

Request for Proposal Food and Beverage Concessionaire License January 14, 2022

REQUEST FOR PROPOSAL

The Bay Park Conservancy, Inc. ("Owner" or "BPC") is soliciting a Request For Proposal ("RFP") from qualified individuals/firms ("Proposer" or "Vendor" or "Concessionaire") for a Food and Beverage Concessionaire License to operate at The Bay Park. This RFP is for the license to operate inside a BPC owned facility, and not for any real property or lease.

Submittal Deadline For Request For Proposal: All responses to this Request For Proposal must be received in the office of The Bay Park Conservancy, Inc., 655 North Tamiami Trail, Sarasota, FL 34236, Attention: Lori Denny lori.denny@bayparkconservancy.org no later than 2:00pm EST, March 11, 2022. Proposals received after the established deadline will not be accepted and will be returned without further consideration. A mandatory Pre-Submittal Meeting is scheduled for 3:00PM EST, February 22, 2022 OR 3:00PM EST, February 23, 2022 OR 3:00PM EST, February 23, 2022 or Trail, Sarasota, FL 34236.

Schedule for Evaluation and Contract Award

February 22 or 23, 2022	Mandatory Pre-Submittal Meeting is scheduled for February 22 at 3:00PM or February 23, 2022 at 3:00PM EST. Both sessions will be the same, available for attendance live or via Zoom, and any Questions & Answers out of the sessions will be emailed out as an addendum.
March 11, 2022	RFP Due by Proposers no later than 2:00PM EST
March 11, 2022	RFP Opening by BPC Staff. All Proposers will receive an email confirming receipt of their RFP response. Time TBD.
March 29, 2022	Evaluation Meeting 1: Short-list Meeting. The evaluation committee will meet and discuss all proposals. They will then score each proposal and through a ranking of the scores determine the top scores/proposers to return for individual discussion sessions (no more than three).
April 12, 2022	Evaluation Meeting 2: Interview Meeting. The Evaluation Committee will interview the short-listed Proposers and subsequentially rank the shortlisted firms from 1 (being the highest ranking) through 2,3,4 etc. (through the number of shortlisted proposers) and from there determine their recommendation of award. The proposer with the lowest sum total of

all rankings shall be recommended for award of the project.

NOTE: Interviews will be no more than 30 minutes, with a 15-minute question and answer session after the initial presentation. Criteria for interview will be provided at the time of short-listing notification to short-listed Proposers. Time TBD.

April 13, 2022 A representative from BPC will notify short-listed Proposers of final ranking

no later than this date.

April 13 2022- BPC and 1st ranked proposer enter into contract negotiations, with a Letter

of Intent provided to proposer on April 13, 2022. Target date for execution

of lease agreement is May 15, 2022.

Late July 2022 Soft Opening of Phase 1 Concession, final date TBD

Early October

2022

Full Opening of Phase 1 Concession, final date TBD

Introduction

The Owner seeks a Food and Beverage Concessionaire to provide food and beverage service to The Bay Park, with specific occupancy in the concession area defined in Exhibit A. Based on a response to this RFP, BPC intends to select the concessionaire that provides the best experience, value, and quality to BPC. The Proposer is responsible for providing all the necessary information to fulfill the requirements of this RFP.

The implementation of the attached master plan rendering is envisioned as a multiphase project with a final buildout anticipated for 10± years dependent on fundraising. Phase 1 of The Bay Park is anticipated to open in late summer 2022. This operation location and considerations are specifically outlined in Exhibit A, included herein, with the option for BPC to retain the services of the selected Proposer for implementation of future phases. BPC also reserves the right to revisit and select any from this RFP's pool of responders for awards in future locations inside The Bay Park.

This request for the Food and Beverage Concessionaire will result in an award based on this RFP. The Proposer will be expected to work with BPC towards a contract upon award, based on the timetable in the afore-mentioned schedule.

Scope of Services Executive Summary

The scope of work for the Food and Beverage Concessionaire includes providing food and beverage out of a fully built-out kitchen and front of house point of sale area (detailed in Exhibit A) which are provided by BPC. BPC seeks to find an experienced partner committed to providing this important park

service in alignment with our Vision & Guiding Principles. The BPC sees this concession playing a key role in the success of Phase 1 of The Bay Park, and therefore BPC is committed to helping our partners find their own success in The Bay Park.

In addition to providing a fully functioning kitchen and workspace, the BPC concession building houses restrooms and a water cooler. Immediately adjacent in the adjoining plaza is an outdoor non-exclusive covered seating area for both concession patrons and park visitors. The concession abuts a large area of lawn, where various events will be held throughout the year. For certain events, BPC plans to bring in supplementary food providers, such as food trucks, to enhance the park guest experience. The final portion of Phase 1, the Sunset Boardwalk, is scheduled for completion in 2023, which will bring an increasing number of visitors to The Bay Park.

Phase I of The Bay Park includes various improvements to approximately 10 acres of land located from Boulevard of the Arts (BOTA) west of US-41 to Sarasota Bay and north to the existing bayou just south of the Van Wezel Performing Arts Hall; associated parking and roadway areas; and an environmentally sensitive tidal bayou south of the Van Wezel Performing Arts Hall property. An additional 40 acres will be developed over the next 5-10 years. Phase 1 improvements include:

- A Concession Plaza with restrooms
- Multi-purpose lawns
- ½ mile walkway along the Mangrove Bayou
- An Ibis themed family playground
- A fully accessible paddle launch
- A natural beach and shoreline

This packet subsequently includes, but is not limited to, the following:

Please note Exhibits A, B, and C are highly project specific; and the BPC Terms and Conditions and Parts I-III general. Insurance requirements are located inside the BPC General Terms.

Exhibit A- The Bay Supplemental Information (Concession License RFP Specific)

Exhibit B- The Bay Supplemental Information on Project & Kitchen

Exhibit C- RFP Response Checklist

The Bay Park Conservancy Terms & Conditions

Part I Forms- Required Forms

Part II Forms- NOT USED

Part II Forms- Samples, Examples, Helps

Exhibit A - The Bay Supplemental Information (Concession License RFP Specific)

1. General Information

Scope of Services Executive Summary

As previously noted, the scope of work for Food and Beverage Concessionaire includes providing food and beverage out of a fully built-out kitchen and front of house point of sale area (detailed in Exhibit A) which are provided by BPC

2. Intent, Term of Contract

a. Intent:

It is the intent of the BPC to grant a Concession License to operate a food and beverage concession on a daily basis at The Bay Park, located at 655 N Tamiami Trail, Sarasota, FL 34236. The agreement shall include the terms, conditions and requirement listed herein for the time specified. Specific details of the contract agreement will be subject to negotiations with the successful proposer and BPC.

It is expressly understood and agreed that no real or personal property is leased to the Concessionaire. This is a Concession License and not a lease. The Concessionaire's right to occupy the premises and to operate the license hereby granted shall continue only so long as the Concessionaire shall comply strictly and promptly with each and all of the provisions, covenants, agreements, stipulations, and conditions contained herein.

b. Term: The agreement is for a five (5) year term with the option to renew, upon mutual agreement, for two (2) additional three (3) year terms at the negotiated terms and conditions, and by giving at least ninety (90) days written notice to the BPC prior to the expiration of each period.

3. Concession Area

The Concession Area (See Exhibit "B") is inclusive of an enclosed building and an outside patio/dining area immediately to the south of the building. The building construction and its interior and exterior include: exterior stone on CMU, brick pavers, roll up window, interior block, interior vinyl wall panels, interior tile walls, epoxy over concrete floor, electrical connections, kitchen equipment, sinks and plumbing fixtures. The interior Concession Area covers approximately 560 square feet with outside pavilion and dining area providing an additional 2,800 square feet.

Any additional square footage considered beyond the Concession Area, as determined as needed by Concessionaire for operation of their business, shall be negotiated with, and subject to, approval by the BPC.

4. Concessionaire Responsibilities

- a. Capital Improvements: The Concessionaire shall not make any alterations in the Concession Area without prior written approval of BPC. Any proposed capital improvements shall be discussed in advance with the BPC.
- b. Condition of Concession Area: The Concessionaire shall at its sole expense maintain the Concession Area in good operating condition, as good as or better than when received, reasonable wear and tear and damage by the elements excepted. This includes all interior and exterior areas assigned to the Concession Area, inclusive of but not limited to, walls, floors, plumbing system, air conditioning system, kitchen equipment and furniture, electrical devices, fixtures, and bulbs. Because of the shared and non-exclusive use of the outdoor dining area, the BPC will be responsible for daily cleaning and general maintenance of this area. BPC will clean this area daily, however, if chairs and tables need touch up and wipe down cleanings throughout the day, the Concessionaire will be responsible for those cleanings with products that do not damage the finish of the tables and chairs.

The BPC shall be responsible for coordinating the regular service and repair of the kitchen and mechanical equipment in their footprint area throughout the term of the Concession License for all BPC supplied items. Concessionaire shall be responsible for daily cleaning and regular maintenance as required of all kitchen equipment. All kitchen equipment will be brand new and a warranty period will apply for the first year, and in some cases beyond depending on equipment type.

c. Cleanliness of Concession Area: The Concessionaire, at its sole expense and at all times, shall maintain the Concession Area in a clean and sanitary condition, to the satisfaction of the BPC. Concessionaire shall cleanse, disinfect, fumigate and deodorize in accordance with applicable State of Florida regulations/requirements, as well those requirements of the Sarasota County Health Department. The Concessionaire shall use green products where practical and as approved by the BPC.

It is agreed that the licensed premises may be inspected at any time by authorized representatives of the BPC, the Department of Health and other regulatory agencies. The Concessionaire agrees that if notified by the BPC or such representative that any part of the licensed premises or the facilities thereof is unsatisfactory, to immediately remedy the same within 2 business days upon notification to the BPC, unless agreed to in advance by

the BPC. The Concessionaire is required to provide the BPC with a copy of all health inspection reports.

- d. Garbage and Trash Disposal: The BPC has provided recycling and trash dumpsters in an enclosure approximately 300' NE of the concession building, for use of the Concessionaire. The Concessionaire agrees to dispose of all refuse and garbage to the satisfaction of the BPC and shall supply acceptable trash receptacles as needed within the interior of the Concession Area. Piling of boxes, cartons, crates or other similar items outside of the building or near the Concession Area is not permitted. All refuse and garbage will be removed daily (minimum requirement) from the Concession Area and placed in the dumpster provided by the BPC. The BPC will be responsible for the collection and disposal of the dumpster's contents. A monthly fee of \$150.00 shall be assessed for the dumpster service provided by the BPC.
 - The monthly amount for these services shall be adjusted every year, up or down, by the
 percentage change for the actual increase/decrease in the service provided for the prior
 year.
 - No receptacles of any type should be placed outside the Interior Concession Area. The BPC will provide both waste and recycling containers in the pavilion area.
- e. Recycling of Materials: The Concessionaire shall be responsible for the proper segregation of and preparation for recycling of all recyclable materials inclusive of and not limited to paper products, cardboard, glass, aluminum, plastic bottles, etc., and daily placement of recycling in the recycling dumpster provided by BPC. BPC and the Concessionaire shall negotiate at time of contract the logistics and cost responsibility of this process.
- f. Equipment and Fixtures: BPC shall provide all equipment and fixtures as outlined in Exhibit B. The Concessionaire, at their sole expense, shall provide any necessary inventory, supplemental equipment, tables, furniture and lighting; and secure on a daily basis (interior of concession building only).

The Concessionaire agrees not to remove from said licensed premises any personal property brought thereon by the Concessionaire for the purpose of providing that necessary and adequate equipment basic to the conduct of the operation of the concession under this license except with the express permission of the BPC. Upon the expiration of the term herein, if the Concessionaire has made full payment under this license and carried out the terms of this Concession License, it may remove its personal property from the licensed premises and shall do so within ten (10) days after the end of the term herein stated and shall leave the facility broom-clean.

- g. Signage: The Concession Area shall not have any commercial lighting of any type, including signage. Advertising and displays shall require prior approval by BPC and must be in accordance with all local City, County, State and Federal laws, regulations, and ordinances. Outlets have been provided inside the Concession Area behind the POS for screen style menus. Screens are not provided.
 - The Concessionaire may use up to 2 "Portable A-Frame Signs" which allows for a display face of 18" by 24" and whose height does not exceed four feet (4'), outside the concession building, subject to approval by BPC.
- h. Ambient Music: Concessionaire, at its sole expense, will be permitted to have ambient music piped only inside the Concession building subject to approval of the BPC and subject to and in accordance with City of Sarasota regulations.
- i. Utilities: Electricity and Water shall be provided by the BPC and are on shared meters for the entire concession/restroom building. A monthly fee of 25% of the total utilities charge shall be assessed for both electricity and water/sewer services provided by the BPC.
 - The monthly amount for these services may be adjusted annually, up or down, based upon the actual utility charges for the prior year.
- j. Safety and General Well-Being of Employees, Patrons and General Public: The Concessionaire shall be responsible for the safety and general well-being of its employees, its patrons and all others relative to daily operations; taking all necessary steps to ensure compliance with all provisions of Federal, State, County, City and local laws, codes, ordinances, and regulations applicable to its daily operations.
 - The Concessionaire shall not permit any intoxicated, obnoxious or other socially offensive person(s) to remain within or upon said licensed premises that in the opinion of the BPC is detrimental to the best interests of the operation of the Concession Area.
 - The Concessionaire agrees not to use, nor suffer, nor permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereof for any illegal purposes, or for any purpose in violation of any Federal, State or City law, ordinance, rule order or regulation or of any ordinance, rule of regulation of the BPC now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and hold harmless the BPC and the individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expense, or charge, suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, or any employee, person or occupant for the time being of said premises; and in the event of any violation, or in the case of the BPC, or its representative shall deem any conduct on the part of the Concessionaire, or of any person or occupant for the time being of

the premises, or the said Concessionaire or the operation thereof to be objectionable or improper in the normal course of the operation of a concession of this nature, the BPC shall have the right and power and is hereby authorized by the Concessionaire, following twelve (12) hours' notice to the Concessionaire, to declare this Concession License terminated without further notice to the Concessionaire.

