



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY

REQUEST FOR PROPOSALS CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed proposals at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

RFP NO. 2009000327 RECREATION EQUIPMENT RENTAL CONCESSION SERVICES

Charlotte County is soliciting proposals from qualified firms or individuals to manage and operate Recreation Equipment Rental Concession Services, including but not limited to, canoes, kayaks, bicycles, fishing equipment, beach chairs, beach umbrellas, and beach inflatables at Charlotte County Park facilities.

**PRE-SUBMITTAL CONFERENCE: 9:00 a.m. (EST), SEPTEMBER 9, 2009
PURCHASING CONFERENCE ROOM, SUITE 344**

**PROPOSAL DUE DATE: 5:00 p.m. (EST), SEPTEMBER 24, 2009
PURCHASING DIVISION CONFERENCE ROOM**

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", document number 093272. Any questions can be answered by contacting Carole A. Smith, CPPB, Senior Contract Specialist, at 941.743.1373.

Notice of Availability
www.charlottecountyfl.com
Posted: August 25, 2009



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

ADDENDA NOTIFICATION FORM

RFP NO. 2009000327

RECREATION EQUIPMENT RENTAL CONCESSION SERVICES

The County will attempt to notify all prospective bidders of addenda issued to the bid documents. However, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their bid.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 941.743.1384, attention Carole A. Smith, CPPB, Senior Contract Specialist.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO SUBMITTAL

If you **do not** intend to propose on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned have declined to submit a proposal on requested commodity/service **RFP #2009000327, RECREATION EQUIPMENT RENTAL CONCESSION SERVICES**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your Vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Submittal may be faxed in to the Purchasing Division at 941.743.1384.

/cas

TABLE OF CONTENTS
RECREATION EQUIPMENT RENTAL CONCESSION SERVICES
RFP NO. 2009000327

Notice of Availability	1
Addenda Notification Form	2
"No Submittal" Response Page	3
Table of Contents	4
PART I - GENERAL INSTRUCTIONS	5 - 7
PART II - SCOPE OF SERVICES	8 - 10
PART III - PROPOSAL FORMAT & CRITERIA FOR AWARD	11 - 12
PART IV - SUBMITTAL FORMS	13 – 15

**REQUEST FOR PROPOSAL
RECREATION EQUIPMENT RENTAL CONCESSION SERVICES
MANAGE AND OPERATE
RFP NO. 2009000327**

RP-01 INTENT:

A. Charlotte County is soliciting proposals from qualified firms or individuals to manage and operate Recreation Equipment Rental Concession Services, including but not limited to, canoes, kayaks, bicycles, fishing equipment, beach chairs, beach umbrellas, and beach inflatables at Charlotte County Park facilities.

B. Time and Date Due - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until 5:00 p.m. (EST), September 24, 2009.

In order to insure that all prospective proposers have sufficient information and understanding of the County's needs, a **Pre-submittal Conference** will be held at **9:00 a.m. (EST), September 9, 2009, Administration Complex, 18500 Murdock Circle, Purchasing Conference Room #344, Port Charlotte, Florida.**

RP-02 CONTRACT AWARDS/TERM OF CONTRACT: The County anticipates entering into a contract with one (1) firm who submits the proposal judged to be most advantageous to the County. The selected firm shall be required to sign a formal agreement in a form acceptable to the County.

The term of the contract shall be for the period from date of award up to and including December 31, 2010, with option to renew in for two additional one-year terms, by mutual consent.

The proposer understands that this Request for Proposal (RFP) does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Board of County Commissioners and both parties execute a contract.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

RP-04 INQUIRIES: The County will not respond to oral inquiries. Proposers may submit written or faxed inquiries regarding this RFP to the Purchasing Division, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948; Fax No. (941) 743-1384, or they may be addressed at the pre-submittal conference. The County will respond to written or faxed inquiries received at least five (5) working days prior to the RFP due date.

