

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

REQUEST FOR QUALIFICATIONS

**RFP No. 21/22-25, Management of Knight's Marina Facility
(RE-BID)**

**DUE DATE: Thursday, January 6, 2022 - 4:00 PM
OPEN DATE: Friday, January 7, 2022 -9:00 AM**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

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Attachments:

Form W-9

Vendor Registration Form

Site Map

Marina Berthing Agreement

Sample Lease

Sample Business Plan / Marketing Plan

Sample Budget Plan

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN sealed proposals will be received until 4:00 P.M., Thursday, January 6, 2022, at the Clay County Administration Building, fourth floor, Purchasing Department, 477 Houston Street, Green Cove Springs, Florida 32043 for the following:

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

Proposals will be opened at 9:00 AM., or as soon thereafter as possible, on Friday, January 7, 2022 in the Clay County Administration Building, Conference Room "B", fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud and preserved in the custody of the Purchasing Department for later examination. The Finance and Audit Committee of the Board will present its recommendations to the Board of County Commissioners as soon thereafter as possible.

Proposals will not be valid unless received by the RFP deadline and in a sealed envelope marked **"RFP No. 21/22-5, Management of Knight's Marina Facility"** to be received until 4:00 P.M., Thursday, January 6, 2022. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

Five (5) copies (one marked original) and one electronic copy of the Proposals must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Bids in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Bids (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected. Interested vendors are advised that the Clay County Board of County Commissioners has a local preference policy and Buy American policy. The complete policy for both can be viewed at:

<https://www.claycountygov.com/home/showdocument?id=926>

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT:

[HTTP://WWW.CLAYCOUNTYGOV.COM/DEPARTMENTS/PURCHASING-DIVISION/BCC-BID-TABS-CURRENT-BIDSINTENT- BIDS-REJECTION-BIDS](http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bidsintent-bids-rejection-bids)

THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [WWW.CLAYCOUNTYGOV.COM](http://www.claycountygov.com) BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

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 OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT 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, FLORIDA STATUTES, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

BID ADVERTISEMENTS SCHEDULE

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

(CLAY TODAY) For publication on: November 25, 2021 & December 2, 2021

(CLAY COUNTY WEBSITE) For: November 25, 2021

Howard
WanamakerCounty
Manager

REQUEST FOR BID INSTRUCTIONS

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

NOTICE IS HEREBY GIVEN sealed Proposals will be received until 4:00 P.M., Thursday, January 6, 2022, at the Clay County Administration Building, fourth floor, Purchasing Department, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

Proposals will not be valid unless received by the bid deadline.

Proposals will be opened at 9:00 AM., or as soon thereafter as possible, on Friday January 7, 2022 at the same location in the presence of the Purchasing Department staff and all other interested persons.

TIMETABLE

Date of Advertisement: November 25, 2021 & December 2, 2021

Last Date of Inquiries: December 15, 2021

Final Addendum: December 29, 2021

Bid Due: January 6, 2022

Bid Open: January 7, 2022

Evaluation Committee: January 14, 2021

The following are proposed dates for Recommendation of Award or Contract. The County reserves the right to alter dates as needed.

BCC: January 25, 2022

For information concerning procedures for responding to this Bid or inquiries, contact Alyssa Hamilton in the Purchasing Department at (904) 529-4220 or by email: purchasing@claycountygov.com

All Proposals shall be submitted to the Purchasing Department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the Sealed Bid Envelope. The deadline for receipt of a particular Bid submittal shall be per the Request for Proposals. All Proposals must be physically received by the Purchasing Department prior to the deadline indicated in the Request for Proposals. A Proposal may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Proposal shall be entirely at the risk of the Proposer submitting the same, and any Proposal so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing Department will maintain custody and control of all Proposal submittals until after they have been opened. The Purchasing Department shall serve as the permanent record holder of all Proposal submittals for the County Manager.

Five (5) copies of the Proposal must be received in a sealed envelope containing the attached Form W-9, the Marina Berthing Agreement, and proof of insurance for evaluation by Clay County.

Sealed Bid Envelope: Each Bid and its accompanying materials shall be submitted in a single, sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:

- a. The number assigned to the particular Request for Bids
 - b. The title of the Bid exactly as it appeared in the Request for Bids.
 - c. The date of the Bid Opening.
1. **Addenda:** All Addenda language issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the County's sole discretion.
 2. **Addenda Distribution:** All Addenda distributed subsequent to the initial distribution of the Request for Qualifications shall be distributed in the same manner as the initial distribution of the Request for Qualifications. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.
 3. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
 4. **Americans with Disabilities Act:** In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator, by mail, at P.O. Box 1366, Green Cove Springs, FL 32043, or by telephone at (904) 269-6300, no later than seven (7) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay service at 1-800-955-8770 (voice), or 1-800-955-8771 (TDD).
 5. **Award:** The Bid will be awarded to the responsible Bidder submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple Bidders. The County reserves the right to negotiate prices with the responsive and responsible low Bidder, provided that the Scope of Work of the Solicitation remains the same.
 6. **Bid Addenda:** All Addenda distributed subsequent to the initial distribution of the Request for Bids shall be distributed in the same manner as the initial distribution of the Request for Bids. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.
 7. **Bid Bond: Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.** The term bid bond shall include bonds or cashier or certified checks payable to the County.
 8. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will

govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

9. **Bid Preparation Costs:** By submission of a Bid, The Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
10. **Bid Protests:** Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be found in Chapter 8 of the County Purchasing Policy, which is attached hereto or can be found on the County's website by following the appropriate links from the Homepage at <https://www.claycountygov.com/home/showdocument?id=926>
11. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
12. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
13. **Claiming Buy American Preference (if applicable):** If Bidder affirms that it qualifies for a Buy American Preference as defined below and in accordance with Buy American Act of 1933, as set forth in 41 U.S.C. Chapter 83, and the Presidential Executive Orders reiterating the intent to use the Buy American Act to the greatest extent permitted by law, then the Affidavit Claiming Buy American Preference, included as a part of the bid package, if applicable, must be completed.

Buy American Purpose:

- (i) Bidder uses American-made Goods when County funds are expended. A domestic preference for Goods that are manufactured, assembled or produced in the United States encourages the selection and utilization of American-made Goods

which in turn promotes the local and regional economy, as well as strengthens state and national economic interests. Further, a domestic preference promotes security, good government and the general convenience of the County's citizens.