5. Food Preparation and Beverages

- a. The facility shall be used for the purpose of operating as a Concession, providing food and beverage services in a family friendly atmosphere. The Concessionaire shall be, at minimum, ready, willing, and able to provide prepared food and beverage services, pre-prepared food items and single serving snacks to all park visitors and customers during its hours of operation.
- b. All food or beverage sold, or kept for sale, shall be of high quality, with options for special dietary needs including vegetarian, gluten free and vegan; and shall conform in all respects to Federal, State, County, and City laws, ordinances and regulations.
- c. Pre-packaged beer (cans), wine (cans or boxes), premixed cocktails (canned) are expected.
- d. BPC encourages the limited use or finding an alternate for single use plastic wrapped items, single use plastic straws, single use plastic bottles, single use plastic plates, virgin material napkins, single use plastic cups, and bio-plastics. BPC highly encourages biodegradable containers, straws, and flatware and prohibits the use of glass bottles.
- e. The Licensee shall submit to the BPC, when requested, its samples of food and beverages to be sold, and shall be bound by the ruling of the BPC that any such items of foods and beverages shall not be sold or shall be replaced by food and beverage of superior quality to that submitted.
- f. If Proposer plans to do any food prep at a commercial kitchen offsite, all aspects of inspection rights, health, and safety from this Agreement will carry over to that facility.
- g. The Proposer shall submit, as part of its RFP proposal, a sample menu and pricing of what may be available for sale to The Bay Park customers. Licensee shall keep in stock for sale sufficient quantities of food and beverages used in the conduct of its licensed business, as in the opinion of the BPC shall meet requirements for which this license is to be granted.
- h. BPC anticipates adequate activity in the morning hours at the park to support a coffee service. Please outline in your proposal whether that is the proposer's service or a partner of the Proposer (" coffee cart" style service).

6. Hours of Operation

The Proposer, as part of its RFP proposal, shall submit its suggested hours of operation for the Concession License.

The Bay Park, which includes the Concession Area, will be closed between the hours of 11 p.m. and 5 a.m. from Sunday through Saturday.

The Concession Area hours will be based on The Bay Park traffic flow as recommended by the Licensee and as approved by BPC. The Concessionaire shall inform the BPC in advance of any proposed modifications to their hours of operation during the time the park is open to the public.

7. Special Events and Food Trucks

Special Events may be scheduled in The Bay Park during the year by the BPC. The Vendor shall not have any influence over or have approval rights on the nature of the Special Event or which organizations/corporations may sponsor or participate in the Special Event, inclusive of other food and beverage vendors. BPC may request the Concession stay open outside of standard hours for scheduled events and programs as requested by BPC with no less than 30 days' notice.

Food trucks may be parked at varying times in the parking lot adjacent to the Concession Building area. This is may or may not be for special events.

8. Recordkeeping

The Concessionaire shall keep financial records and books of account, which shall completely and fairly disclose all business operations of Concessionaire, pursuant to the license. The BPC or their designee shall have the right to inspect the books, accounts and records of the Concessionaire to determine their adequacy. If determined to be inadequate, the BPC or their designee shall have the right to specify the system of bookkeeping and accounting which shall produce an adequate account and record operations. Thereafter, the BPC shall have the right to audit the books and records of the Concessionaire to verify the correctness of the payments made to the BPC, to assure compliance by the Concessionaire with the terms and conditions of the agreement. The Concessionaire shall provide copies of all reports received from the County Health Department to the BPC.

9. Payment of Taxes

The Concessionaire shall maintain and keep copies of all monthly and annual State Sales Income Tax Reports, including all supporting documentation, as prepared and supplied to the State Department of Revenue. Concessionaire shall promptly pay and discharge, as they become due, all applicable taxes, sales taxes and any special assessments that may be levied, by any governmental

authority, against all or any part of the concession. These records/ reports will be made available to the BPC upon request.

10. Concession Fees

Concessionaire shall pay a Monthly Concession Fee equal to a percentage of all gross receipts generated from the daily operation and management of the concession, subject to review each year. Gross Receipts shall be defined to be the total gross revenue received by the Concessionaire for all sales or services rendered or furnished under this Concession License. No deductions for any purposes or any reason except as specifically provided for herein shall be made from said total consideration in computing gross receipts.

- For the 1st year of the Agreement the Monthly Concession Fee will be on a sliding scale as follows: 8% on food and non-alcoholic beverages and 16% on alcoholic beverages.
- For the 2nd year of the Agreement the Monthly Concession Fee will be on a sliding scale as follows: 9% on food and non-alcoholic beverages and 17% on alcoholic beverages.
- For the 3rd year of the Agreement the Monthly Concession Fee will be on a sliding scale as follows: 10% on food and non-alcoholic beverages and 18% on alcoholic beverages.
- For the 4th year of the Agreement the Monthly Concession Fee will be on a sliding scale as follows: 11% on food and non-alcoholic beverages and 19% on alcoholic beverages.
- For the 5th year of the Agreement the Monthly Concession Fee will be on a sliding scale as follows: 12% on food and non-alcoholic beverages and 20% on alcoholic beverages.

Concessionaire shall pay the monthly Concession Fee by no later than the 1st of each month following the month in which the underlying fees were earned. If lease extensions are granted beyond the 5 years, the fees shall remain the same as in year 5. In the event the Concessionaire shall fail to make payment to the BPC as required by this agreement or shall fail to operate the concession for a period of five (5) consecutive days per year, except as otherwise provided or approved by the BPC, the license and all rights of the Concessionaire may, at the option of the BPC, be deemed terminated.

11. Proposal Deposit/ Irrevocable Letter of Credit:

a. Proposal Deposits

Each Proposer shall attach to their proposal a cashier's check in the amount of \$1,000.00 as a good faith deposit that a License Agreement will be entered into upon award by the BPC. Should the successful respondent fail to enter into an Agreement, said Agreement through the proposal deposit shall be forfeited to the BPC as liquidated damages. The proposal deposit of the unsuccessful Proposers shall be returned within fourteen (14) calendar days after the award of agreement by the BPC. The successful Proposer's deposit will be returned upon finalization of a contract agreement and within the time frame specified. In the event no Proposer is chosen for the concession license, all deposits will be returned within thirty

(30) calendar days from the date of the submittal deadline. All proposals must be valid for one hundred twenty (120) days from the submission deadline.

If proposals are reconsidered during the one hundred twenty (120) day period, Proposers will be notified, and they will be required to re-submit the \$1,000.00 deposit prior to reconsideration of their proposal.

b. Irrevocable Letter of Credit

The successful respondent will be required to supply to the BPC an Irrevocable Letter of Credit for \$50,000 made payable to the BPC for the guarantee of the Concessionaire's performance, in accordance with the terms and conditions of the Concession License Agreement. Any other payment instrument in lieu of an Irrevocable Letter of Credit is subject to approval by the BPC.

12. Regulatory Licenses

The Concessionaire, at their expense, shall procure and maintain during the life of this Concession Agreement, and any extensions thereof, all permits as may be required by law, ordinances and regulations of the State, County, and City. This is inclusive of all appropriate food and beverage licenses as well as Sarasota County Health Department permits.

13. Other Terms and Requirements of the Agreement

- a. Employee(s) of Licensee:
 - All Concessionaire Employees shall be well-groomed and dressed in such manner as to provide an appearance that is acceptable to the BPC. All Licensee Employees shall always have on their shirts the name of the Concessionaire's business and photo identification available.
 - The BPC reserves the right to approve the employment of any manager/ employee by the Concessionaire. Also, the Concessionaire shall agree, at the request of the BPC or its authorized representative, and without the making of specific charges, to forthwith terminate the employment within the Concession Area of any manager/employee whom the BPC considers detrimental to the best interest of The Park or the public.
 - The Concessionaire shall provide adequate staff such that there is always a person at the point-of-sale area while the Concession is open.
 - Concessionaire staff shall be educated on The Bay Park and its layout and able to offer basic wayfinding assistance and can also sell a limited amount of The Bay Park merchandise, including refillable water bottles. Details of this amount and final scope of what BPC will need will be negotiated with the chosen final proposer. BPC will assist with training of Concessionaire staff for this.

b. Vehicles and Parking: Site access will be limited to required company vehicles and delivery vehicles on a loading/unloading short-term basis only. Concessionaire employee parking shall not interfere with BPC personnel or public parking or pedestrian traffic. Daily parking for Concessionaire staff will be provided by BPC within a 5 minute + walk. Violators will be towed at vehicle owner's expense.

14. Submission Elements

Proposals shall be written and presented in the format below (which is outlined in Section 5 "Proposal Setup" of the Terms and Conditions). The placement of this information shall be within the particular Tab # identified below. Respondents shall address all questions asked and provide a sufficient level of detail to enable the evaluation of the proposal.

RFP FORMAT & INFORMATION:

Tab | Executive Summary, up to 10 points available, no more than 1 page

One page summary of what makes your firm uniquely qualified to be awarded the contract on the project (A high level summary of what is included in your RFP book)

Include a statement which provides a clear identification and understanding of the elements and desired results of the proposed operation. Proposers shall include a listing of any or all exceptions that they are proposing to the terms, conditions and requirements listed herein.

Include name, address, and telephone number of at least two (2) contact people in your organization with the authority to respond to questions pertaining to this proposal.

<u>Tab II Qualifications</u>, up to 20 points available, no more than 5 pages

Company Information - copy and paste format below into Tab II of your RFP and answer questions with **bold responses.** If information requested is not applicable type "N/A"

- a. Basic company information.
 - i. Company name
 - ii. Address with zip code
 - iii. Telephone
 - iv. Email address
 - v. Name of primary contact
- b. A brief company history (<400 words)
- c. Years your organization has been in business as a provider of the products and services you are proposing to offer under this solicitation.
- d. Years your organization been in business under its present business name.
- e. Location of the Company's office and any offsite cooking facilities to be used.
 - i. Years at this present project location.

- ii. Number of full-time employees.
- f. Any other or former names your organization has operated under.
- g. If your organization is a corporation, answer the following:
 - i. Name and date of incorporation
 - ii. State of incorporation
 - iii. President's name
 - iv. Vice-President's name(s)
 - v. Secretary's name
 - vi. Treasurer's name
- h. If your organization is a partnership, answer the following:
 - i. Name and date of organization
 - ii. Type of partnership (if applicable)
 - iii. Name(s) of general partner(s)
- i. If your organization is individually owned, answer the following:
 - i. Date of organization
 - ii. Name of owner
- j. If the form of your organization is other than those listed above, describe it and the name of the principals.
- k. Financial Responsibility.
 - i. Form of business, i.e., proprietorship, partnership, corporation; years in business, changes in ownership; bank reference; any other information the Proposer may wish to supply to verify financial responsibility. Unless there is a clear statement that the vendor/contractor is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime Contractor/Vendor with whom the BPC will contract and all other firms shown as team members will be subconsultants.
 - ii. Has the firm ever failed to complete any work awarded to it, or been removed from any project awarded to the firm?
 - iii. A statement that the Proposer can and shall provide a Letter of Credit for \$50,000.00 if selected.
 - iv. The proposer shall provide contact names, addresses, telephone numbers and relevant positions of banking references.
- I. Litigation
 - i. Describe your experience with litigation. List any active or pending litigation and explain.
 - ii. Has this firm or any other former entities been involved in any litigation in the past five- (5) years? If so, briefly explain details and results.
- m. Do you meet all insurance requirements as described inside this RFP? CIRCLE YES OR NO

n. Does your firm qualify for a Letter of Credit for \$50,000.00, a qualification of this RFP? **CIRCLE YES OR NO** (NOTE: this may be requested prior to interviewing final 3 selected Proposers)

Tab III Key Personnel- Up to 20 points available, no more than 10 pages

For the key individuals who will be supervising and managing before, during and after-hours, and any type of key staff or individual contractors for support services offered in response to this solicitation, provide a listing of and the qualifications of these key individuals.

- a. Provide organizational plan (Org Chart) for Key Personnel included in RFP response that identify the proposed relationship between key members and support staff, and aspects of work, each will be responsible for providing.
- b. Provide the name, title, qualifications, and experience in the area(s) of service(s) that each will be providing. Include awards, certification, membership in professional organizations and licensing, if applicable.

"Resume" format for the key personnel qualification sheets is limited to 1 page per employee or contractor. Proposers can add additional information on each key personnel member as they see fit, to cover the minimum requirements listed. Maximum number of key personnel to be listed, including those who fall under item 3 below, is nine.

Identify all contractors and subcontractors to be used, if any.

a. Describe work experience, field(s) of specialization, education, and certifications.

<u>Tab IV. Service (Include similar or relevant facilities or projects) – Up to 15 points</u> <u>Available, no more than 10 pages</u>

- a. The proposer shall present a listing of contracts/ agreements of a similar nature that have been or are currently being performed successfully by the Concessionaire. Provide name, address, and telephone number of contact person for each facility, including the size, volume, and type of operations, (5 maximum).
 - By previous similar services or projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality products or services for BPC?