The County will record its responses to inquiries and any supplemental instructions in the form of written addenda and will send written addenda to all proposers who received the RFP. It shall be the responsibility of the proposer, prior to submitting their proposal, to contact the Purchasing Division to determine if addenda were issued, acknowledging and incorporating them into their proposal.

RP-05 PROPOSAL SUBMISSION AND WITHDRAWAL: The County will receive proposals at the following address:

Senior Division Manager - Purchasing
Charlotte County Administration Complex
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1 094

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the County in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide Charlotte County the services set forth in these specifications until one (1) or more of the proposals have been accepted by the Board of County Commissioners. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

RP-06 PROPOSAL RESTRICTIONS:

A. In order to control the cost of preparation, submittals will be restricted to a maximum of 25 pages, one-sided, excluding cover letter, index, resumes, dividers and the required forms.

B. Charlotte County Seal: In accordance with Ordinance # 96-002, the manufacture, use, display or other employment of any facsimile or reproduction of the Charlotte County Seal, without the express, prior, written approval of the Board of County Commissioners of Charlotte County, Florida, is hereby declared to be unlawful and punishable as a Second Degree Misdemeanor as provided in Section 165.043, Florida Statutes.

RP-07 DRUG FREE WORKPLACE: Charlotte County is a drug free workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-08 PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.1 33(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

RP-09 TERMINATION/CANCELLATION CLAUSE: It is expressly understood by the County and the Contractor that funding for any successive fiscal years of this contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the Contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

RP-10 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

RP-11 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All firms are hereby notified that the successful proposer (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

RP-12 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net; all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

RP-13 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful proposers' performance. This evaluation will become public record.

RP-14 INSURANCE REQUIREMENTS: The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

A. Workers' Compensation: Coverage to apply to all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$100,000 each accident.

B. Comprehensive General Liability: Shall have minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Broad Form Property Damage and SCU Coverage, and a Contractual Liability Endorsement.

C. Business Auto Policy: Shall have minimum limits of \$300,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

D. Special Requirements:

1. Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Comprehensive General Liability and Business Auto Liability Policies, and must be listed as such on the Insurance Certificate. Charlotte County to be named insured as: **Charlotte County.**

2. An appropriate Hold Harmless Clause shall be included.

3. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30 day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

4. It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet.

5. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Division upon notice of award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

END OF PART I

PART II
SCOPE OF SERVICES

RP-15 BACKGROUND: The County is seeking the non-exclusive services of one or more firms to provide all necessary personnel, materials, and equipment to provide the services described in this RFP.

RP-16 SCOPE: The County is soliciting proposals from qualified firms or individuals to manage and operate Recreation Equipment Rental Concession Services, including but not limited to, canoes, kayaks, bicycles, fishing equipment, beach chairs, beach umbrellas, and beach inflatables at Charlotte County Park Facilities.

In addition to rental equipment, submittals may include the sale of sundry items and accessories that would reasonably be associated with such equipment rentals, including but not limited to koozies, suntan lotion, sunscreen, hats and visors. Bottled drinks (cans or plastic only – no glass) may be included at locations not already served by food concessions.

The concession shall be operated within a portion of the parking area, or mutually agreed upon locations upon award, at the following locations:

- Bayshore Live Oak Park – 23157 Bayshore Road, Port Charlotte, FL
- Port Charlotte Beach – 4500 Harbor Boulevard, Port Charlotte, FL
- Englewood Beach – 2100 North Beach Road, Englewood, FL
- Oyster Creek Regional Park/Environmental Park – 6791 San Casa Drive, Englewood, FL
- Sunrise Park – 20499 Edgewater Drive, Port Charlotte, FL
- Hathaway Park – 35461 Washington Loop Road, Punta Gorda, FL
- Spring Lake Park – 3520 Lakeview Boulevard, Port Charlotte, FL
- Cape Haze Pioneer Trail – 1688 Gasparilla Road, Rotonda, FL
- Cedar Point Park – 2300 Placida Road, Englewood, FL
- Bay Heights Park – 1000 South McCall Road, Englewood, FL

A. Hours of Operation - Concession services shall be offered a minimum of three (3) days per week to include Friday, Saturday, and Sunday every week of the year, unless otherwise approved by the County. In addition to the minimum required days, the Contractor shall be required to make these same services available on the following holidays: Memorial Day, Labor Day, Presidents Day, Veteran's Day, and Independence Day.