- (ii) A person or business entity which utilizes for at least 51% of the components of the final Good manufactured, assembled or produced to be sold to the County is made in the United States and an affidavit supporting the assertion that 51% of the components of the Good is American manufactured, assembled or produced and at the time of the solicitation submit the Buy American Affidavit of Eligibility identified in paragraph below.

Buy American Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to Buy American status:

- (i) Name of Project Bidding/Quoting (including Bid Number if applicable);
- (ii) Claiming Eligibility under Buy American;
- (iii) Company name, Signature, Title, Physical Business Address, County, & notarized;
- (iv) Certification to verify Buy American status along with supporting documentation.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Buy American Preference. Such decision shall not be disputed nor protested.

Bidding/Quotes: For procurement secured through competitive bids or written quotes, and except where federal, state or local laws, regulations or policies mandate to the contrary, a Buy American preference will be given when its bid/quote offering American manufactured, assembled, or produced Goods, that is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted. The Bidder qualifying for the Buy American Preference will be entitled to match or beat the lowest bid/quote submitted and then be considered the lowest, best Bidder. The Purchasing Department will notify the responsive and responsible lowest Bidder qualifying for the Buy American Preference that they have forty-eight (48) business hours to re-submit a bid or written quote that matches or beats the low bid or written quote by the lowest Bidder. If the lowest Bidder qualifying for the Buy American preference fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted.

Proposals: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all

bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

13. Claiming Status as a Local Business (if applicable): If Bidder affirms that it is a local business as defined below and in accordance with Resolution No. 2018/2019-2 adopted by the Clay County Board of County Commissioners, then the Affidavit Claiming Status as a Local Business, included as a part of the bid package, if applicable, must be completed.

“Local Business” means either:

- (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of (12) twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility identified in paragraph below; or
- (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-Contractors or suppliers, meaning sub-Contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility identified in paragraph below.

Local Business Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:

- (i) A physical business and location address in Clay County;
- (ii) Proof of payment of business license, lease agreement, and/or real property tax due to Clay County;
- (iii) A copy of the business’s most recent annual corporation report to the Florida Division of Corporations; and
- (iv) Any additional information necessary to verify local status.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.

Bidding/Quotes: For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or

beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best Bidder. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local Bidder fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.

Proposals: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

14. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's Consultant or any of its branches.
15. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and

provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Sub-Contractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require Contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at:

http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm.

Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

16. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.
17. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.
18. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
19. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act

or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

20. Inquiries/Questions: Any questions regarding this Bid or plans must be directed to Purchasing Point of Contact as listed above. Written inquiries/questions must be received by the specified date in the Timetable. Responses to questions, clarifications, and addenda shall be distributed in the same manner as the initial distribution of the Request for Qualifications. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

21. Insurance Requirements: Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:

- a. Commercial General Liability
 - i. General Aggregate \$1,000,000
 - ii. Products and Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
 - v. Fire Damage (any one fire) \$50,000
 - vi. Medical Expense (any one person) \$5,000
- b. Automobile Liability \$1,000,000
Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages
- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$100,000
 - b. Disease-Policy \$500,000
 - c. Disease-Each Employee \$100,000
- d. Professional Liability
 - 1. When required by Contract – Per occurrence \$1,000,00

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Proposals. Any additional or modified insurance requirements will be set forth in the Request for Proposals as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and Sub-Contractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its Employees, agents, boards and commissions, as their interests may appear" as "Additional Insured", with the exception of workers compensation and professional liability. The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
23. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
24. **No Contact Period:** During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Proposals in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Proposals (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the

designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

25. **Payments:** All payments made under this Proposal will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
26. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000⁰⁰ or less. Prior to commencement of a project exceeding \$200,000⁰⁰, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
27. **Presentations:** At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.
28. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List.
29. **Public Records – Proprietary/Confidential Information:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

30. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Bidder in order to make the final determination of acceptability of the Bidder to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

31. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
32. **Sub-Contractors:** The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.
33. **Use of Contract by other Government Agencies:** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

34. **Vendor Debarment:** By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
35. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
36. **Withdrawal of Bid:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

EVALUATION CRITERIA:

The Evaluation Committee will review and consider only those Proposals which are deemed to be responsive. Proposals shall be evaluated using the information and documentation submitted pursuant to the following criteria. The Bid shall be awarded to the most qualified Proposer that **meets all requirements of the Proposal**, and the requirements of the State of Florida. **Proposers must provide ALL of the information requested in Sections A through E and Company Requirements / Proposal Contents (located on page 22 and 23), in order to be considered responsive.**

SECTION A. PROJECT UNDERSTANDING/ PLANS (25 maximum points)

Demonstrate a clear understanding of the services requested in this RFP and provide introspective plans (Business/Operational Plan/ Transition Plan).

- Include a narrative to show the proposer understands the scope and objectives to be performed regarding a Marina.
- Describe the approach to the services as required in this RFP and the specific work plan to be employed to manage the Marina.
- Provide a Transition Plan that details the process of how your business will move to take over management, operations, labor, materials, supplies, equipment, utilities, maintenance, and licenses associated with the operation of a concession and bait store, wet slip rentals, and sale of fuel at the Knight's Marina Facility.
- Provide a Business/Operational Plan that includes a marketing plan, budget showing potential revenues and expenses and an emergency plan tailored to fit the Knight's Marina Facility.
- Provide proposed hours of operation (i.e. days of the week / times).

SECTION B. PROPOSED RATES (25 maximum points)

- Provide proposed monthly rental rate (No less than \$1,300.00)/ management rate.
- Provide proposed rent/management rate beyond first year of operation.
- Provide proposed slip rental rate.
- Provide proposed revenue share.

Rates are subject to final negotiation. Justification for management rate must be provided.

SECTION C. QUALIFICATIONS (20 maximum points)

Professional qualifications of company and specific individuals to be assigned to services.

- Provide written documentation which demonstrates that your business is licensed under Florida Statutes to perform the professional services sought in this RFP
- List all Key Personnel, the number and size of staff, and resumes of those individuals to be assigned to these services. Discuss overall experience of staff as it relates to the services being sought.

SECTION D. REFERENCES/EXPERIENCE (15 maximum points)

Prior similar work performed satisfactorily.

- The response shall include at least three (3) references for similar services provided by your Company and the dates of service. Please include the reference name, company, email address, and phone number. Include a description of the services and key personnel that were involved in each project.