(Suggested no more than 2 pages)

b. The proposer shall present a detailed management plan for implementation of the concession operation. Identify the method of management to be employed and identity of the individuals and/ or firm to be responsible for each element of the management plan.

(Suggested no more than 3 pages)

c. The proposer shall describe how the elements of the operation will be promoted and marketed. Identify individuals and/or firms responsible for promotion and marketing and relative experience.

(Suggested no more than 2 pages)

d. Detailed Plan of Action -The proposer shall describe in detail how the proposal will be implemented. State how you plan to provide your product or service based on the evaluation criteria and specifications in the RFP, including what is listed in Exhibits A and B. Include a step-by-step plan for all elements of the operation inclusive of any proposed additional equipment or improvement plan, suggested menu and price points, and hours of operation recommendations. Include approximate cost estimates for each proposed element.

(Suggested no more than 3 pages)

Tab V. References- Up to 10 points available, no more than 8 pages

- a. Provide a chart on a single page with a minimum of four (4) references that include the institution name, address, phone number, email, contact's name and position, and the name and description of the project or service you completed or provided.
- b. You may include in this tab:
 - Letters of recommendation by both those references listed above and/or other references you have a contractual relationship with (leasee, concessionaire and/or vendor relationships are acceptable)
 - ii. Any outstanding accomplishments of the proposer that relates to the specific services being sought

<u>Tab VI. Required Forms – no points—just Y or N – if N, proposer will be disqualified</u> BPC forms listed under Part I-III (double check location) of the Request For Proposal (Located at the end of the Terms and Conditions)

15. Owner Relationships

Upon issuance of the RFP until the selection and award of a contract to the Vendor, all communications from the Proposer shall be directed to: Lori Denny for BPC at lori.denny@bayparkconservancy.org. Proposers shall not contact other members of the project team including BPC Board Members, other BPC Staff, Architects or Consultants directly per the terms of the Lobbying Policy, Section 19 (double check location) in Terms and Conditions of this RFP. BPC Staff and Board Members are listed on the BPC public website.

The Owner has engaged the following consultants as the Project Team:

Design Lead: Agency/Sasaki

• Civil Engineering Prime Consultants and Permitting: Sasaki/Kimley-Horn

• Architecture: Sweet Sparkman

• Marine Engineering: Moffit + Nichol

• Owner's Representative: Stutler Strategies

Construction Manager: Jon Swift Construction

16. BACKGROUND and FAQ

The Bay Park Conservancy Vision and Guiding Principles

We support the creation of a long-term master plan for the Sarasota bayfront area that will establish a cultural and economic legacy for the region while ensuring open, public access to the bayfront.

There are six guiding principles that have organized our efforts, decisions, and vision for the project: Aspiration:

Sarasota's bayfront will be an iconic, public destination that welcomes the diversity of Sarasota, enhances our status as a cultural capital and serves as a venue for multi-generational, interneighborhood, broad-based enjoyment of our bayfront.

Cultural Heritage:

The bayfront's identity as a cultural, arts and educational destination will be strengthened, anchored by some of the region's most important institutions and rooted in Sarasota's diverse cultural legacy.

Bayfront/Natural Assets:

Welcoming, attractive, publicly accessible, safe, fun and family-friendly open space celebrating the bayfront's natural heritage will be developed along the bayfront for future generations. Views of the Bay will be enhanced.

Activation:

Outdoor cultural programming, aquatic and onshore recreational programming, educational programming, urban amenities, plentiful shade, adequate lighting and alternatives to surface parking will support the active and passive usage of the bayfront throughout the day and evening and in all seasons.

Connectivity:

Greatly improved connectivity among the bayfront, adjacent neighborhoods and the wider region is necessary to achieve our aspirations. Improved connectivity will be accomplished via safe, convenient pedestrian, bicycle, and water transit connections to the north, south, east and across the Bay. Convenient automobile access to the site should be accommodated with the smallest practicable footprint.

Sustainability:

Ecological, economic and financial sustainability are fundamental to the long-term success of Sarasota's bayfront and critical to the realization of our aspirations. Achieving a sustainable future for the bayfront will require continuous cooperation among the public, private and non-profit sectors.

FREQUENTLY ASKED QUESTIONS (FAQ)

1. Who are selection committee members?

Subject to change at the discretion of the BPC:

VOTING:

The Bay Park Conservancy Board Member-TBD

AG Lafley (The Bay Park Conservancy- CEO)

Bill Waddill (The Bay Park Conservancy- Chief Implementation Officer)

Jennifer Stutler (Stutler Strategies)

City Staff Representative- TBD

NON-VOTING

City of Sarasota Procurement Representative- TBD

2. Will food and beverage area be built-out or will Concessionaire have build-out responsibility?

BPC has provided a fully functioning kitchen as detailed in Exhibit B with all items listed in the equipment schedule. Concessionaire may propose additional equipment.

3. Are we pursuing "Green Goals"?

BPC encourages sustainable practices, and they are encouraged and preferred, but as noted in this RFP, they are not "required".

4. When will The Bay Park Phase I open?

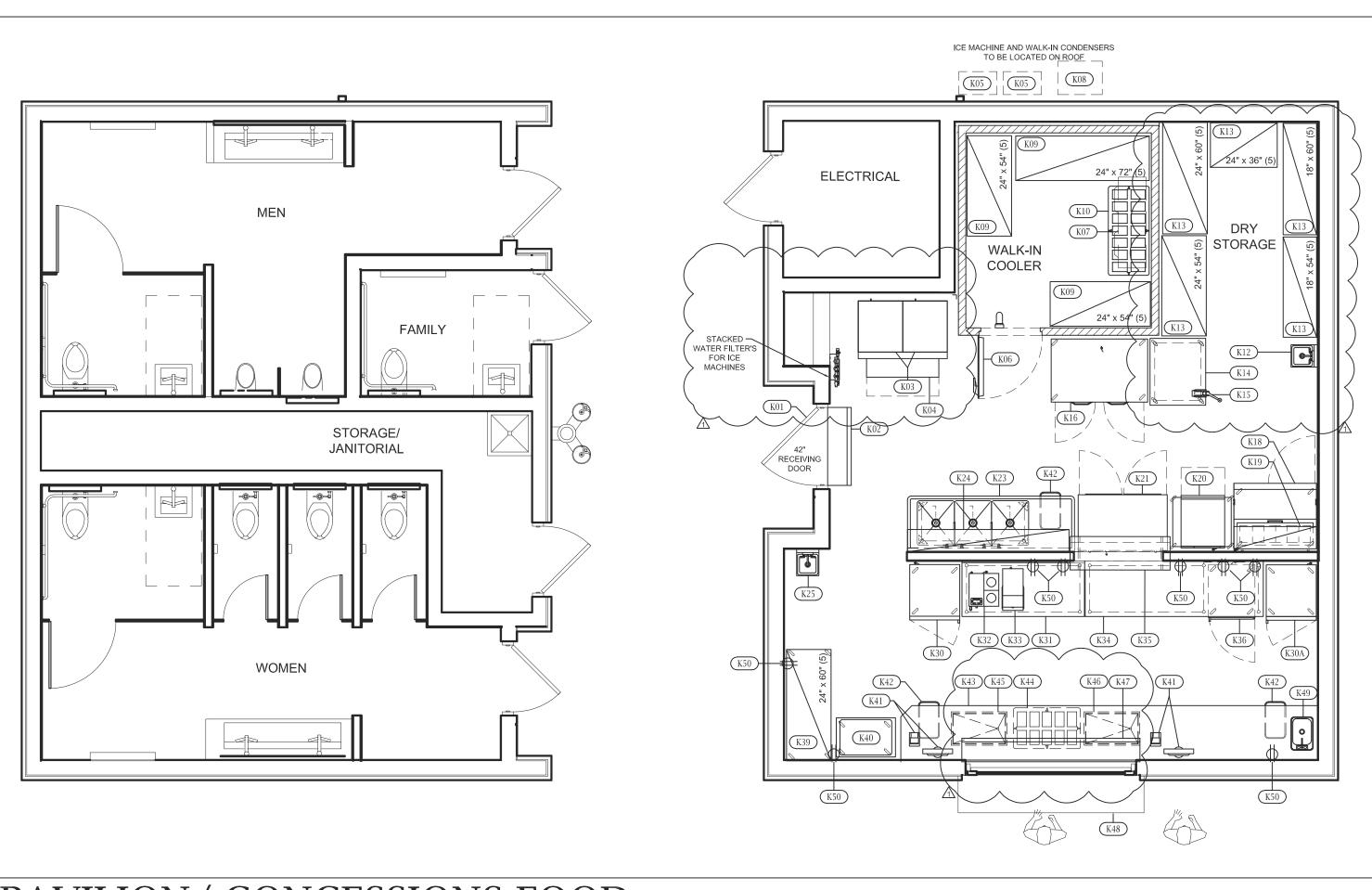
Late Summer soft opening, grand opening early Fall.

5. Is the pre-submittal meeting mandatory?

Yes. Live or virtual attendance at one of the two meetings is mandatory.

Exhibit B- The Bay Supplemental Information on Project & Kitchen

- 1. Kitchen Floor Plan & Equipment Plan
- 2. Bay Park Site Map (with waste and parking identified)
 - 3. Concession Rendering



GENERAL NOTES

- 1. THESE PLANS ARE PROVIDED BY FISHMAN & ASSOCIATES, INCORPORATED, AND ARE INTENDED TO IDENTIFY TO THE EQUIPMENT LAYOUT AND THE ROUGH-INS FOR THE ELECTRICAL, PLUMBING AND GAS REQUIREMENT FOR THE FOOD SERVICE EQUIPMENT. ROUGH-IN HEIGHTS SHOWN ARE FROM FINISHED FLOOR TO CENTER OF ROUGH-IN WHERE ROUGH-INS ARE SHOWN STUBBED OUT OF FLOOR, THE TOP OF THE ROUGH-IN SHALL NOT EXCEED 5" (INCHES). WHERE POSSIBLE, UTILITIES SHOULD NOT BE STUBBED OUT OF FLOOR. THE SYMBOL SIZES SHOWN IS NOT INTENDED TO REPRESENT THE ACTUAL SIZE OF THE UTILITY.
- THESE DRAWINGS ARE AS ACCURATE AS CAN BE DETERMINED AT THE TIME OF ISSUE. IT IS THE RESPONSIBILITY OF THE G.C., ALL TRADES AND FOOD SERVICE EQUIPMENT CONTRACTOR (FSEC) TO FIELD DIMENSION AND VERIFY ALL EQUIPMENT LOCATIONS AND ROUGH-INS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND IN COMPLIANCE WITH HEALTH DEPARTMENT
- THE SIZE AND LOCATION OF THE GREASE TRAP, HOT WATER HEATER, ELECTRICAL PANEL(S) AND ANY ADDITIONAL FLOOR DRAINS NOT SHOWN ON THESE PLANS ARE TO BE DESIGNED BY THE ARCHITECT / ENGINEER AND SHALL BE SUPPLIED AND INSTALLED
- 4. UTILITIES SHOWN ARE FOR THE FOOD SERVICE EQUIPMENT ONLY. ANY ADDITIONAL UTILITIES FOR OFFICES OR OTHER ROOMS ARE TO BE DESIGNED BY THE
- ALL PENETRATIONS, CHASES AND CURBS, INCLUDING THE REQUIRED SLEEVES AND FINISHES ARE TO BE PROVIDED BY THE G.C. IN COORDINATION WITH THE FSEC.
- 6. PRIOR TO FOOD SERVICE EQUIPMENT BEING DELIVERED TO THE JOB SITE, IT IS THE RESPONSIBILITY OF THE G.C. TO PROVIDE THE FOLLOWING:
- A. ADEQUATE AND UNOBSTRUCTED ACCESS TO DESIGNATED AREAS. B. TEMPORARY UTILITIES AND ADEQUATE LIGHTING.
- C. FLOORS BROOM SWEPT. D. CEILINGS COMPLETED INCLUDING LIGHT FIXTURES AND LAMPS INSTALLED. E. ALL FINISHES ON WALLS, FLOORS AND CEILINGS COMPLETED WITH FINAL FINISHES CURED.
- 7. IT IS THE RESPONSIBILITY OF THE G.C. TO ADVISE ALL TRADES INCLUDING THE FSEC OF ANY CONFLICTS BETWEEN FIELD CONDITIONS AND THESE PLANS.

- 8. FOOD PREPARATION, DISHWASHING, STORAGE, REST ROOMS, AND BAR AREA FLOORS ARE TO BE: DURABLE, EASILY CLEANABLE AND PROVIDED WITH ACCEPTABLE
- CEILINGS AND WALLS ARE TO BE SMOOTH, NON-ABSORBENT, EASILY CLEANABLE
- 10. IT IS THE RESPONSIBILITY OF EACH TRADE TO WORK FROM THE MOST CURRENT
- 11. IT IS THE RESPONSIBILITY OF THE G.C. TO PULL THE REQUIRED PERMITS AND TO PERFORM ALL WORK IN COMPLIANCE WITH ALL CODES.

AND LIGHT COLORED.

UNLESS OTHERWISE STATED.

