.M.

LOCATION: 950 ESTERO BLVD  
FT MYERS BEACH, FL 33931

**NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

# REQUEST FOR QUOTATIONS

## TITLE:

(STEP 2 –PRICING)

## FORT MYERS BEACH PIER CONCESSION AT LYNN HALL REGIONAL PARK

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT

### 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: KATIA LEWIN, BUYER  
PHONE NO.: (239) 533-5452  
EMAIL: [klewin@leegov.com](mailto:klewin@leegov.com)



GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this “Request for Quotations”, and opened immediately thereafter by the 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 Procurement Management 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 duplicate 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 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 Procurement Management 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 Procurement Management 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 equal quality. 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 will require a specific product only, 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 will 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 non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, 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 requests for 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) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from a Disadvantaged 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, handicap 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, handicap 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, handicap 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 or 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 Procurement Management 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 Procurement Management.

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.

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR FORT MYERS BEACH PIER CONCESSION  
AT LYNN HALL REGIONAL 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:

\_\_\_\_\_

**NOTE: NEW REQUIREMENT: EFFECTIVE 2/1/12. IT IS THE SOLE  
RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY  
PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS.  
OUR WEB ADDRESS IS:  
[WWW.LEECOUNTY.COM/PROCUREMENTMANAGEMENT](http://WWW.LEECOUNTY.COM/PROCUREMENTMANAGEMENT)  
CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

**FORT MYERS BEACH PIER CONCESSION**  
**AT LYNN HALL REGIONAL PARK:**

**THE AWARDED QUOTER SHALL PAY THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS THE MINIMUM SUM OF \$1,500.00 PER MONTH IN RENT.**

**MONTHLY RENT OFFERED: \$ \_\_\_\_\_ X 12 =**

**TOTAL ANNUAL RENT: \$ \_\_\_\_\_**

**\*NOTE: THIS MONTHLY SUM IS SUBJECT TO ANNUAL INCREASES OVER THE TERM OF THIS CONTRACT AS DETERMINED AND NEGOTIATED WITH THE PARKS & RECREATION DIRECTOR.**

**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 any modifications to the quote or specifications?

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.: \_\_\_\_\_

DUNS#: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: \_\_\_\_\_

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

REVISED: 4/16/10

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
FORT MYERS BEACH PIER CONCESSION  
AT LYNN HALL REGIONAL 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 food and recreation concession - at Lynn Hall Regional 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 total annual rent shall be divided out and paid in 12 monthly installments of equal value at the beginning of each month.

**NOTE: The awarded vendor shall pay the Lee County Board of County Commissioners the minimum sum of \$1,500.00 per month in rent.**

NOTE: The monthly rent amount is subject to annual increases (effective on the annual anniversary date of the commencement of the quote) as determined and negotiated with the Parks & Recreation Director.

**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 Procurement Management  
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. **Minimum Insurance Requirements:** ***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. **Commercial General Liability** - 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. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 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. 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.***
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 Division of Procurement Management (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. It is the responsibility of the general contractor to ensure 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 PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- \_\_\_ 1. The Quote has been signed.
- \_\_\_ 2. The Quote prices offered have been reviewed.
- \_\_\_ 3. The price extensions and totals have been checked.
- \_\_\_ 4. The original (must be manually signed) and one (1) additional copy of the quote has been submitted.
- \_\_\_ 5. Two (2) 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.
- \_\_\_ 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.
- \_\_\_ 10. Any Delivery information required is included.
- \_\_\_ 11. Affidavit Certification Immigration Signed and Notarized
- \_\_\_ 12. The mailing envelope has been addressed to:

<b>MAILING ADDRESS</b>	<b>PHYSICAL ADDRESS</b>
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398                      or	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

- \_\_\_ 13. The mailing envelope **MUST** 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 number here \_\_\_\_\_  
and check one of the following:  
  - \_\_\_ Do not offer this product    \_\_\_ Insufficient time to respond.
  - \_\_\_ Unable to meet specifications (why)
  - \_\_\_ Unable to meet bond or insurance requirement.

Other: \_\_\_\_\_

Company Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_