SECTION E. FINANCIAL CAPABILITY (15 maximum points)

For management of facility operations.

- Provide form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank references; any other information the applicant may wish to supply to verify financial responsibility.
- An affirmative statement that the Vendor is not requiring any financial assistance from the County.

Provide any other documentation, which the Company believes to be relevant, not otherwise requested.

POINT CRITERIA

<u>Submittal Impact</u>	<u>25 Points Question</u>	<u>20 Points Question</u>	<u>15 Points Question</u>
Excellent	19 to 25	15 to 20	11 to 15
High	13 to 18	10 to 14	7 to 10
Medium	7 to 12	5 to 9	4 to 6
Minimal	0 to 6	0 to 4	0 to 3

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

(As provided by the Parks and Recreation Department)

PURPOSE:

Clay County is seeking the services of a Vendor to enter into a lease agreement / management agreement with the County to lease certain real property owned by the County known as the Knight's Boat Ramp and Marina ("Knight's Marina Facility"), located at 1470 River Lane (off Hwy. 17)

Green Cove Springs, FL 32043, and to provide all management, operations, labor, materials, supplies, equipment, utilities, maintenance, and licenses associated with the operation of a concession and bait store, wet slip rentals, and sale of fuel at the Knight's Marina Facility.

Any potential bidder interested in touring the Knight's Marina Facility, contact Alyssa Hamilton in the Purchasing Department at (904) 529-4220 or by email: purchasing@claycountygov.com

PROPOSED SERVICES

Concession/Bait Store Operations - Vendor will manage and operate a Concession/Bait Store at the Knight's Marina Facility. The Vendor will offer for sale to the public certain items, which include, but are not limited to, boating supplies, fishing tackle, bait, soft drinks, snacks, staple groceries, prepared food, ice, rental of canoes, kayaks, jet skis, fishing boats under 20' in length, and other related items.

Wet Slip Rentals - The County owns wet slip rental space and is seeking a vendor to manage and rent those spaces to the public. Vendor will assume this responsibility. Vendor will adhere propose a rate plan and terms/conditions of the County's Marina Berthing Agreement for the first year of the lease term. Annually, the Vendor can petition the County to change rates and/or terms.

Fuel - It is the desire of the County for Vendor to consider incorporating fuel sales on site at the Knight's Marina Facility. While this is not a requirement for award, it is an option that the County would like the Vendor to consider. The site is amenable for the installation of a commercial fueling station. The installation of this equipment would be the sole expense of the Vendor. All required permitting and licensing fees would also be the responsibility of the Vendor. Vendor shall provide proper containment and disposal of waste oils and other hazardous materials generated by the installation/operation of the fueling system. Any and all fueling stations that are installed during the contract period will become a permanent addition to the location.

SCOPE

Once a Vendor is selected, the County will negotiate a lease agreement/management agreement with that Vendor. An example lease agreement is attached to this RFP. The finalized lease agreement / management agreement will contain standard requirements of the County and will require the approval of the Clay County Board of County Commissioners.

Term of the initial lease shall be three (3) years with an option for two (2) additional one (1) year renewal terms.

A. PREMISES

The leasehold premises will include the following as illustrated on the map attached to this RFP:

- 1) Concession/Bait Store - Located at 1497 River Lane, Green Cove Springs, Florida 32043. SF +/- 448 sq ft of floor space, additional outside storage of +/- 105 sq ft.
- 2) Dedicated Rental Space - Located on the west side of the Concession/Bait Store Building there are 4 dedicated wet slips for use in conjunction with boat rentals.
- 3) Dedicated Storage Area - Located directly behind the Concession/Bait Store Building there is approximately 2,500 ft of space that can be used for storage of canoe and kayaks for rental.
- 4) Wet Slip Rentals - Located immediately in front of the Concession/Bait Store Building there are approximately 30 wet slips currently available for rent to the general public as depicted on map.

B. RENT/ REVENUE SHARE

Initial Monthly Base Rent – Rent for the first year of the lease term will be \$1,300.00 per month. This amount represents half the average monthly base rent the County takes in on slip rentals at the Knight's Marina Facility and was derived using historical data from slip rental monies.

Rent Proposal Guidelines – When preparing proposal for rent offered to the County beyond the first year of the lease term, the minimum rent cannot be lower than Initial Monthly Base Rent of \$1,300.00 per month. Calculations for proposed rent should be defined in Vendor's comprehensive business plan. Potential revenue share should be proposed among various revenue streams (i.e.: \$1/ft per vessel from the berthing fees resulting in roughly a 83-17 split.) Provide a proposed rate to be charged for slip rentals (see example marina berthing agreement).

Management Rate Proposal Guidelines – Provide a form of justification for your proposed rate.

VENDOR/TENANT/LESSEES RESPONSIBILITIES

Tenant shall be responsible for the following:

- 1) Utilities and Maintenance - Tenant shall be responsible for all utilities for the leased premises, including but not limited to telecommunication lines, internet, telephone, electricity, refuse removal, sewer and water.
- 2) Paying all applicable sales tax to the State of Florida.
- 3) Providing and maintaining all required licenses - i.e. Fishing, Food Handling, etc.
- 4) Providing all interior building furnishings, decorations, displays, etc.

- 5) Purchasing and maintaining all inventory, goods and services that are necessary for operating the business.
- 6) Litter control on site.
- 7) Maintaining interior of any buildings.
- 8) Enforcing prohibition of living aboard vessels.
- 9) Adhering to prohibition of alcohol sales.
- 10) On-site security during operational hours.
- 11) Seeing that no mechanical repair work takes place on County property.
- 12) Constructing rack for storage of canoes/kayaks.
- 13) Providing County with emergency response plan in the event of a storm or other acts of God.
- 14) Ensuring that any and all rental boats/jet skis are kept current in registration with the State of Florida.
- 15) Ensuring that public use slips/tie ups on Marina Docks are not rented and remain available for use by the general public.
- 16) Providing customers with published hours of operation, i.e. on-site advertising, website and on County's website. This information must remain current and up to date.

COMPANY REQUIREMENTS

A proposal must contain the following items to be considered responsive:

A. MINIMUM QUALIFICATIONS:

To be eligible for consideration for the RFP, the Vendor must demonstrate by submitting with their proposal the following minimum qualifications:

- 1) Vendor must demonstrate that they are an active legal entity, licensed to do business in the State of Florida.
- 2) Demonstrated prior experience in the operation of a Concession/Bait Store or business that is focused on providing services and/or amenities to Marina tenants and boaters, such as convenience store and food service. Experience must be demonstrated by Vendor and not by an affiliate of the Vendor.