- 12. ALL HAND SINKS TO HAVE SOAP AND TOWEL DISPENSERS PROVIDED AND
- 13. IT IS THE RESPONSIBILITY OF THE TRADES TO COORDINATE THE MECHANICAL REQUIREMENTS LAYOUT AND SCHEDULE WITH THE EQUIPMENT SPECIFICATIONS
- 14. WALL BACKING WHERE SPECIFIED IS TO BE SUPPLIED AND INSTALLED BY THE G.C. WITH COORDINATION BY THE FOOD SERVICE EQUIPMENT CONTRACTOR AS TO HEIGHTS AND SIZES.
- 15. <u>EXHAUST & CONDENSATE HOODS</u>:- ALL DUCTWORK, DUCT COLLARS, HANGING RODS, FANS & HOOD INSTALLATION ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR,
- 16. ALL ROOF STANDS / SUPPORTS / SLEEVES FOR REFRIGERATION EQUIPMENT ARE TO BE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR.
- 17. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ORDER A TEST & BALANCE OF THE ENTIRE BUILDING INCLUDING THE KITCHEN EXHAUST HOODS AND FANS TO ENSURE PROPER AIRFLOW IN ALL AREAS.
- 18. ALL GFI'S MUST BE OF HIGH QUALITY TO PREVENT SHUT DOWN OF EQUIPMENT.
- 19. FINISHED FLOOR AT THE COOKLINE SHOULD BE LEVEL TO ALLOW FOR CONSISTENT COOKING. EQUIPMENT WITH CASTERS IS NOT HEIGHT-ADJUSTABLE.

ABBR	EVIATION LEGENI)		LEGEND	
LT	LOT	HW	HOT WATER		CONSULTANT ADDED WAL
WB	WALL BACKING	CW	COLD WATER		INSULATED PANEL WALL
JB	JUNCTION BOX	DW	DIRECT WASTE		
PH	PHASE	IDW	INDIRECT WASTE		FULL WALL
HP	HORSE POWER	N	NATURAL GAS		KNEE WALL
V	VOLTS	LP	PROPANE GAS		WINDOW
AMPS	AMPERAGE	W/	WITH		UNDER SHELF
KW	KILOWATTS	S/S	STAINLESS STEEL		EXHAUST HOOD
				K	ITEM NUMBER
				Φ.	CASTINE

PAVILION/ CONCESSIONS FOOD SERVICE EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"

EQUIPMENT SCHEDULE		ELECTRICAL CONNECTION SCHEDULE									AS CONNECTION SCHEDULE
ITEM# QTY EQUIPMENT LIST	W.B. REMARKS	ITEM# QT	/ VOLTAGE	PH AMPS	HP KW	REMARKS	ITEM#	QTY HW C	W DW IDW	N LP	BTUH REMARKS
K01 1 42" RECEIVING DOOR	PROVIDED BY G.C.	K01					K01				
K02 1 AIR CURTAIN FAN	X WALL MOUNTED; WITH MICROSWITCH	K02 1	120	1 5.1	1/2	WIRE THRU MICROSWITCH	K02				
K03 2 ICE MACHINES	X WITH WALL MOUNTED WATER FILTERS	K03 2	208	1 12.4	-	3 WIRE PLUS NEUTRAL REQUIRED; PUT ON A DEDICATED 20 AMP CIRCUIT	K03	1 1	/2 3/4		RUN CW SUPPLY THRU WATER FILTER
(04 1 ICE BIN		K04				·	K04		3/4		
(05 2 REMOTE ICE MACHINE CONDENSERS	LOCATED ON ROOF	K05 2	120	1		CONNECTION TO ICE MACHINES	K05				
(06 1 WALK-IN COOLER		K06 1	120	1 10		FOR LIGHTS AND DOOR HEATER	K06				
07 1 WALK-IN COOLER EVAPORATOR COIL		K07 1	208	1 1			K07	1	3/4		
08 1 WALK-IN COOLER REMOTE CONDENSING UNIT	LOCATED ON ROOF	K08 1	208	3 7.6	1.0		K08				
09 1LT WALK-IN STORAGE SHELVING		K09					K09				
10 1 DUNNAGE RACK		K10					K10				
11 1 DUNNAGE RACK		K11					K11				
12 1 S/S HAND SINK	X WALL MOUNTED; DISPENSERS BY OTHERS	K12					K12	1 1/2 1	/2 1-1/2		
13 1LT DRY STORAGE SHELVING		K13					K13				
14 1 S/S WORKTABLE	MOBILE	K14					K14				
15 1 CAN OPENER		K15					K15				
16 1 REACH-IN FREEZER	MOBILE	K16 1	120	1 7.6	1/2		K16				
17 SPARE NUMBER		K17					K17				
18 1 PIZZA PAN-TOP REFRIGERATOR	MOBILE	K18 1	120	1 6.2	1/3		K18				
19 1 S/S DOUBLE OVERSHELF	MOUNTED TO PIZZA PAN-TOP REFRIGERATOR	K19					K19				
20 2 TURBOCHEF VENTLESS RAPID COOK OVEN	STACKED ON MOBILE CART	K20 2	208	1 40	9.6	NEMA 6-50P; PUT ON A DEDICATED 40 AMP CIRCUIT	K20				
21 1 WORKTOP REFRIGERATOR	MOBILE	K21 1	120	1 2.46	1/5		K21				
22 SPARE NUMBER		K22					K22				
23 1 S/S THREE COMPARTMENT SINK W/ BOWL COVERS	SEAL SINK TO WALL	K23					K23	2 1/2 1	/2 1-1/2		PLUMBER TO MANIFOLD THREE(3) DRAINS
24 1 S/S OVERSHELF WITH UTENSIL RACK BAR	X WALL MOUNTED	K24					K24				
25 1 S/S HAND SINK	X WALL MOUNTED; SOAP AND TOWEL BY OTHERS	K25					K25	1 1/2 1	/2 1-1/2		
26 SPARE NUMBER	X WALL MOUNTED	K26					K26				
27 SPARE NUMBER		K27					K27				
28 SPARE NUMBER		K28					K28				
(29 SPARE NUMBER		K29					K29				
(30 1 GLASS DOOR REFRIGERATOR	MOBILE	K30 1	120	1 5.4	1/3	PUT ON A DEDICATED 15 AMP CIRCUIT	K30	-	1/2		PLUMBER TO EXTEND EVAPORATOR TUBE TO ADJACENT DRAIN
30A 1 GLASS DOOR REFRIGERATORS	MOBILE	K30A 1	120	1 5.4	1/3	PUT ON A DEDICATED 15 AMP CIRCUIT	K30A	1	1/2		PLUMBER TO EXTEND EVAPORATOR TUBE TO ADJACENT DRAIN
31 1 S/S BEVERAGE TABLE	WITH UNDERSHELF	K31					K31				
32 1 COFFEE BREWER	PROVIDED BY OWNER'S VENDOR	K32 1	120/208	1 25		VERIFY REQUIREMENTS WITH VENDOR	K32	1 1	/2		VERIFY REQUIREMENTS WITH VENDOR
33 1 ICE TEA BREWER	PROVIDED BY OWNER'S VENDOR	K33 1	120	1 14		VERIFY REQUIREMENTS WITH VENDOR	K33	1 1	/2		VERIFY REQUIREMENTS WITH VENDOR
34 1 S/S WORKTABLE	WITH PARTIAL UNDERSHELF	K34					K34				
35 1 S/S PASS-THRU SHELF		K35					K35				
36 1 UNDERCOUNTER HEATED CABINET	MOBILE	K36 1	120	1 8	.96		K36				
SPARE NUMBER		K37					K37				
SPARE NUMBER	MODILE	K38			+ +		K38				
(39 1 STORAGE SHELVING	MOBILE	K39	100	4 0 1	4/4		K39				
(40 1 ICE CREAM FREEZER (FOR PACKAGED ICE CREAM ONLY)	MOBILE	K40 1	120	1 2.1	1/4	VEDIEV DEOLUDEATENTO WITH OWNED	K40				
41 2 POINTS OF SALE WITH PRINTERS	PROVIDED BY OWNER	K41 4	120	1 14	+	VERIFY REQUIREMENTS WITH OWNER	K41				
42 3 SLIM JIM TRASH CANS	PROVIDED BY OWNER	K42					K42				
43 1 FRONT CONCESSION COUNTER	MATERIAL SPECIFIED BY ARCHITECT AND INSTALLED BY G.C.	K43			_		K43		+ +		
44 2 DUNNAGERACKS		K44			M		K44		\		
(45 1 UNDERCOUNTER ICE BIN		K45					K45	1			
(46 1 UNDERCOUNTER ICE BIN (47 1 AIR CUIRTAIN FAM	X WALL MOUNTED	K46 1	200	1 10	(2)/40	PACCEDICIONAL OF A CTU /A PANI CONTROL	K46		1		
			120	4.8	12/170	ELECTRICIAN TO PROVIDE ACTIVATION SWITCH		\Box		\perp	
48 1 CUSTOMER PICK-UP COUNTER	PROVIDED BY G.C. SOAP AND TOWEL DISPENSERS BY OTHERS	K48 K49					K48	1 1/2 1			
(49 1 DROP-IN S/S HAND SINK WITH SIDE SPLASHES											

REVISIONS PER PLA 10-19-2

> THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FISHMAN & ASSOCIATES ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF

SCHED

SERVICE EQUIPMENT PLAN CONSTRUCTION DOCUMENT SAY PARK - PHASE 1

DRAWN	SCALE			
MGM	1/4"=1'-0"			
OB NUMBER	DATE			
10220	03.01.21			
FILE NAME				

The Bay Park - Ph1

SRQ Bay Park.dwg

SHEET

1 OF 3 SHEETS

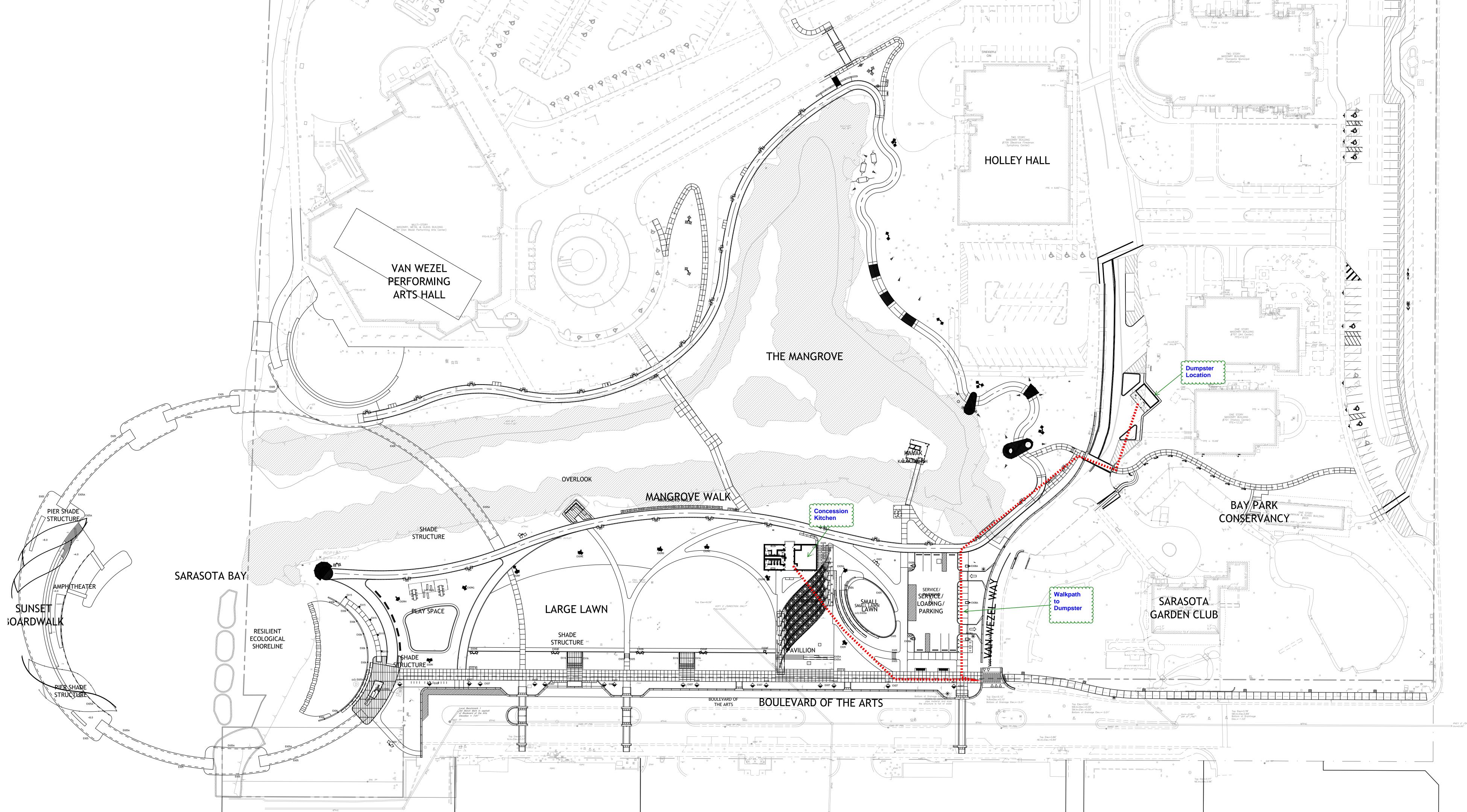




Exhibit C- RFP Response Checklist

This checklist is not required to be provided back to BPC but provided to be helpful to all responders. It is meant to help with reminders. BPC makes no claims that this checklist is all inclusive. Always read through the complete RFP documents.