The County reserves the right to close any Park, Facility or Beach location whenever severe storms or other severe climatic or health related hazards make human health or safety a concern. If the closure is for an extended period of time (greater than five (5) days) the County may negotiate a pro-rated reduction in the Concessionaire's payment to the County.

B. List of Products - All Proposers shall submit with their Proposal a list of items that will be rented or sold and price structure for same. In addition, all Proposers shall provide a brief financial plan indicating anticipated levels of sales, cost of goods sold, and other related expenses itemized for a calendar year.

All recreation equipment rentals shall be of excellent quality and quantity, and all prices charged shall be reasonable and not in excess of prices available elsewhere in the area for the same kind of quality equipment.

All products and prices shall be reviewed and approved by the County. The County reserves the right to request that any changes to the proposed items for sale or rental price be submitted in writing to the County for review and approval.

C. Staffing - The Concessionaire shall be responsible for selecting personnel to perform the services to be provided hereunder. The Concessionaire shall select, employ, and train employees who are proficient, productive, and courteous to patrons. The Concessionaire shall be responsible for the discipline and, if necessary, discharge of any and all personnel working in this operation. The Concessionaire shall also provide adequately trained relief personnel in the event of absences by the primary staff.

D. Background Checks - The awarded vendor will be required to perform background checks on all employees that will be working on this contract, in the County's facilities. The results of the background checks will be provided to the County Representative within thirty (30) days of award of the contract. Background checks on

any new employees hired during the term of the contract must be performed immediately and provided to the County's Representative before the employee will be allowed to work in the County's facility.

Based on these background checks, the County reserves the right to ask the awarded vendor remove an employee from working in the County's facility. If the awarded vendor does not comply at all times with the security check procedure, it may be grounds for termination of this contract. Any charges incurred for these background checks are the sole responsibility of the Vendor.

Criminal background checks are to be performed by the Florida Department of Law Enforcement at the following address:

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

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

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

E. Conduct - The Concessionaire shall at all times professionally conduct operations in such a manner so as to comply with all applicable health codes, rules, and regulations. All employees shall be groomed and dressed in such a manner as to provide an appearance that is acceptable to the County. Employees of the Contractor shall wear either an identification tag and/or uniforms to identify employees.

The minimum health requirement for the Concessionaire's recreational equipment rental employees shall consist of satisfactory results of appropriate alcohol and drug testing.

F. Working Conditions - In the performance of the resulting contract, the Concessionaire shall adopt working conditions, and other employment policies that meet the approval of the County, provided, however, such policies comply with applicable federal or state laws.

G. Equipment - All Proposers shall submit with their Proposal a list of equipment along with specifications (including make, model, and age) and photo(s) of all equipment that will be used to provide recreational equipment rental services as described in this RFP.

The Concessionaire shall provide and maintain, at their sole expense, all equipment required to operate a recreational equipment rental concession. In the event of loss, stolen, or damaged equipment, any required repairs or replacement of equipment shall be at the sole expense of the Contractor.

The Concessionaire shall, at their sole cost and expense, maintain all equipment in a clean and sanitary condition. All areas, fixtures, and equipment as well as surrounding areas within a radius of fifteen (15) feet, shall be kept clean and in good working order.

H. Equipment Information/Kayaks & Canoes - All kayaks and canoes shall include the required ancillary equipment such as paddles and Coast Guard approved personal flotation devices (PFD). This equipment must be dedicated at all times to Park locations.

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

All watercraft and ancillary equipment shall be kept clean in and in good repair by the awarded vendor at all times. Charlotte County reserves the right to conduct inspections at any time and request repair and/or replacement of any item at its sole discretion. It is a requirement of these specifications that the awarded vendor be capable of replacing any watercraft or ancillary equipment required herein within one (1) week after request by Charlotte County personnel to do so.