- 3) Demonstrated financial capability to operate the proposed business and meet all the requirements contained within (example of financial statements or P&L statements).
- 4) Provide references from three (3) past clients of similar work.

The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.

At the discretion of the Board of County Commissioners or the Review Committee, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

PROPOSAL CONTENTS

A proposal must contain the following items to be considered responsive:

- 1) Names and resumes of corporate / company officers / owners and onsite Manager
- 2) Company address / location(s) and other appropriate contact information
- 3) A full description of the Vendors entity (corporation, partnership, etc.) and identification of all person, parties, or entities having a beneficial and/or financial interest in the proposal.
- 4) A list all Key Personnel, the number and size of staff, and resumes of those individuals to be assigned to these services.
- 5) Listing of all businesses that the Vendors and/or its principals have operated within the last three (3) years. If it has been more than three (3) years, please list any past businesses which are being relied upon to meet the minimum experience requirements.
- 6) At least three (3) references for similar services provided by your Company and the dates of service. Please include the reference name, company, email address, and phone number.
- 7) Documentation reflecting that the organization is active and in good standing.
- 8) An affirmative statement that the Vendor is not requiring any financial assistance from the County.
- 9) Written documentation which demonstrates that your business is licensed under Florida Statutes to perform the professional services sought in this RFP
- 10) Provide a specific work plan to be employed to manage the Marina.
- 11) Provide a Transition Plan
- 12) Provide a Business/Operational Plan that includes a marketing plan, budget showing potential revenues and expenses and an emergency plan tailored to fit the Knight's Marina Facility.

- 13) Provide proposed hours of operation (i.e. days of the week / times).
- 14) Provide proposed monthly rental rate (No less than \$1,300.00)/ management rate.
Rates are subject to final negotiation. Justification for management rate must be provided.
- 15) Provide proposed slip rental rate.
- 16) Provide proposed rent beyond first year of operation.
- 17) Provide proposed revenue share.

**RFP No. 21/22-25, Management of Knight's Marina Facility
(RE-BID) BID SHEET**

Company name here

Description	
Proposed Monthly Rental Rate/ Management Rate	\$
Proposed Rent/ Management Rate Beyond The First Year	\$
Proposed Slip Rental Rate	\$
Proposed Revenue Share	

The information requested above does not come to a total. It is individual proposals.

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

(As provided by the Parks and Recreation Department)

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: _____

MAILING ADDRESS: _____

EMAIL: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion For**

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.**
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.**

Vendor:

By: _____

Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification
[RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement
RFP No. 21/22-25, Management of Knight’s Marina Facility (RE-BID)

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Alyssa Hamilton, Purchasing@claycountygov.com

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____ Zip: _____

CHAPTER 8: PROCEDURES FOR FORMAL COMPETITIVE BID PROCESS

A. Purpose of Request for Bids Process and Alternative Processes.

1. Purpose. The purpose of this chapter is to specify procedures for the submittal, receipt, opening, and recording of all responses to all formal Request for Bids required by all of the various laws, ordinances, and other procedures and manuals governing the request for and awarding of public Bids in Clay County, Florida, including but not limited to:
 - a. Section 336.44, Florida Statutes.
 - b. Section 287.055, Florida Statutes.
 - c. Section 255.20, Florida Statutes.
 - d. Applicable provisions of Clay County Code.
 - e. Florida Department of Transportation Standard Specifications, most recent edition.
2. Alternative Formal Competitive Processes. Although the use of a formal competitive Request for Bids process is the preferred process, another process should be used when it is difficult or inappropriate to define the scope of the work required, when the service or purpose of the acquisition may be satisfied in several different ways, when the qualifications and quality of service are considered primary factors instead of price, or when responses contain varying levels of service which may require subsequent negotiation to prescribe the required specificity. Many times the potential need for presentations, discussions or negotiations and use of evaluation factors in addition to price must be considered to determine what is in the Best Interest of the County. In such circumstances, the County Manager shall determine if the use of a competitive process other than the formal Request for Bids process, such as a Request for Proposal (RFP), Request for Qualification (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, is advantageous to the County and if so, direct the Purchasing Department to utilize such process.

If an alternative process is chosen, the alternative process shall utilize and be subject to the same procedures and rules, with any necessary modifications, as outlined in this Chapter 8 for a Request for Bids.

B. Request for Bids.

1. With the written approval of the County Manager, the Purchasing Department may advertise for Bid all items included in or provided for in the current fiscal year Budget.

Items not included in the current fiscal year Budget must come before the Finance and Audit Committee for a recommendation to the Board for consideration prior to any advertising for Bids.

2. The County Manager shall, in cooperation with Department Heads, submit to the Purchasing Department a Request for Bids form signed by the Department Head that includes a scope of work. Upon receipt, the Purchasing Department shall assemble the request package and assign a specific and discrete number and title to each Request for Bids, which shall be contained in the Request for Bids, the newspaper publication, the specifications, and any Bid form. The Purchasing Department will post the Request for Bids in a newspaper publication and on the County's website and may forward it to any requesting Vendors by U.S. Mail or e-mail.
3. Published Notice. Notice of each Request for Bids shall be posted in a newspaper of general circulation within the County for at least ten (10) days prior to the Bid Opening date excluding Sundays and holidays.

The Published Notice, as well as the Request for Bids, shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [HTTP://WWW.CLAYCOUNTYGOV.COM/DEPARTMENTS/PURCHASING-DIVISION/BCC-BID-TABS-CURRENT-BIDSINTENT-BIDS-REJECTION-BIDS](http://WWW.CLAYCOUNTYGOV.COM/DEPARTMENTS/PURCHASING-DIVISION/BCC-BID-TABS-CURRENT-BIDSINTENT-BIDS-REJECTION-BIDS) THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: WWW.CLAYCOUNTYGOV.COM BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING

UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND TO WAIVE TECHNICAL AND NON-TECHNICAL OR NON-MATERIAL DEFECTS IN THE REQUEST OR SUBMITTAL OF ANY BIDS.