I have responded too all information requested in the RFP—in the format outlined in Exhibit "A", which is the prevailing format for this RFP response over the general Terms & Conditions requirements.							
I have a Cover Page, Tabs I,II,III,IV,V and VII inside my RFP response. I understand there is no need for Tab VI.							
I understand there is a mandatory pre-proposal meeting, and that it must be attended for my RFP to be submitted.							
I understand I may disqualify my team if I speak to any BPC board members or staff outside of the designated contact inside the RFP during this RFP selection process, which begins on the date of this RFP.							
My Proposal is in a 3-ring binder OR bound with spiral binding.							
My Binders less than 2" in thickness							
My Proposal is limited to a maximum of no more than 40 single or 20 double sided pages.							
My Pages are numbered to verify quantity.							
I know that Tab dividers are excluded from the page count.							
My Proposal front cover contains the following:							
 Company Name Title of the Request For Proposal Due Date per the RFP 							
I have a total of one original and five printed (SIX PROPOSAL BOOKS TOTAL), with the words ORIGINAL or COPY 1 of 5 etc. on each copy.							
I have Included 1 electronic copy on a USB flash drive. My electronic copy is one single consolidated copy of the Proposal in one PDF file.							

The Bay Park Conservancy TERMS AND CONDITIONS

1. SUBJECT TO THESE TERMS

All Proposals submitted in response to this RFP are subject to the terms and conditions specified herein. Proposals which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedents in Section 2 of this document.

2. ORDER OF PRECEDENTS

- 2.1. If a conflict arises between these "Terms and Conditions", the following ORDER OF PRECEDENTS will apply:
 - 2.1.1. All applicable Federal and/or State Statutes
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a Proposal shall be in a form as approved by the Bay Park Conservancy ("Owner" or "BPC").

4. PROPOSAL DELIVERY AND SUBMISSION REQUIREMENTS AND COMMUNICATIONS

- 4.1. Proposal documents shall be submitted as one original, five printed copies, and one electronic copy. The electronic copy should include one consolidated PDF file that contains the entire Proposal. All blank spaces in the forms shall be filled in legibly and correctly in ink. If an individual or company submits the Proposal, they shall sign their name therein and state their name and address as principal. If a corporation submits, an authorized officer or agent shall sign it, subscribing the name and address of the corporation along with their own name and affixing the corporation seal.
- 4.2. Any Proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their Proposal delivered to the BPC offices prior to the stated time and date. If sent by U.S. Mail or delivery service, the Proposer shall be responsible for its timely delivery to the BPC office. Proposals delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the Proposer's request and expense.

4.3. Proposal Opening

4.3.1. Proposals in response to this RFP shall be opened on the date and at the time specified in the RFP. It is the Proposer's responsibility to ensure that their Proposal is delivered at the proper time and place for the opening. Proposals, which for any reason are not delivered,

- will not be considered. Offers by fax or telephone are not acceptable. A Proposal may not be altered after the opening of the submittals.
- 4.3.2. All documents shall be submitted in writing, signed by the Proposer or the Proposer's duly authorized agent, and shall be mailed or delivered to the office of the Bay Park Conservancy prior to the date and time scheduled for the opening of Proposals.
- 4.3.3. Documents shall be sealed in an envelope and shall be clearly marked with the words "Bay Park Concession Proposal Documents," and show the project name and address, name and address of the Proposer, and date and time of the scheduled Proposal opening.
- 4.4. A **Proposer** may withdraw a Proposal at any time prior to the opening of submittals.
- 4.5. Proposers may be declared "non-responsive" due to omissions in Form #4A, "Negligence or Breach of Contract Disclosure Form". Additionally, Proposers may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by BPC Staff, after consultation with the BPC Attorney.

5. PROPOSAL SETUP

Proposals must be submitted in a 3-ring binder OR bound with spiral binding. Binder must not be larger than 2" in thickness. RFP is limited to a maximum of no more than 40 single or 20 double sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count. RFP must have a front cover that contains the following:

Company Name
Title of the Request For Proposal
Due Date of RFP response/Proposal

A total of one original and five copies shall be included. Include 1 electronic copy on a USB flash drive. Electronic copy should include a consolidated copy of the Proposal in one PDF file.

Tab I Executive Summary

One page summary of what makes your firm uniquely qualified to be awarded the contract on the project (A high level summary of what is included in your Proposal book)

Tab II Qualifications

Company Information

- o. Basic company information.
 - i. Company name
 - ii. Address with zip code
 - iii. Telephone
 - iv. Email address
 - v. Name of primary contact
- p. A brief company history (<400 words)
- q. How many years has your organization been in business as a provider of the products and services you are proposing to offer under this solicitation?

- r. How many years has your organization been in business under its present business name?
- s. Location of the Company's office and location of the office where the project will be produced. Include the name and titles of those members of the project team that are permanently assigned to the project office.
 - i. How many years at this present project location?
 - 1. How many full-time employees?
 - ii. How many years at prior project location?
 - iii. Is work to be shared amongst employees working out of different Proposer office locations? If so, what is the allocation of personnel and related work they are to perform
- t. Under what other or former names has your organization operated?
- u. If your organization is a corporation, answer the following:
 - i. Date of incorporation
 - ii. State of incorporation
 - iii. President's name
 - iv. Vice-President's name(s)
 - v. Secretary's name
 - vi. Treasurer's name
- v. If your organization is a partnership, answer the following:
 - i. Date of organization
 - ii. Type of partnership (if applicable)
 - iii. Name(s) of general partner(s)
- w. If your organization is individually owned, answer the following:
 - i. Date of organization
 - ii. Name of owner
 - iii. If the form of your organization is other than those listed above, describe it and the name of the principals.
- x. Financial Responsibility.
 - i. Form of business, i.e., proprietorship, partnership, corporation; years in business, changes in ownership; bank reference; any other information the Proposer may wish to supply to verify financial responsibility. Unless there is a clear statement that the vendor/contractor is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime Contractor/Vendor with whom the BPC would contract and all other firms shown as team members would be sub-consultants.
 - ii. Has the firm ever failed to complete any work awarded to it, or been removed from any project awarded to the firm?
 - iii. Letter of Credit.

y. Litigation

- i. Describe your experience with litigation with Owners, subcontractors, and Engineers. List any active or pending litigation and explain.
- ii. Has the firm been involved in any litigation in the past five- (5) years? If so, briefly explain details and results.

Tab III Key Personnel

For the key individuals who will be estimating, coordinating, supervising, and managing before, during and after-construction services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certification, membership in professional organizations and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

- 1. Provide organizational plan for management of project(s).
 - a. A proposed relationship between key members and support staff and aspects of work each will be responsible for working.
- 2. Identify all contractors and subcontractors to be used on project(s).
 - a. Describe work experience, field(s) of specialization, education, and certifications.

Tab IV. Service (Include similar projects)

- 1. Describe your services in terms of similarities to this request for Proposal.
- 2. In comparing previous similar services or projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for BPC?
- 3. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule

Tab V. References

- 1. Provide a chart on a single page with a minimum of four (4) references that include the institution name, address, phone number, email, and contact's name and position and the name and description of the project or service you completed or provided with or to them.
- 2. You may include in this tab:
 - a. Letters of recommendation by other references in this tab.
 - b. Any outstanding accomplishments of the firm that relates to the specific services being sought

Tab VI. Proposal Requirements

State how you plan to provide your product or service based on the evaluation criteria and specifications in the RFP, including what is listed in Exhibits A & B.

Tab VII. Required Forms

BPC forms listed under Part I-III of the Request For Proposal.

6. CLARIFICATION & ADDENDA

- 6.1. For information or questions concerning this RFP, contact the Bay Park Conservancy, unless otherwise noted in the specifications. After the issuance of the Request For Proposal (RFP), prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the RFP with any BPC Board Members, BPC agent or employee of the BPC other than the BPC staff designee. This prohibition begins with the issuance of any Request For Proposal (RFP), and ends upon execution of the final contract or when the invitation or request has been cancelled. If it is determined that improper communications were conducted, the Contractor/Vendor maybe declared not responsible.
- 6.2. Detailed specifications describe the commodities, services, or construction services to be acquired by the BPC. To be considered for award a Proposal must comply in all material respects with the specifications. No alternate Proposals or deviations from the specifications will be accepted unless requested in the specifications or as approved through written addendum.
- 6.3. Each Proposer shall examine all Request For Proposal (RFP) documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request For Proposal (RFP) shall be made in writing, submitted and received at least eight (8) calendar days prior to the date when Proposals are due; to the Bay Park Conservancy.
- 6.4. The BPC shall not be responsible for oral interpretations given by any BPC employee, representative, or others. Every request for interpretation of the meaning of the plans, specifications, or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the BPC designated Staff Member. The issuance of a written addendum by the BPC. Is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request For Proposal (RFP), the BPC will attempt to notify all prospective Proposers who have secured same; however, it shall be the responsibility of each Proposer, prior to submitting their Proposal, to determine if addenda were issued and to make such addenda a part of their Proposal. Acknowledgement to addenda receipt will be noted by each Proposer in the space provide on Form# 1, RFP Form located in the Forms Section, Part I.
 - 6.4.1. Should the Proposer find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto or should they be in doubt as to the meaning, they should at once contact the BPC and obtain clarification prior to submitting a bid.

6.5. Governmental Restrictions

6.5.1. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this RFP prior to their delivery, it shall be the responsibility of the supplier to notify the BPC at once, indicating in their letter or email the specific regulation which required an alteration. The BPC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the BPC.

7. RFP EXPENSES

Proposers shall bear all costs and expenses incurred in developing, preparing, and submitting Proposals. This includes any expense related to demonstrations or the providing of sample materials or items requested by the BPC.

8. IRREVOCABLE OFFER

Any Proposal may be withdrawn until the date and time set for opening in the RFP. All withdrawals must be requested in writing via email or letter. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days to sell to the BPC the goods or services set forth in the attached specifications. For the Proposers' convenience a withdrawal form has been provided in the Forms Section, (Form #19, RFP Withdrawal Request)

9. RESERVED RIGHTS

- 9.1. The BPC reserves the right to accept or reject any or all Proposals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the BPC reserves the right to accept all or any part of the Proposal and to increase or decrease quantities to meet additional or reduced requirements of the BPC. Any sole response received by the submission date may or may not be rejected by the BPC depending on available competition and current needs of the BPC.
 - 9.1.1. BPC desires to shortlist a minimum of three (3) qualified professional, experience, and capable Proposers by which to move forward to the evaluation stage. However, BPC Staff may determine that a single RFP response is acceptable.
- 9.2. To be responsive, a Proposer shall submit a Proposal which conforms in all material respects to the requirements set forth in the Request For Proposal (RFP). To be a responsible Proposer, the Proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the BPC reserves the right to make such investigation, as it deems necessary to determine the ability of any Proposer to deliver the goods or service requested. This information may be obtained from the Proposer or any credible source. All information requests will be done through the BPC Staff. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance records.
 - 9.2.1. The BPC may disqualify a Proposer from being awarded a BPC contract if the BPC Staff determines after an investigation that the Proposer is "not responsible," based on a poor performance record with the BPC, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.
- 9.3. Unless otherwise stated in this RFP specification, any contracts resulting from this RFP are non-exclusive. The BPC reserves the right, in its sole opinion, to purchase goods or services listed in this RFP through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts. The BPC reserves the rights to solicit separate

- requirements that are a portion of a larger contract as a whole. Additionally, at the BPC's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- 9.4. After award of this RFP, the BPC reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the BPC may negotiate justified adjustments such as price, terms, etc., to this contract when the BPC, in its sole judgment, considers such adjustments to be in the best interest of the BPC. The Bay Park Conservancy may or may not require the prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their RFP as may result from the negotiations.
- 9.5. If the contract awarded as a result of this RFP is terminated, the BPC reserves the right to go to the next **responsive** Proposer with the balance of the contract, unless otherwise stated in the RFP specification.
- 9.6. BPC reserves the right, in the sole opinion of BPC to require oral presentations or discussion from all selected respondents, at the discretion of the Evaluation Committee, derived from the evaluation and selection process herein described during any stage of the evaluation and/or selection process.

10. PROFESSIONAL STANDARDS

- 10.1. The successful Proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable
- 10.2. In the event the successful Proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the BPC may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.
- 10.3. The following provision of Section 287.055(6)(a), Florida Statutes shall be voluntary made a part of the Agreement.
 - 10.3.1. The successful Proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful Proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful Proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the BPC Manager shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price of otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with RFP Response but is not required (see Part III of the forms package, Sample#1). Registration must be completed before a contract can be signed.

12. DISCLAIMER OF JOINT VENTURE

The successful Proposer and BPC shall warranty and represent that by the execution of an agreement it is not the intent of the parties that the agreement be construed or deemed to represent a joint venture or an undertaking between BPC and the successful Proposer. The successful Proposer shall be solely responsible for the conduct of all activities and services provided by the successful Proposer as part of its business operations. While engaged in carrying out and complying with terms of the agreement, the successful Proposer is an independent contractor and not an officer or employee of the BPC. The successful Proposer shall not at any time or in any manner represent that it or any of its agents or employees is employees of the BPC.

13. MINIMUM REQUIREMENTS

- 13.1. Previous experience in the performance of projects of a similar nature as detailed in the scope of work of the project.
- 13.2. The individuals/firm warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable time.
- 13.3. Registered under the State of Florida to perform the services required for this project.

 Registration Certificate to be provided by the Florida Department of State, Division of
 Corporations, establishing your firm as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org
- 13.4 Meets all applicable RFP guidelines

14. TAXES

The Bay Park Conservancy does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. The exemption number will be provided on the "Contractor/Vendors" copy of the purchase order. This exemption does not apply to tangible personal property purchased by Contractor/Vendors for their use in the performance of this contract. Nothing herein shall affect the Proposer's normal tax liability. The BPC reserves the right, at the BPC's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project.