I. Licenses - The successful Proposer shall be certified and licensed for the types of services specified and proposed. The Concessionaire shall obtain all necessary licenses, certifications, and permits at their sole expense.

J. On-Site Storage - The County shall provide the concessionaire minimal space for on-site storage for products, equipment and mobile units. Said storage shall be in conformance with all codes, and match the aesthetics of the park locations in which they are provided. The County will approve all storage sites and equipment prior to its establishment. The cost of any required improvements shall be fully borne by the concessionaire.

K. Site Improvements - All improvements to the concession location must be submitted in writing to the County for review and approval. With the exception of personal property, all improvements shall revert to County ownership upon termination or expiration of the resulting agreement.

All charges for utility connections and subsequent utility use shall be at the sole expense of the Concessionaire.

Signs, banners, and promotional equipment shall not be erected or posted by the Concessionaire without prior written approval of the County.

L. Waste - The Concessionaire shall be responsible for the disposal of all refuse, trash, recyclables, and other wastes generated during the term of the resulting contract.

M. Job Safety Compliance - It shall be the responsibility of the Concessionaire to comply with all provisions applicable to the Occupational Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory state or local laws affecting job safety.

N. Audit Requirements - The Concessionaire shall be required to keep, at its expense, accurate books of all accounts and records of its operations as are satisfactory to the County. These records shall include, but not be limited to, revenue and expense reports, Florida State Sales Tax Returns, and Federal Payroll Tax Returns.

END OF PART II

**PART III
PROPOSAL FORMAT & EVALUATION METHOD**

RP-17 RULES FOR PROPOSALS:

A. The proposal must name all persons or entities interested in the proposals as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Following is an excerpt from Charlotte County Resolution # 95-025 and applies to this proposal: "**Any questions regarding a project or submittal shall be directed to the designated person in the Purchasing Division for a response. There shall not be any contact between a proposer and any member of the selection committee or negotiating committee or any member of the Board of County Commissioners regarding the project or proposal submitted by any proposer. Should any member of the selection or negotiation committee initiate contact or fail to report any contact, such committee member may be subject to disciplinary action up to and including dismissal. Any proposer contacting any committee member or member of the Board of County Commissioners regarding a submitted proposal is subject to sanctions up to and including having the County disqualify that firm's submittal**".

C. For your information, the members of the Professional Services Committee for this project are as follows:

Michael Koenig, Business Services Manager
Tom Henry, Special Projects Foreman
David Johnston, Management/Budget Analyst
Sean Doherty, Sales/Marketing Manager, Tourist Development

RP-18 PROPOSAL FORMAT: The response format shall contain a letter of transmittal and the following seven (7) tabs with stated information behind each tab. Where specified, the maximum number of pages in each section of the response shall consist of single-sided, 8-1/2" x 11" paper, using 12-point characters. Responses exceeding these limits may be considered non-responsive.

A. Report on the Firm (Maximum 5 Pages) - Provide a brief history of the firm and number of years in business. Demonstrate the firm's capability and evidence that the Proposer has the experience for a minimum of three (3) years in providing recreational equipment rental services.

B. Project Approach (Maximum 10 Pages) - Provide a brief description of approaches and activities of operating and managing a concession similar to the services described in this RFP. Describe in detail the following:

1. list of recreational equipment to be rented
2. list of equipment
3. list of sundry items for sale, if applicable
4. schedule of hours of operation
5. financial plan

C. Compensation and Fee Schedule (Maximum 5 Pages) - Proposers shall submit a revenue proposal indicating a monthly percentage of the gross sales comprising the previous month's business.

All costs associated with the operations and management necessary to enable the successful proposer to conduct its operations are to be paid by the successful proposer with no cost to the County.

Said costs shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative cost, travel-related out of pocket expenses and costs, and all other costs which are necessary to provide the services as outlined by this RFP.