4. Utility Relocation Agreements. Prior to requesting Bids for right of way improvements and other public works projects that require the removal or relocation of utilities, Agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of Agreement as may be appropriate for accomplishing the requirements.
5. Bid Addenda. All Addenda distributed subsequent to the initial distribution of the Request for Bids shall be distributed in the same manner as the initial distribution of the Request for Bids. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.

C. No-Contact Rule.

1. During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Bids in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided for in the Request for Bids (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.
2. The purpose of the No-Contact Rule is to prevent any one Bidder from gaining an advantage over other Bidders through lobbying or otherwise attempting to influence the purchasing decision through discussions or the presentation of information or materials

outside of the process contemplated in the Request for Bids package and this Purchasing Policy, and also to ensure that the dissemination of information from the County to Bidders regarding the Request for Bids is equal and uniform.

3. The violation of the No-Contact Rule shall result in the automatic disqualification of any Bid submitted by the violator in response to a Request for Bids. See Section J regarding violations and disqualifications related to the No-Contact Rule.

D. Bid Submittals.

All Bids shall be submitted as specified in the Request for Bids (and if applicable only on the forms provided by the County).

1. Sealed Bid Envelope. Each Bid and its accompanying materials shall be submitted in a single, sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:
 - a. The number assigned to the particular Request for Bids.
 - b. The title of the Bid exactly as it appeared in the Request for Bids.
 - c. The date of the Bid Opening.
2. Public Entity Crimes. Each Bid shall conform to the requirements of Section 287.133, Florida Statutes, regarding public entity crimes.
3. Contractor Certification. All Contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of responding to a Request for Bids and must submit evidence of such at the time of submission of any Bid.
4. Bidder's Insurance Requirements. Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:
 - a. Commercial General Liability
 - i. General Aggregate \$1,000,000
 - ii. Products and Completed Operations Aggregate \$1,000,000

- | | |
|--------------------------------------|-------------|
| iii. Personal and Advertising Injury | \$1,000,000 |
| iv. Each Occurrence | \$1,000,000 |
| v. Fire Damage (any one fire) | \$50,000 |
| vi. Medical Expense (any one person) | \$5,000 |
- b. Automobile Liability \$1,000,000
- Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages
- c. Workers Compensation/Employers Liability
- | | |
|---------------------------|------------------|
| 1. Workers Compensation | statutory limits |
| 2. Employers Liability | |
| a. Each Accident | \$100,000 |
| b. Disease-Policy | \$500,000 |
| c. Disease-Each Employee | \$100,000 |
| d. Professional Liability | \$1,000,000 |
- When required by Contract -per occurrence

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Bids. Any additional or modified insurance requirements will be set forth in the Request for Bids as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and subcontractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its Employees, agents, boards and commissions, as their interests may appear" as "Additional Insured." The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

5. Bid Bond. Any Bid submitted requires a five (5) percent bond unless waived or reduced by the County Manager prior to the Request for Bids, which Bid Bond cannot be withdrawn for a period of thirty (30) days subsequent to the date of the Bid Opening, notice of which shall be incorporated in any Request for Bids. As used herein, the term Bid Bond shall include bonds or cashier or certified checks payable to the County.

The failure to include within the Sealed Bid Envelope a proper Bid Bond, whether a bond or other security approved herein, if required for the particular Request for Bids, shall result in automatic rejection of a Bid and constitute a waiver of the right to protest the Request for Bids, any Addendum thereto, or the Bid Decision, and to initiate a formal protest proceeding.

The Bid Bond, whether a bond or checks, shall be held by the Purchasing Department for safekeeping immediately upon receipt of the Bid (but not deposited). The Purchasing Department is hereby authorized to return each Bid Bond to the Bidder, as soon as practicable, upon written request, but only after a Bid and Contract have been awarded and executed between the County and the successful Bidder for a particular project, or in the event that all Bids have been rejected by the Board, or in the event the time provided that the Bid shall remain in effect shall have expired and the Bidder requests its return in writing.

The following are exempt from the Bid Bond requirement:

- a. SHIP. Bidders bidding on SHIP rehabilitation projects are exempt from the Bid Bond requirements delineated above or as may be otherwise stated elsewhere in this Purchasing Policy.
- b. Fixed Unit Price. Bidders bidding on Contracts with a fixed price, or any other type of Contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a Fixed Unit Price Commitment from a Bidder in the event a future purchase decision is made, shall be exempt from the Bid Bond requirements delineated above or as may be otherwise stated elsewhere in this Purchasing Policy.

A prospective Bidder is solely responsible for determining whether a particular Request for Bids requires a Bid Bond, and for resolving any doubt by making appropriate inquiry.

E. Receipt of Bid Submittals.

All Bids shall be submitted to the Purchasing Department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the Sealed Bid Envelope. The deadline for receipt of a particular Bid submittal shall be per the Request for Bids. All Bids must be physically received by the Purchasing Department prior to the deadline indicated in the Request for Bids. A Bid may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Bid shall be entirely at the risk of the Bidder submitting the same, and any Bid so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing Department will maintain custody and control of all Bid submittals until after they have been opened. The Purchasing Department shall serve as the permanent record holder of all Bid submittals for the County Manager.

F. Bid Opening.

No Bid shall be opened unless and until proof by publisher's affidavit of the Publication Notice of the Request for Bids is received by the Purchasing Department. All Bids properly submitted shall be opened in a public location so designated in the Request for Bids. Bidders and the public are welcome to attend and observe without opportunity to comment at the Bid Opening.

At the Bid Opening, the Purchasing Department shall first, prior to opening any Bids, reject any Bids which do not meet the requirements set forth in the Request for Bids for time of submittal and return such unopened. Next, the Purchasing Department shall open the remaining Bids and prepare a tabulated list of all Bidders and their Bids, including Bid number, Vendor name, amount of Bid, and verification of required documents. The Bid Tabulation Form used at Bid Openings shall include a place thereon for three witnesses to sign, to eliminate the need for signing each individual Bid at the time of opening. In all events, the County Manager or his or her designee shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular Bid, a list of all Bidders and their Bids.

G. Review and Recommendation.

1. Review.

After the opening of a Bid, a copy of each Bid shall be distributed to the originating Department Head or his or her designee. The Department Head or his or her designee and the Purchasing Department will thereafter assign staff or an Evaluation Committee for review, when required. All staff or committee members assigned to evaluate Bids or responses, when applicable, shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance. Bidders and the public may attend and observe without opportunity to comment any Evaluation Committee meetings.

The exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting Bids or Proposals in response to any purchase of Goods or Services is reserved by staff or an Evaluation Committee when determining what is in the Best Interest of the County.

Bid Awards for Request for Bids shall be awarded based on the lowest responsive bid. The term "Lowest Responsive Bid" shall mean the lowest Bid price submitted by a Responsive and Responsible Bidder. The term "Responsive Bidder" means a Bidder that has submitted a Bid, Proposal or reply that conforms in all material respects to the Request for Bids. The term "Responsible Bidder" means a Bidder who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

Awards for alternative competitive processes, such as a Request for Proposal (RFP), Request for Qualifications (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, should be based on evaluation criteria specified in the request, in addition

to price, to determine what is in the Best Interest of the County.

Any Bid that does not meet the requirements for time of submittal, inclusion of a Bid Bond, if required, or contains material defects will be rejected, declared a “No Bid” and the reasons for such so stated.

2. Recommendation.

After review, an award recommendation to include but not be limited to the Lowest Responsive Bid, or in a proper circumstance the best Bid or response, and Budget information is prepared for submittal to the Finance and Audit Committee. Under extenuating circumstances an award recommendation may be submitted directly to the Board with a written memorandum setting forth the facts, circumstances and reasons why such is being presented directly to the Board. The Purchasing Department may include the Contract or Agreement to be entered into with the successful Bidder for approval at the same time as the recommendation of the award, which approval will be subject to the 72 hour Bid Protest Period.

The Bids and award recommendation, along with any accompanying Contract or Agreement, shall thereafter be reviewed by the Finance and Audit Committee who in the absence of unusual circumstances, shall report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include the tabulated list of all Bidders and their Bids.

H. Bid Award.

The Board reserves the right and power to reject any and all Bids without cause and to waive technical and non-technical or non-material defects in the Request for Bids or submittal of any Bid, and in its discretion to re-advertise the Request for Bids. The Board reserves the right to award Bids, quotes, or Proposals which would be in the Best Interest of the County.

When only one Bid is received for the purchase of an item or a group of items, the Board shall review the Request for Bids and Bid in order to determine the reasons, if any, why only one Bid was received. The Board may accept the only Bid or it may direct that a second call for Bids be issued. If the only Bid is accepted then the reasons for accepting the single Bid as well as reasons for not rebidding, shall be included in the minutes of the Board.

Unless otherwise expressly directed by the Board in its Bid Decision, immediately following the Board's decision the County Manager shall cause a “Notice of Intent to Award Bid” or a “Notice of Rejection of All Bids” to be posted on the County's website, with the time and date of posting appearing thereon. No other posting of such notices are required. The notice shall be posted in portable document format or other secure format.

I. Bid Protest Procedures.

In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or intended decision concerning a document, award, or other process or procedure in this Chapter and who has standing to protest a decision or intended decision under Florida law, must timely file a Bid Protest seeking to challenge the decision or intended decision in strict adherence to the following procedures. These procedures shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of Bid Protests.

1. Notice of Bid Protest. Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision.
2. Protest Petition. A formal Bid Protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal Bid Protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth Calendar Day immediately following the date on which the written notice of protest was filed; provided, if the tenth Calendar Day is not a Business Day, then the petition must be filed no later than 4:30 p.m. on the first Business Day immediately following the tenth Calendar Day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Fla. Admin. Code R. 28-106.201.
3. Filing of Notice of Protest and Petition. The filing with the County Manager of a written notice of protest or of a written petition initiating a formal Bid Protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service, of the United States Postal Service, or any other type of delivery service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.
4. Waiver. The failure by a prospective Bidder to file a 1) written notice of protest and 2) written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective Bidder's right to protest the Request for Bids, any Addendum thereto, or the Board's Bid Decision, as applicable, and to initiate a formal protest proceeding hereunder.

5. Any Bid Protest of a Request for Bids or Bid Addendum shall pertain exclusively to the terms, conditions, and specifications contained in a Request for Bids or Bid Addendum, including any provisions governing the methods for ranking Bids, Proposals, or replies, awarding Contracts, reserving rights of further negotiation, or modifying or amending any Contract.
6. Suspension. Upon receipt of a formal written notice of Bid Protest that has been timely filed, the County Manager shall suspend the Request for Bids or Bid Award process, including entry into any accompanying Contract or Agreement, until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the Request for Bids or Bid Award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.
7. Notice of Receipt of Petition and Suspension. Within three (3) Business Days of receipt of a written petition initiating a formal protest proceeding, the County Manager or his or her designee shall provide notice to any Bidders of the written petition and that the Request for Bids or Bid Award process has been suspended until the subject of the protest is resolved by final action as specified in this section. Upon receipt by the Bidder of the notice, the Protest Period commences.
8. Intervenors. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Chapter 28- 106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
9. Resolution by Mutual Agreement. In his or her discretion, the County Manager may provide an opportunity to resolve the Bid Protest by a mutual Agreement between the County Manager and the protesting party within seven (7) Calendar Days after receipt of a timely written petition. Such Agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The Agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the Agreement, then the Bid Protest shall proceed to resolution as hereinafter provided.
10. Hearing. Within ten (10) Business Days following the timely filing of a written petition, or, if the Board shall have considered but failed to ratify an Agreement submitted to it under section 9 above, then within ten (10) Business Days thereafter, a hearing shall be conducted before a Hearing Officer, who shall be the County Manager or his or her designee. The County Manager may designate any Department Head as the Hearing Officer; provided, a

Department Head who is substantially involved in or connected with the Request for Bids or Bid Award process shall be deemed disqualified from serving as the Hearing Officer, unless such involvement or connection is purely ministerial in nature. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the Hearing Officer specifying the time, date and place of the hearing.

The rules and procedures governing each hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the Hearing Officer in his or her discretion in accordance with the rules governing the same set forth in Fla. Admin. Code R. 28-106.204. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the Hearing Officer at least two (2) Business Days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the Hearing Officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the Hearing Officer at the hearing in proper person or through Counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any Assistant County Attorney may participate in the protest proceeding, appear before the Hearing Officer, present evidence and be heard on behalf of the County.

- e. All witnesses shall be placed under oath by the Hearing Officer prior to testifying, and shall be subject to cross-examination by any Hearing Participant
- f. Hearsay evidence shall be admissible unless the Hearing Officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any Hearing Participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously, and shall provide copies of the same to all of the Hearing Participants.