15. ERRORS AND OMISSIONS

15.1. Approval by of the successful Proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful Proposer for the accuracy and competency of the successful Proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the BPC of the successful Proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful Proposer for the project. After acceptance of the final plans by the BPC, the successful Proposer agrees, prior to and during the construction of the project, to perform such successful Proposer services, at no additional cost to the BPC, as may be required by the BPC to correct errors or omissions on the plans prepared by the successful Proposer pertaining to the project.

16. TRUTH-IN-NEGOTIATION COVENANTS

The BPC shall require the firm receiving the award to execute a Truth-In-Negotiation certificate stating the wage rates and other factual unit costs supporting the compensations are accurate, complete, and current at the time of contracting. Any professional service contract, under which such a certificate is required, shall contain a provision that the original contract price and any additional costs thereto shall be adjusted to exclude any significant service by which the agency determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

17. QUALITY GUARANTEE/WARRANTY

- 17.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warrantees will begin from the date of final completion.
- 17.2. The equipment, materials, and labor on the project must be warranted for twelve (12) months.

18. LOBBYING

- 18.1. Proposers are advised that the Proposer or anyone representing the Proposer is prohibited from communicating with any of BPC's staff outside of those specifically named inside this RFP, and BPC Board of Directors members, or any BPC contracted consultants or companies regarding any and all content included in and related to this RFP.
- 19.2 The "Cone of Silence" is in effect from the date/time of the deadline for submission of the Proposal, and terminates at the date/time that BPC awards or approves a Contract, rejects all RFPs, or otherwise takes action which ends the solicitation process.
- 19.3 Violations of this section of the "Cone of Silence" may result in disqualification of a firms RFP response, selection, or cancellation of their contract.

19. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. In accordance with Florida State Civil Rights Act of 1992.
- 19.2. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com.) may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not award or perform work as a Contractor/Vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 19.3. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national

- origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.
- 19.4. It is the policy of the Bay Park Conservancy to assure that Proposers are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

20. PRE-RFP CONFERENCE

- 20.1. Failure to attend a mandatory or non-mandatory pre-RFP conference will relieve the BPC for any responsibility to notify a Proposer of additional requirements unless those questions or requirements are identified in writing.
- 20.2. Failure to attend a mandatory pre-RFP conference will result in the RFP being considered non-responsive.

21. FUNDING

25.1. This RFP is subject to the appropriation of funds in an amount sufficient to allow continuation of the BPC's performance in accordance with the terms and conditions of this RFP. The BPC shall provide prompt written notice to the Proposer that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this RFP, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the RFP.

22. SUBCONTRACTING

- 26.1. Contractor/Vendor shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the Contractor/Vendor.
- 26.2. Contractor/Vendor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor/Vendor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. All Work performed for Contractor/Vendor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor/Vendor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of BPC and Engineer. Contractor/Vendor shall be fully responsible to BPC and Engineer for all acts and omissions of the Subcontractors,

Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor/Vendor is responsible for Contractor's/Vendor's own acts and omissions.

23. PUBLIC RECORDS

Proposer acknowledges that all information contained within its RFP response is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

24. CHANGE ORDERS (IF APPLICABLE)

- 24.1. The BPC may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The Bay Park Conservancy will not pay more than a total of 10% or agreed upon amount whichever is lower, on markup and overhead. Any supplemental agreement shall be approved by the BPC Manager, contractor, and the architect/engineer, if applicable, prior to the commencement of the modified work. The BPC Staff may only approve an adjustment to the contract price that does not exceed 10% of the contract price. BPC Board of Directors will approve all changed exceeding 10% of the contract price.
- 24.2. The BPC reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the BPC. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

- 1) Material
- 2) Delivery
- 3) Direct Labor
- 4) Taxes
- 5) Rental rates
- 6) Fringe Benefits
- 7) Overhead
- 8) Profit
- 9) Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each request for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The Bay Park Conservancy will not pay more than a total of 5% on markup and overhead when establishing a negotiated fee for items not list by unit price.

Surety and other bonds, when required, are premiums applied to the total contract amount. Adjustments and allowances for increased bond costs will only be considered on the net increase to the total contract amount after consideration of both quantity reductions, quantity increase and other work price adjustments.

24.3. Changes in contract time will only be considered for documented weather impacts, additional work directed by the BPC, reductions in work directed by the BPC, stoppage of work when directed by the BPC or other causes of delay not attributable to the contractor. Delays by others, such as utility companies, may not necessarily be compensated by the BPC and the contractor may need to seek compensation from the third party for the delay.

25. <u>INVOICING</u>

All invoices or applications for payment must contain the Purchase Order or Contract Reference number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Proposer for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued an approved Purchase Order or Contract.

26. TIME EXTENSION AND CONTINUATION OF WORK

26.1. Time Extension

The BPC may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

26.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the BPC and the successful bidder, continue until completion at the same prices, terms and conditions.

27. RIGHT TO AUDIT

The Contractor/Vendor shall maintain such financial records and other records as may be prescribed by the Bay Park Conservancy or by applicable federal and state laws, rules, and regulations. The Contractor/Vendor shall retain these records for a period of five years after final payment, or until

they are audited by the Bay Park Conservancy, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the Bay Park Conservancy, its designees or other authorized bodies.

28.-SALVAGE OF CONSTRUCTION MATERIALS (IF APPLICABLE.)

- 28.1. Objective: The Bay Park Conservancy strives towards its goal of developing and managing a sustainable public park. Salvage and reuse of construction materials is sustainable activity worthy of becoming a standard operating practice by the BPC, its crews, and private Contractor/Vendors working in the BPC. To that end, the following specification and clauses shall be included and enforced to the extent possible during construction activities in the BPC.
- 28.2. Specification: Salvage of Brick and Other Construction Materials
 - 28.2.1. The Bay Park Conservancy is overseeing development and management of a sustainable public park. Best practices in sustainable projects call for salvage and reuse of construction materials, and the BPC has adopted this practice as a core value in construction projects. Any Contractor/Vendor performing work on behalf of the BPC shall follow this practice to the extent practical.
 - 28.2.2. The Bay Park Conservancy additionally has identified brick found on, under, or around BPC roadways to be a critical resource. In a case when any brick is found by the Contractor/Vendor, the Contractor/Vendor shall notify the project manager immediately. The project manager will identify if the brick is of suitable quality for reuse. If so, brick shall be salvaged, and taken to a location designated by the BPC. Typically, the Contractor/Vendor will be responsible to neatly stack any found brick on a pallet for pickup by a BPC crew, who will be made available to transport the brick. If substantive quantities of brick are found by the Contractor/Vendor, the BPC shall establish a force account or other payment mechanism to reimburse the Contractor/Vendor for these costs.
 - 28.2.3. Materials other than brick known to be present prior to the onset of a project, unless specifically noted or specified otherwise, may be considered by the Contractor/Vendor as salvageable as part of their RFP. For instance, the Contractor/Vendor may consider millings removed from the roadway, or concrete sidewalk removed from the site, to be in control of the Contractor/Vendor. Therefore any of this material may be taken to a suitable location for reuse (i.e. millings to asphalt plant, concrete to a pulverization/crushing site). The Contractor/Vendor may reuse this material as they see fit, but the fact the material has been placed in the control of the Contractor/Vendor does not remove the requirement for beneficial reuse of these materials; the BPC is simply leaving the disposition of how to reutilize these materials to the Contractor/Vendor's discretion. Any proceeds from the salvage of this material may be received by the Contractor/Vendor.

28.3. Clause: R/O/W Use Permit

28.3.1. The Contractor/Vendor/owner is hereby notified that any brick found in Bay Park Conservancy Right-Of-Way is considered to be property of the City of Sarasota. The Contractor/Vendor/owner shall immediately notify the City at 941-365-2200 extension 6000, if brick is found within the BPC's property while carrying out any work. The brick shall be stacked neatly on a City-provided pallet, and placed in a suitable location for pickup by a City crew. The Contractor/Vendor/ owner is also encouraged to recycle any

other construction materials to the extent practical, such as taking removed concrete sidewalk to a pulverization plant.

29. <u>E- VERIFY</u>

Contractor/Vendors:

Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Vendor during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

30. INSURANCE

30.1. The contractor/vendor, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the BPC. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial A. M. Best & Company or approved alternate rating of no less than "A", Excellent. The BPC will accept a minimum rating for Worker's Compensation Insurance of "B+, Good". The NAIC number for all Insurers will be noted to the right of the insurer's name in the section provided on the certificate of insurance. The Bay Park Conservancy will not accept any indication or evidence of self-insurance made by the contractor/vendor, as it applies to any of the required insurance coverage. BPC reserves the right to waive, downgrade or upgrade, or suspend requirements as determined to be in the best interest of the BPC. Any and all fully executed contracts will require that the contractor/vendor be fully insured per the terms and conditions as follows herein:

30.2. Mandatory Insurance Requirements

30.2.1. Worker's Compensation

Worker's Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statues Chapter 440 and Employers Liability with limits of not less than \$250,000 per employee accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

30.2.2. Commercial General Liability

Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

30.2.3. Automobile Liability

Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence covering all work performed.

30.3. Additional Insurances

30.3.1. Umbrella Liability

If applicable, unless being used to meet underlying coverage requirements.

30.3.2. **Liquor Liability**- Required for Vendors serving alcohol as a result of the RFP as required by the scope of work and specifications.

30.3.3. Professional Liability

If applicable, in the minimum amount of One Million Dollars.

30.3.4. Hazardous Material

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the BPC has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

30.3.4.1. Contractor/Vendor's Pollution Liability

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

30.3.4.2. Asbestos Liability

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement.

30.3.4.3. **Disposal**

When applicable, the Contractor/vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

30.3.4.4. Hazardous Waste Transportation

When applicable, the Contractor/vendor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$2,000,000 annual aggregate and provide valid EPA identification number. The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

30.3.5. Builder's Risk

When applicable, special form coverage shall include, but not be limited to:

- 30.3.5.1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;
- 30.3.5.2. Theft coverage;
- 30.3.5.3. Waiver of Occupancy clause endorsement;
- 30.3.5.4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;
- 30.3.6. Maximum deductible clause of \$50,000 each claim.

30.4. Additional Insured

The Bay Park Conservancy and the City of Sarasota its elected and appointed officials, employees and agents shall be listed by endorsement as additional insured, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insured.

30.5. Certification of Insurance

Contractor/Vendor, prior to providing any services pursuant to this Agreement, shall furnish to the BPC proof of insurance, including, but not limited to a Certificate of Insurance referencing the Bay Park Conservancy and the City of Sarasota as "additional insured", except for worker's compensation and professional liability, and the effectiveness of all required insurance for Contractor/Vendor, and each of its subcontractors. The certificates of insurance shall state that the BPC will be notified in writing at least thirty (30) days prior to cancellation, nonrenewal or any other modification of any policies required of Contractor/Vendor. No work shall commence under this Agreement until the BPC's authorized representative has given written approval of the insurance certificates. Additionally, Contractor/Vendor has an affirmative obligation throughout the entire term of this Agreement to provide the BPC evidence of the continuation of all policies required of Contractor/Vendor by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the BPC. All insurance documents must show the RFP Number and indicate that the Proposers' insurance is the prime insurance. Certificate of Insurance must include the company's NAIC. BPC suggests that Contractor/Vendor obtain all policies on an occurrence form basis. If, however, Contractor/Vendor determines to obtain claims-made policies, Contractor/Vendor shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Contractor/Vendor shall be required to maintain "tail" coverage Contractor/Vendor's own expense for a period of time as directed by the BPC.

30.5.1. Additional insurance requirements may be noted in the scope of work or specifications.

These insurance requirements will be in addition to those stated in these Terms and
Conditions and not a replacement.

31. INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities of work to be done and materials to be furnished under this contract, given in the RFP forms, are to be considered as approximate only and are to be used solely for the comparison of RFPs received. The BPC does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Proposer plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the Contractor/Vendor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents, and it is mutually understood that the quantities may be increased or diminished as provided in the specification without in any way invalidating any of the unit or lump sum prices submitted.

32. CONTRACT ADMINISTRATION AND SITE REVIEW

32.1. The Proposer shall carefully examine the site of the work and the contract documents for the work contemplated, and it will be assumed that the Proposer has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the contract documents. The Proposer shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve a successful Proposer of their obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their RFP.

32.2. Ownership of Documents

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful Proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful Proposer, there under shall be delivered to and become the property of the BPC, prior to final payment to the successful Proposer at the termination of the agreement.

32.3. Work Progress and Delays

The BPC Manager shall be entitled at all times to be advised in writing, at their request, as to the status of work being done by the successful Proposer and the details thereof. In the event the successful Proposer cannot satisfy the deadline specified in the project schedule, then it shall notify the BPC Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by BPC or regulatory agencies as to the approval of any plans or permits submitted by the successful Proposer, when such delay will result in an overall delay of the project completion date, the BPC Manager shall grant to the successful Proposer, in writing, an extension of the agreement time equal to the as aforementioned delays. The BPC shall be solely responsible for determining whether any extension of time should be awarded to the successful Proposer.

33. TERMINATION OF CONTRACT

The Bay Park Conservancy reserves the right to terminate any contract, at any time, with or without cause.