D. Bank References - Provide a bank reference statement with your proposal indicating that the Proposer has the financial resources to insure complete and proper performance of the services described in this RFP.

E. Customer References - Proposers shall provide a list of three (3) applicable customer references that have used or are currently using the services offered by the proposer which are considered identical or similar to the requirements of this RFP and will be able to verify the service levels and capability of the Proposer to provide

these services. Each reference shall include name, address, contact name, telephone number, and dates of service.

F. Additional Information, Optional (Maximum 5 Pages) - Provide any additional information that may assist the County in the evaluation of your proposal.

G. Location of Working Office - Charlotte County has adopted a "Local Preference Policy". If the firm affirms that it is a local business, the Affidavit Claiming Status as a Local Business, which is included as a part of the proposal form, must be completed.

RP-19 REQUIREMENTS: Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted in **one (1) original completely unbound form**, plus four (4) signed copies and placed in a sealed package clearly marked on the outside "**RFP 2009000327, RECREATION EQUIPMENT RENTAL CONCESSION SERVICES**, addressed to:

Senior Division Manager - Purchasing
Charlotte County Administration Complex
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

RP-19 EVALUATION METHOD AND CRITERIA:

A. General - The County shall be the sole judge as to the merits of the proposal, and the resulting agreement. The County's decision will be final.

B. Selection - The Professional Services Committee shall evaluate the proposals submitted by all firms. A short list of firms from proposals received will be ranked in order and may be selected for public presentation to the committee. Final approval will be by the Board of County Commissioners.

C. Criteria for Award - The County will review all qualified responses. If additional information is required to properly evaluate the responses, all or some of the proposers may be requested to provide an oral presentation.

Award of this RFP shall be made to the proposer who, in the sole opinion of the County, is most qualified to perform the services required. Points will be awarded as follows, for each location identified in the proposal:

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Score</i>
1. Report on the Firm - Describe your experience and background to provide the services listed in your proposal.	1 – 15	=
2. Provide concept for operation of equipment rental including but not limited to: a) fees b) list of items w/prices, names of providers of products c) availability of canoe, kayak, or bicycle tours d) hours of operation e) staffing levels and competencies	1 – 20	=
3. Describe standards you have for ensuring a quality-run operation. Please indicate such things as maintenance programs and safety measures (i.e. rules, safety gear requirements)	1 – 15	=
4. Describe ideas (promotions, advertising, publicity, special events, redesign of layout) you have for the equipment rentals that would distinguish it from other equipment rental dealers.	1 – 10	=
5. Proposed Rent to pay to the County.	1 – 30	=
6. Local Preference	0 or 10	=

RP-20 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

- 08/25/09 County advertises for proposals
- 09/09/09 Pre-Submittal meeting
- 09/24/09 Proposal due date
- 10/05/09 Professional Svs. Committee shortlists firms

END OF PART III

AFFIDAVIT

Proposer affirms that information provided as it relates to Location of Working Office is true and meets the definition and criteria as defined below:

Local office means the company has a valid Business Tax License issued by Charlotte County at least 6 months prior to the proposal submission to do business within Charlotte County that authorizes the business to provide the services, and a physical business address located within the limits of Charlotte County from which the company operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a company shall not be considered having a "Local Office" unless it contributes to the economic development and well-being of Charlotte County in a verifiable and measurable way (as identified by the criteria below). Also, companies must demonstrate and document the in-County/in-office capability and availability of the personnel working in the local office and the type of services performed at this location that is pertinent to the type of project. Companies shall affirm in writing their compliance with the foregoing at the time of submitting their proposal to be eligible for consideration as having a "Local Office". A company who misrepresents the local preference status of its company in a proposal to the County will lose the privilege to claim local preference for a one-year period.

State of Florida
County of Charlotte

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ Day of _____, 20_____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

The undersigned Vendor in accordance with Florida Statute 287.087 hereby certifies that _____(name of business) does:

- 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 bid 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 bid, 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 893 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature _____

Date _____

END OF PART IV

(This form must be completed & returned)