11. Order.

- a. Within seven (7) Business Days following the hearing, the Hearing Officer shall submit a recommended order to the County Manager and serve copies on all Hearing Participants; provided, if the County Manager is the Hearing Officer, then within seven (7) Business Days following the hearing, the County Manager shall issue a recommended order and serve copies on all Hearing Participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the Bid Protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.
- b. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the Bid Protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the Hearing Participants. Each of the Hearing Participants shall be allowed five (5) minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. No testimony or other evidence beyond the record and the transcript shall be presented to the Board.
- c. Thereafter the Board shall render its decision on the Bid Protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A finding of fact challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

12. All proceedings before the Hearing Officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the Hearing Officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.
13. Ex parte communications between a Hearing Participant and the Hearing Officer are forbidden. The Hearing Officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending Hearing Participant to disclose promptly the attempted communication, to the other Hearing Participants. Where necessary, the Hearing Officer may recuse himself or herself, and the subsequently designated Hearing Officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other Hearing Participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any Assistant County Attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the Hearing Officer.
14. The purpose of this Purchasing Policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of Bid Protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular Request for Bids, shall guide the Hearing Officer and the Board in rendering a decision on a Bid Protest under this section. The significant principles of law governing the Bid Protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:
 - a. The burden is on the party filing the Protest Petition to establish a ground for invalidating the Request for Bids, any Addendum thereto, or Bid Decision that is being challenged
 - b. The standard of proof for the Bid Protest proceeding shall be whether the Request for Bids, any Addendum thereto, or the Bid Decision that is being challenged was clearly erroneous, contrary to competition, arbitrary, or capricious.
 - c. The Request for Bids, any Addendum thereto, or the Bid Decision being challenged shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or as to a Bid Decision, the Request for Bids.

- d. The scope of the inquiry is limited initially to whether the Request for Bids, any Addendum thereto, or the Bid Decision being challenged is improper under the foregoing standard of proof. If and only if the Hearing Officer first determines on the basis of competent and substantial evidence that the Request for Bids, any Addendum thereto, or the Bid Decision being challenged is improper, then the Hearing Officer may recommend, in accordance with the law and this Purchasing Policy, an alternate disposition for the Bid Protest. Such disposition may include, but shall not be limited to, invalidating the Request for Bids or any Addendum thereto, rejecting all Bids, and/or awarding all or a portion of the Bid to the protesting party.
 - e. A Bid Protest proceeding may not serve as a vehicle for the Board to revisit a Bid Decision absent a determination of impropriety as set forth above.
- 15. By written Agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.
 - 16. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a Hearing Participant's procedural or substantive due process rights, a Hearing Officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a Bid Protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of sections D(5), I(1)-I(5), and I(14) hereof.
 - 17. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written Agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

J. No-Contact Rule Violation, Disqualification and Challenge.

- 1. Violation and Disqualification. The violation of the No-Contact Rule shall result in the automatic disqualification of any Bid submitted by the violator in response to a Request for Bids. A violation of the No-Contact Rule shall be reviewed by the Purchasing Director and after consultation with the County Manager and the attorney in the County Attorney's Office assigned to represent and advocate for the County in hearings under this section, the Purchasing Director shall make a determination as to disqualification.

- a. If a determination of disqualification is made by the Purchasing Director under this section, the violator shall be notified in writing with the factual basis of the determination set forth. A disqualification determination shall be delivered to the violator by hand delivery or overnight delivery to the violator's regular place of Business during the hours such place is open for Business or by email, if the violator has previously provided the County an email address for use in connection with the Request for Bids.
 - b. Upon a determination of disqualification under this section, any Bid submitted by the violator for the related Request for Bids shall not be eligible for consideration and shall be deemed withdrawn from further consideration.
2. Disqualification Challenge. In accordance with the procedures contained herein, the violator may challenge the disqualification determination. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of disqualification challenges.
 - a. Notice of Disqualification Challenge. The violator may file with the County Manager a written notice of disqualification challenge no later than 4:30 p.m. on the third Business Day immediately following the date the disqualification determination is delivered. The failure by the violator to file a written notice of disqualification challenge within the time prescribed in this subsection shall constitute a waiver of the violator's right to challenge the disqualification determination.
 - b. Filing of Notice of Disqualification Challenge. A formal disqualification challenge proceeding shall be deemed commenced upon the timely filing of a written notice of disqualification challenge under this section. The filing with the County Manager of a written notice of disqualification challenge shall be deemed accomplished only when the original has been physically received by the County Manager or his or her designee. A notice of disqualification challenge shall be deemed original only if it bears the original signature of the challenging party or such party's authorized agent. No notice of disqualification challenge may be filed by facsimile transmission or by e-mail, and any notice received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service, of the United States Postal Service, or any other type of delivery service to file a notice of disqualification challenge shall be entirely at the risk of the person submitting the same, and any such notice so received after the applicable deadline shall be deemed untimely.
 - c. Suspension. Upon receipt of a formal written notice of disqualification challenge that has been timely filed, the County Manager shall suspend the Request for Bids or Bid

Award process, including entry into any accompanying Contract or Agreement, until the subject of the disqualification challenge is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the Request for Bids or Bid Award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

- d. Notice of Receipt of Disqualification Challenge and Suspension. Within three (3) Business Days of receipt of a written notice of disqualification challenge, the County Manager or his or her designee shall provide notice to any Bidders of the written notice of disqualification challenge and that the Request for Bids or Bid Award process has been suspended until the subject of the disqualification challenge is resolved by final action as specified in this section.
- e. Intervenors. Intervenors shall be permitted to participate in the challenge proceeding in accordance with the procedures governing intervenor practice set forth in Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
- f. Hearing. Within ten (10) Business Days following the timely filing of a written notice of disqualification challenge, a hearing shall be conducted before a Hearing Officer, who shall be any Department Head so designated by the County Manager; provided, a Department Head who is substantially involved in or connected with the Request for Bids or Bid Award process shall be deemed disqualified from serving as the Hearing Officer, unless such involvement or connection is purely ministerial in nature. All hearings on a disqualification challenge shall be conducted pursuant to written notice to the challenging party, the County Manager, the County Attorney's Office and all intervenors by the Hearing Officer specifying the time, date and place of the hearing.