33.1. Termination for Default

Contractor/Vendor acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to BPC entering into an agreement. Should Contractor/Vendor fail to perform any of the conditions, covenants and requirements of its part to be kept, the BPC Manager shall give written notice thereof to Contractor/Vendor specifying those acts to things which must occur in order to cure said default. Provided, however, if Contractor/Vendor makes a good faith effort by taking steps to substantially cure the default, the BPC Manager may grant Contractor/Vendor additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the BPC may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

33.2. Termination for Convenience

The performance of work under the contract may be terminated by the BPC in whole or in part whenever the BPC determines that termination is in the Bay Park Conservancy's best interest. Any such termination shall be affected by the delivery to the Contractor/Vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Contractor/Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all Proposers and subcontracts; and settle all outstanding liabilities and claims.

33.3. Payment and Ownership of Documents upon Termination

In the event of termination of the agreement, the Proposer shall cease work and shall deliver to the BPC all documents including reports and all other data, materials prepared or obtained, by the vendor/contractor in connection with the project, including all documents bearing the professional certification. The vendor/contractor shall reimburse the BPC for any stored items that the BPC has previously purchased. BPC shall upon delivery of the aforesaid documents, pay the Contractor/Vendor as full payment for its services hereunder, a sum of money equal to the percentage of the work done by Contractor/Vendor and accepted as satisfactory by the BPC.

33.4. **Waiver**

Failure of the BPC to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default thereunder by the successful Proposer, should not be deemed to be a waiver of any default or breach by the BPC.

34. BONDS (AS REQUIRED)

34.1. PERFORMANCE & PAYMENT BOND, EXECUTION OF CONTRACTS

- 34.1.1. The BPC shall require the successful Proposer on a construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of a public construction contract entered into between the BPC and the successful Proposer and as security for the payment of all persons performing labor or furnishing materials in connection with such contract. The BPC may waive the performance and payment bond for public construction contracts of \$150,000 or less if the BPC would not materially benefit from requiring such bond.
- 34.1.2. Within ten (10) days after the Contractor/Vendor has been issued a "Notice of RFP Action", the successful Proposer shall execute and deliver to the BPC a contract agreement in the form provided and in such number of counterparts as the BPC may require.
- 34.1.3. Having satisfied all conditions as set forth elsewhere in these documents, the successful Proposer shall furnish a performance and payment bond (public construction bond) equal to one hundred percent (100%) of the total contract amount for the security of the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection therewith in the forms required by Florida Statutes 255.05 together with power of attorney showing authorization of the surety's agent to

- execute the bond. It shall be the Contractor/Vendor's responsibility to record a copy of the bond in the public records of Sarasota County Clerk of circuit Courts and provide proof of such recording to the BPC with the performance bond.
- 34.1.4. The failure of the successful Proposer to execute such contract agreement and to supply the required bond(s) within said ten (10) business days, or within such extended time as the BPC may grant, based upon reasons determined adequate by the BPC, shall constitute a default. The BPC may then either award the contract to the next responsible Proposer or re advertise for RFPs and may charge the Proposer the difference between the amount of the RFP and the amount for which a contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the RFP guaranty. (Form# 12, Part II, Performance and Payment Bond)
- 34.1.5. The BPC Manager may require a successful Proposer on a contract other than a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of the contract entered into between the BPC and the successful Proposer and as security for the payment of all persons performing labor or furnishing materials in connection with such contract.
- 34.1.6. When a contractor furnishes and records a payment and performance bond for a public works project in accordance with this section and provides the public authority with a written consent from the surety regarding the project or payment in question, the public authority may not condition its payment to the contractor on the production of a release, waiver, or like documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the public authority for payments due on labor, services, or materials furnished on the public works project. The surety may, in a writing served on the public authority, revoke its consent or direct that the public authority withhold a specified amount from a payment, which shall be effective upon receipt. This subsection applies to contracts entered into on or after October 1, 2012. However, the contractor may utilize this provision in lieu of release of lien for the subcontractors prior to date above.
- 34.1.7. In lieu of the performance and payment bond, a successful Proposer may provide the BPC with an alternative form of security in the form of cash, cashier's check, or irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the performance and payment bond required herein.

34.1.8. **BOND FORMS**

The attached bond forms may be utilized (Form#11, RFP Bond) Any bonding company submitting a RFP bond or performance and payment bond to the BPC must be licensed to transact as a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasury under Act of Congress approved July 30, 1947 (U.S.C. 6 13), and approved by the Bay Park Conservancy. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best & Company or approved alternate rating of "A" or better and a "T" underwriting limitation not exceeded by this project's bond.

35. INDEMNIFICATION

35.1. Non-Design Professional

The BPC and the City of Sarasota shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by Contractor/Vendor and its employees and agents of its obligations under the provisions of this agreement. The Contractor/Vendor shall indemnify and hold harmless the BPC, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the Contractor/Vendor in the performance of the work. The BPC and Contractor/Vendor acknowledge that the first ten dollars (\$10.00) of the compensation paid Contractor/Vendor for its work hereunder shall be deemed specific consideration for this indemnification. Contractor/Vendor shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

35.2. Design Professional

Contractor/Vendor shall indemnify and hold harmless the BPC, The City of Sarasota and its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the consultant or any person employed or utilized by the consultant in the performance of the contract. BPC and the Contractor/Vendor acknowledge that the first ten dollars (\$10.00) of compensation paid Contractor/Vendor for its services hereunder shall be deemed specific consideration for the indemnification.

36. DIRECT PURCHASE

- 36.1. The BPC reserves the right, at the BPC's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any. The selected Contractor/Vendor, and all subcontractors, if any, shall comply with the BPC's direct purchase procedures, including but not limited to those listed below.
 - 36.1.1. Within 15 days of the posted date of the Notice of RFP Action, the selected Contractor/Vendor shall submit a list of potential Direct Purchase items for the BPC's consideration. The intent is for single items or large quantities of single items of approximately \$500,000.00 or more to be considered for Direct Purchases. The parties acknowledge that BPC may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.
 - 36.1.2. Along with the list, the Contractor/Vendor shall also include the price quotes from the suppliers from the RFP, including any terms and conditions negotiated with the suppliers. The Contractor/Vendor is **responsible** for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the BPC determines to make any Direct Purchase of material and/or equipment for the Project, the Direct Purchase will be authorized by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the BPC to the Contractor/Vendor by the cost to be paid by the BPC for the material and/or equipment to be directly purchased by the BPC

and by the sales tax saved by the BPC directly purchasing the material and/or equipment. The Contractor/Vendor retains all responsibility for an acceptable finished product and is **responsible** for maintaining the project schedule. The BPC's **Direct Purchase** mechanism to effectuate tax savings in no way effects the obligation of the Contractor/Vendor to meet all of the terms and conditions and all provisions and technical specifications of the RFP and resultant contract document. The Contractor/Vendor shall be **responsible** for insuring, bonding, and warranting all materials and items in his care, custody and control regardless of whether directly purchased by the BPC or not. The materials directly purchased by the BPC for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.

- 36.1.3. The Direct Purchase items selected, and upon request of an order by the Contractor/Vendor, the BPC will issue a Direct Purchase order to the Contractor/Vendor's or subcontractor's source at the price proposed in the subcontractor's or Contractor/Vendor's RFP, less sales tax. The BPC reserves the option to issue the Direct Purchase orders to the BPC's annual contract vendor/contractors or State contract vendor/contractors for comparable or lower prices but will subtract from the contract the price shown on the Subcontractor/Vendor's or Contractor/Vendor's RFP. For construction management projects, items for Direct Purchase will be identified by or before the construction documents phase.
- 36.1.4. It will be the Contractor/Vendor's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Contractor/Vendor.
- 36.1.5. The Contractor/Vendor shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the RFP, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the BPC, until such time as the scope of work by the Contractor/Vendor has been completed and accepted by the BPC. The Contractor/Vendor will be responsible for undertaking and completing any returns of direct purchase materials or equipment and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The Contractor/Vendor will coordinate corrective action. Any returns not replaced shall be credited to the BPC and acknowledged by a supplement to the direct purchase order and amendment to the Contractor/Vendor's application for payment. The Contractor/Vendor shall not be responsible for warranting the materials and equipment to the BPC, however, the Contractor/Vendor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the BPC. The Contractor/Vendor shall maintain records of all direct purchases received and incorporated into the work and provide the BPC with a monthly accounting.
- 36.1.6. When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor/Vendor will immediately submit to the BPC the invoice and documentation supporting the goods received. Invoices for direct purchase orders will be sent by the direct purchase vendor/contractor to the Contractor/Vendor. The Contractor/Vendor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the

direct purchase vendor/contractor as of the next available check run of the BPC. The Contractor/Vendor will assist the BPC in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

37. PERMITS, FEES, AND LICENSING

The Contractor/Vendor shall obtain all necessary permits and pay for same prior to commencement of work. The cost of such permits shall be included within the base Proposal, unless otherwise provided for in the RFP forms or specifications. The Contractor/Vendor must have all license and certifications as required by Federal, State, City, County, or special agencies (i.e. FAA, FTA, EPA, DOT, etc.) Permit cost may be calculated by going to the City of Sarasota Neighborhood and Development Services (NDS) website at

https://www.sarasotafl.gov/government/development-services/building-permitting

38. CONFLICT OF INTEREST

38.1. Conflicts with BPC Board Members or Staff

- 38.1.1. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee or Board Member of the Bay Park Conservancy. Further, all Proposers must disclose the name of any BPC employee or Board Member who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches.
- 38.1.2. A letter acknowledging possible conflict disclosure shall be submitted to the BPC prior to or at the time of submission of the Proposal. Failure of the Proposer to comply with the provisions of this paragraph may result in the rejection of the Proposal.

38.2. Other Conflicts

- 38.2.1. (a) A Proposer shall not submit a response or enter into a contract with the Bay Park Conservancy if the contract would result in the Proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:
 - 38.2.1.1. (1) The Proposer's contract with another customer or entity will be adverse to the interest of the Bay Park Conservancy; or
 - 38.2.1.2. (2) There is a significant risk that the interest of the Bay Park Conservancy will be materially impacted by the Proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.
 - 38.2.1.3. (3) When a RFP for design services is submitted, the conflict of interest standards set forth in the National Society of Professional Engineers Code Part II, Rules of Practices related to engineering services; the Code of Ethics— The American Institute of Architects and the NCARB— National Council of Architectural Registration Boards Code of Ethics related to architectural services shall each be applicable in determining whether a conflict of interest exists.
 - 38.2.2. It shall be the sole responsibility of the BPC to determine if the criteria applicable to a conflict of interest or exception from same have been met.

39. INSPECTION, ACCEPTANCE AND TITLE

- 39.1. Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
 - 39.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - 39.1.2. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - 39.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.
 - 39.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
 - 39.2. The Contractor/Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the BPC.
 - 39.3. All remedies therein before and therein conferred on the BPC shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

40. LIQUIDATED DAMAGES, PENALTIES, AND NON CONFORMANCE TO CONTRACT

40.1. Liquidated Damages (Construction)

BPC reserves the right to liquidated damages assessments to the Contractor/Vendor for each consecutive calendar day completion of the project or work is delayed. Liquidated damages terms shall be specified in the scope of work or specification

40.2. Non-Conformance to Contract (Non-construction)

If the awarded Contractor/Vendor is not fulfilling the terms of the RFP, to include delivery date, the Bay Park Conservancy will initiate the following procedures:

First Notice: Written warning describing unsatisfactory work rendered or non-performance of term of the RFP. The Contractor/Vendor will be given 10 working days to respond to this notice.

Second Notice: Issuance of a second written notice after ten-business day will assess the Contractor/Vendor a \$100.00 penalty fee per day for unsatisfactory work, non-delivery, or non-performance of contract. The fee will not be charged if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

40.3. Attorney's Fees

Should it become necessary for the BPC to bring any action against the successful Proposer to enforce any of the covenants, provisions or conditions of the agreement, the successful Proposer will pay all costs attendant thereto, including reasonable attorney's fees to the attorney

41. COMPLETION OF WORK OR PROJECT

The Contractor/Vendor will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved Work Order/ Purchase Order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the RFP form. For continuing services contract all task orders will be complete within 30 days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

42. AWARDS

- 42.1. The Bay Park Conservancy, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The BPC reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the most **responsible** and **responsive** Proposer within the evaluation criteria chosen for basis of award.
 - 42.1.1. If multiple evaluations are completed the following process will be followed:
 - 42.1.1.1. The first evaluation will be ranked based on the scores from the selection criteria point values. Points are totaled and Proposers ranked according to each evaluation committee members total points.
 - 42.1.1.2. Ranking Method. The Bay Park Conservancy uses the Dense Ranking ("1223" ranking). In dense ranking, items that compare equal receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member scores. Thus, if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A gets ranking number 1 ("first"), B gets ranking number 2, ("joint second"), C also gets ranking number 2 ("joint second") and D gets ranking number 3 ("third").
 - 42.1.1.3. Subsequent evaluations will be accomplished by simply ranking the Proposers. Point values will not be totaled. RFPs will be ranked in sequential order with one (1) being the highest ranking.
- 42.2. The BPC reserves the right to award to one or multiple Proposers at the discretion of the requesting authority and approval of the BPC Staff.
- 42.3. Award of Contract, if made; will be to the most **responsible** and **responsive** Proposer(s), considering evaluation criteria. In reviewing RFP responses submitted, the BPC shall take into consideration, when determining the most **responsible** and **responsive** Proposer(s).
- 42.4. In respect to the RFP reponsess, the BPC shall make such recommendations to the BPC Board of Directors, if applicable, as they shall deem proper, at the earliest practicable meeting of the

BPC Board of Directors. The BPC Board of Directors, shall elect to reject all Proposals, accept the Proposal of the most **responsible** and **responsive** Proposer, or re advertise the project for new Proposals. In the event the most **responsible** and **responsive** Proposal for a project exceeds the available funds, the BPC, may negotiate an adjustment of the price with the most **responsible** and **responsive** Proposer, in order to bring the total cost of the project within the amount of available funds.

42.5. Exception Scoring RFP

- 42.5.1. If only one Proposal is received the RFP Committee may choose to accept the Proposal without scoring using the following procedures.
 - 42.5.1.1. Evaluation Meeting 1 (Shortlist Meeting) the Committee will decide whether to interview the single Proposer or reissue the solicitation.
 - 42.5.1.2. Evaluation Meeting 2 (Interview Meeting) the Committee will interview the single Proposer and approve or disapprove with a documented yes/no supermajority vote.

43. PAYMENTS, RETAINAGE, SUB-CONTRACTORS,

43.1. Partial payments for each calendar month may be made to the Contractor/Vendor by the BPC upon basis of a duly certified approved estimate (construction) or invoice of the work performed and materials furnished by the Contractor/Vendor during the preceding calendar month.

43.2. Retainage

43.2.1. The Bay Park Conservancy will retain no less than ten percent (10%) of the amount of each partial payment until 50 percent completion and acceptance of all work covered by this contract. Upon request, the BPC will reduce the retainage after fifty percent (50%) of the work has been completed to five percent (5%), as approved by the BPC. No partial payment shall be construed to be accepted by the BPC of any portion of the work under this contract. Requests for payment shall be submitted on the forms supplied by the BPC or standard AIA forms. They will approve or deny the request for payment within fifteen (15) days of receipt. If denied, they shall state the reasons thereof and indicate what corrective action is needed. Payment shall be due thirty (30) days from the date of the pay application, provided it is correct. The BPC will endeavor to have all required signatures within those 30 days.

43.3. Certification of Payment to Sub-Contractors

- 43.3.1. Prior to receipt of any partial payment, the prime Contractor/Vendor shall certify that all sub-contractors having an interest in the contract have received their pro rata share of previous partial payments to the prime Contractor/Vendor for all work completed, and materials furnished in the previous period. This certification shall be in the form designated by the BPC. The term "sub-contractor", as used herein shall also include persons or firms furnishing materials or equipment for the project, for which partial payment has been made by the BPC and work done under equipment rental agreements.
- 43.3.2. The BPC shall not make any partial payments after the initial partial payment until the Contractor/Vendor provides said certification, unless the Contractor/Vendor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the BPC and the affected sub-contractors and suppliers.

- 43.3.3. Within ten (10) days of any payment by Contractor/Vendor to any M.B.E. subcontractor, the Contractor/Vendor shall obtain from the M.B.E., an executed sworn M.B.E. payment certification form and submit the form with relevant invoices from the M.B.E. to the BPC Staff.
- 43.3.4. Failure on the part of the M.B.E. sub-contractor to sign the M.B.E. payment certification form and forward the form to the Contractor/Vendor immediately upon receipt of payment shall be grounds to suspend the M.B.E.'s certification.
- 43.3.5. Within 30 days of receipt of the initial partial payment or any other payments received thereafter except the final payment, the Contractor/Vendor shall pay all sub-contractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor/Vendor demonstrates good cause for not making any said required payment and furnishes written notification of any such good cause to both the BPC and the affected sub-contractors or suppliers within said 30-day period.
- 43.3.6. Failure on the part of the Contractor/Vendor to furnish M.B.E. payment forms covering all payments made to M.B.E. sub-contractors, within thirty (30) days after Contractor/Vendor receives final partial payment, will be considered sufficient grounds for the BPC Manager to terminate the contract under the provisions of the contract relating to a breach of contract by the Contractor/Vendor.
- 43.3.7. The successful Proposer shall submit prior to contract executions, the name and address of each subcontractor to whom the Proposer proposes to subcontract a portion of the work, and shall list each subcontractor, licensed by the State of Florida, proposed by the Proposer, to specially fabricate and install any portion of the work. Said list shall include a description of the portion of the work, which will be done by each subcontractor.

43.4. Final Estimate and Payment

When the work has been completely performed by the Contractor/Vendor and approved by the BPC Staff, the unpaid balance for completed work of the contract, less any sums that may be deducted or retained (construction only) under the provisions of the contract, will be paid to the Contractor/Vendor within thirty (30) days of the said date of approval.

43.5. Affidavit of Claims

The Contractor/Vendor shall have furnished to the BPC a sworn affidavit to the effect that all claims of whatever nature incurred on the work have been paid and that no suits are pending in connection with the work done under this contract, and also providing that the Contractor/Vendor shall include a certificate from the BPC stating that the work performed is satisfactory.

44. SAMPLES

Samples of items when called for must be furnished free of expense and, if not destroyed may, upon request, be returned at the Proposer's expense. Each individual sample must be labeled with Proposer's name, manufacturer's brand name and number, RFP number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and

name of carrier, and must be received within ninety (90) days after RFP opening date. If instructions are not received within this time, the Bay Park Conservancy shall dispose of the commodities.

45. PREFERABLE PRODUCTS

45.1. Environmentally Preferable Products

The Bay Park Conservancy is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

45.2. Buy America

The Bay Park Conservancy is committed to the procurement of products and services that are produced or manufactured in America. We encourage all Contractor/Vendors to buy American made materials and products.

46. WORKING HOURS

46.1. <u>Construction Hours.</u> Work hours will be in accordance with Bay Park Conservancy Ordinance 03-4416 unless otherwise stated in the scope of work or technical specifications. Construction, drilling, repair, alteration, demolition, land clearing or landfilling operations between the hours of 6:00 a.m. and 9:00 p.m. on weekdays or between 9:00 a.m. and 9:00 p.m. on weekends or holidays for which all required permits have been issued, provided that the equipment involved is operated in accord with the manufacturer's specifications and with all manufacturer's sound-reducing equipment in use and in proper operating condition.

See Exhibit "A" for details on operating hours related to this RFP.

47. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

- 47.1. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:
 - 47.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 47.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 47.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 47.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract

and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

48. USE OF CITY PROPERTY AS STAGING AREA

- 48.1. City of Sarasota property might be able to be used during a project for staging areas. The Proposer will be required to negotiate a separate agreement for use of this property. The staging agreement will be considered part of the project contract for the purpose of default. If the vendor/contractor fails to restore the property to its original status or meet other conditions as required by the staging contract, then the project retainage and/or balances due the contractor may be withheld until the terms of the staging contract are met. In addition, the contractor will provide a separate certificate of insurance naming the Bay Park Conservancy and the City of Sarasota as an additional insured. The project name and number that the staging contract is associated with must be listed in the remarks section of the certificate of insurance.
 - (a) <u>Public Records:</u> As required by Section 119.0701, <u>Florida Statutes</u>, VEDNOR hereby specifically covenants to comply with the public records laws of the State of Florida. VENDOR specifically covenants (a) Keep and maintain public records required by BPC in order to perform the Project Scope of Services.
 - (b) Upon request from BPC, provide BPC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to BPC.
 - (d) Upon completion of the Agreement, transfer, at no cost, to BPC all public records in possession of CONSULTANT or keep and maintain public records required by BPC to perform the Project Scope of Services. If CONSULTANT transfers all public records to BPC upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to BPC upon request from BPC in a format that is compatible with the information technology systems of BPC.
 - (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF SARASOTA AT:

SHAYLA GRIGGS, CITY AUDITOR AND CLERK

SHAYLA.GRIGGS@SARASOTAFL.GOV (941) 954-4160

1565 FIRST STREET

SARASOTA, FL

<u>Part I Forms – Required Forms</u>

These forms are required and should be submitted with all proposals. If it is determined that forms in this section are not applicable to your company then you should return the form with your proposal and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your RFP package.

Form# 1- Bay Park Conservancy RFQ Response Form (1 page)

This is a required form that must be returned with your RFQ package. All information must match the company information as it is listed on the Florida Department of State Division of Corporations. All signatures must be by an authorized company representative.

Form# 3 - Non-Collusive Form (1 page)

Each proposer shall execute an affidavit, in the form provided by the BPC, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form# 4A – Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table formatif you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put none.

Form# 5 – Drug Free Workplace Certification (1 page)

Self explanatory. Required Form. The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFP package. If your company has a Program, sign and return the form.

Form#1 – RFQ Response Form

The Bay Park Conservancy RFQ Response Form

Company Name:					
		RFQ Deadline	March 44, 20222		
Date Submitted		Date:	March 11, 20222		
PROJECT IDENTIFICAT	ION: RFQ	•	The Bay Park Conservancy- Request for Proposal Food and Beverage Concessionaire License		
COMPANY NAME: NAME & TITLE: (TYPED OR PRINTED)	1 <u>6</u>				
BUSINESS ADDRESS:	(PHYSICAL)				
CORPORATE OR MAIL ADDRESS (or write SA Address must match	ME AS PHYSICAL)				
E-M AIL ADDRESS:	_				
	그 그 그에게 하는 어떻게 되었다. 그가 없어서 살아 있는 것이 없는 것이 그렇게 하는 그렇게 하는 것이 없다.	tions required by the Instructions to Propo ents and of the following addenda:	ser and further warrants and represents		
NoDa	ted:	No	Dated:		
NoDa	ted:	No	Dated:		
NoDa	ted:	No	Dated:		
as Principal, and that this RFC and with full knowledge of	I is submitted without collusion will all conditions under which the se	th others; and that we have carefully read and	interested in this Request for Qualifications (RFQ) d examined the specifications or scope of work, shed, hereby propose and agree to lumish this ces in good faith if a contract is awarded.		
Tax Payer Identification	on Number:				
** The Day Bark Can		yer Identification Number -or- (2) :	and the first of the control of the		
		ial security number for tax reportin D. SEALED AND EXECUTED BY A CO			
Where Proposer is a		Authorized Propos			
Company Name: (Nar	ne printed ortyped)	Proposer: (Name p	printed or typed)		
(Seal)					
(COTY)		Authorized Signate	ure and Proposer Title		
Attest:		Secretary			
Please submit a copy of your Florido Department	ur registration certificate establish of State, Division		ness in the State of Florida, as provided by the fer to website: <u>www.sunbiz.org</u>		

NON-COLLUSIVE AFFIDAVIT

(Prime Contractor/Vendor)

State of	
County of	
	, being first duly sworn, deposes and says that they are
	, the party making the fore-going
solicitation (Partner or officer of the firm	
directly or indirectly, with any contract and has not in any manner, directly or in with any person, to fix the solicitatio profit or cost element of said solicitatio	that said contractor/vendor has not colluded, conspired, connived or agreed tor/vendor or person, to put in a sham solicitation or to refrain from bidding indirectly, sought by agreement or collusion, or communication or conference on price of affiant or of any other contractor/vendor, or to fix overhead on price, or of that of any other contractor/vendor, or to secure any advantaging person interested in the proposed contract; and that all statements in said
(Contractor/Vendor, if the Contractor/vendor is a partnership; Officer, if the Contractor/vendor is a contractor/vendor.	
(Company Name) STATE OF	
COUNTY OF	
The foregoing instrument was acknowled	edged before methisday ofby
((name and title of corporate officer) of
(name of corporation), a	(state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally know	wn to me or hasproduced(type of identification) as
identification.	
(Signature line for notary public)	
(Name of notary typed, printed or stamped)	
(Title orrank)	
My commission expires:	
(Serial number, ifany)	

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name			
2.	Type of Incident	Place an X in the appropriate block.	Alleged Negligence	Breach of Contract
3.	Date of Incident			
4.	Who Took Action Against Your Company? (Include name, state, and City.)			
5.	What was the initial circumstance for this action?			
6.	What was the final outcome of this action?			

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last IO years, write 'NONE" on the page and return it with the company name completed.

Update the page number to reflect the current page and the total number of pages. If you must us
a separate sheet to continue an explanation please reference the page and item number on the

of

Page Number:

e a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you usethis alternate method

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
- 4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statem	ent, I certify that this firm complies fully with the
above requirements.	
CONTRACTOR VENDOR NAME	AUTHORIZED SIGNATURE

Part III - Samples, Examples, and Helps

Form# 19 – RFP Withdrawal Request

Self explanatory.

Sample# 1 – Sunbiz.com Registration

Self explanatory.

RFP WITHDRAWAL REQUEST

Date:	
RFP Number and Title:	
<u> </u>	
Prin	nt Authorized Signer's Name Here
Priı	nt Contract/Vendor's Name Here
wish to withdraw my paper RFP on the representative,	project listed above. Upon withdrawal I authorize my to take possession of our RFP.
Type Name of Authorized Representative	to take possession of our hirr.
claiming the RFP. I understand that if no	on (government issued identification) for the purpose of o one is present to take possession of the withdrawn oper manner, by the BPC, twenty-four (24) hours after
1. Authorized Signature	

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

 Document Number
 655555

 FEIIEIN Number
 5111111111

 Date Filed
 09/22/1980

 State
 FL

Last Event AMENDED AND RESTATED ARTICLES

ACTIVE

Event Date Filed 07/25/2006 Event Effective Date NONE

Principal Address

Status

555 N Main Street Your Town, USA 99999 Changed 02/11/2012

Mailing Address

555 N Main Street MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent 111 Registration Road Registration, USA 99999

Name Changed: 12/14/2006

Address Changed:

12/14/2006

OfficerIDirector Detail

Name & Address

Title P

President, First 555 AVENUE Anytown, USA 99999

Title V President, Second 555 AVENUE Anytown, US