Particular rules and procedures governing each such hearing are as follows:

- i. The audio shall be recorded electronically.
- ii. Prior to the hearing only, motion practice may be permitted by the Hearing Officer in his or her discretion in accordance with the rules governing the same set forth in Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- iii. Prior to the hearing, the challenger, the County Manager and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon

which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the challenger and the County Manager, and be submitted to the Hearing Officer at least two (2) BusinessDays prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the Hearing Officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

- iv. The challenger and all intervenors shall have the right to appear before the Hearing Officer at the hearing in proper person or through Counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the disqualification challenge. The County Manager shall be deemed a party to the proceeding, and the County Attorney or any Assistant County Attorney may participate in the disqualification challenge proceeding, appear before the Hearing Officer, present evidence and be heard on behalf of the County Manager.
- v. All witnesses shall be placed under oath by the Hearing Officer prior to testifying, and shall be subject to cross-examination by any Hearing Participant.
- vi. Hearsay evidence shall be admissible unless the Hearing Officer shall determine the same to be redundant, unreliable or prejudicial.
- vii. At the hearing any Hearing Participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- viii. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously, and shall provide copies of the same to all of the Hearing Participants.

g. Order.

- i. Within seven (7) Business Days following the hearing, the Hearing Officer shall submit a recommended order to the County Manager and serve copies on all

Hearing Participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the disqualification challenge; provided, no finding of fact may be predicated solely upon the basis of hearsay.

- ii. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the disqualification challenge proceeding at the earliest opportunity to be considered at a time certain, with notice thereof served upon the Hearing Participants. Each of the Hearing Participants shall be allowed five (5) minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. No testimony or other evidence beyond the record and the transcript shall be presented to the Board.
- iii. Thereafter, the Board shall render its decision on the disqualification challenge. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a finding of fact challenge. A finding of fact challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the disqualification challenge. If the Board finds in favor of the disqualification challenger, the disqualification determination under section J (1) shall be deemed set aside.
- h. All proceedings before the Hearing Officer on a disqualification challenge shall be informal, and customary rules of evidence shall be relaxed. In all respects both the Hearing Officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the disqualification challenge.
- i. Ex parte communications between a Hearing Participant and the Hearing Officer are forbidden. The Hearing Officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending Hearing Participant to disclose promptly the attempted communication, to the other Hearing Participants. Where necessary, the Hearing Officer may recuse himself or herself, and the subsequently designated Hearing Officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other Hearing Participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any Assistant County Attorney shall be subject to this subsection or

prohibited from engaging in ex parte communications with the Hearing Officer.

- j. The significant principles of law governing a disqualification challenge proceeding and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:
 - i. The initial burden of proving a violation of the No-Contact Rule is on the County Manager.
 - ii. The standard of proof for the disqualification challenge proceeding shall be clear and convincing evidence.
 - iii. The scope of the inquiry is limited to whether the No-Contact Rule has been violated.
 - iv. A disqualification challenge proceeding may not serve as a vehicle for the Hearing Officer or the Board to evaluate any Bid submitted by the violator.
 - v. The No-Contact Rule shall be strictly construed against the violator, and the materiality of the prohibited communication shall be irrelevant to the determination.
- k. By written Agreement amongst the challenger, the County Manager, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a disqualification challenge proceeding for which a written notice of disqualification challenge has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the disqualification challenge, or otherwise operate to undermine the salutary purposes of competitive, public bidding.
- l. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a Hearing Participant's procedural or substantive due process rights, a Hearing Officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a disqualification challenge proceeding hereunder; provided, a Hearing Officer may not modify or suspend any provisions or requirements of subsections, J(2)(a)-(b), and J(2)(j) hereof.
- m. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written Agreement amongst the challenger, the County, and all then-existing intervenors, no provisions of Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of disqualification challenges under this section.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payer changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Vendor Maintenance Registration Form

Please submit W-9 when submitting this form.

Disclosure: Under the Board's Purchasing Policy, employees are not authorized to order goods or services without first obtaining a valid Purchase Order Number. The County will not be liable for payment for goods or services that are ordered in violation of this policy.



Vendor Number: _____ Add _____ Change _____

(To Be Completed By Purchasing Department)

Vendor Name:

Address:

Address:

City:

State:

Zip Code:

Contact name:

Fax:

E-Mail Address:

Phone:

Web Address:

Services/
Commodities:

Clay County Purchasing Division
PO Box 1366, 477 Houston Street
Green Cove Springs, FL 32043
Phone: 904-278-3766
Fax: 904-278-3728
www.claycountygov.com/purchasing

The Internal Revenue Service requires that we file Form 1099 for certain vendors receiving payments for \$600.00 or more during a calendar year.

The IRS may assess a \$50.00 penalty for each failure to provide a Taxpayer ID Number. Also we are required to withhold 28% for Federal Income Tax purposes for payment to vendors who fail to provide us with their Tax ID Numbers.

Remittance Address if different from above:

Address:

Address:

City:

State:

Zip Code:

Contact:

Phone:

Taxpayer ID #:

Conflict of Interest Disclosure:

County Employee: Yes No

An outside personal economic relationship which affords present or future financial benefits to an employee, his family or to individuals with whom he has business or financial ties may be considered a conflict of interest requiring evaluation by the County Manager.

This certifies that neither my family nor myself are employees of the County and will benefit financially by doing business with Clay County.

Signature: _____

Please click [here](#) to download the W-9 Form. This form is to be completed and faxed to: 904-278-3728

Department Requesting Form

Employee Signature

Vendor Signature

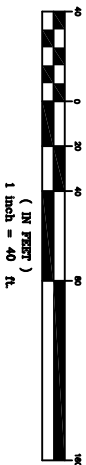
Print Form

55

Submit by Email

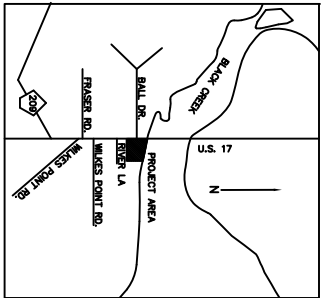


GRAPHIC SCALE



ASPHALT PAVEMENT:
1 1/2" TYPE S-I ASPHALT
6" LIMEROCK BASE
LBR 100 / 98% MAXIMUM DENSITY
12" MIN. STABILIZED SUBGRADE
LBR 40 / 95% MAXIMUM DENSITY

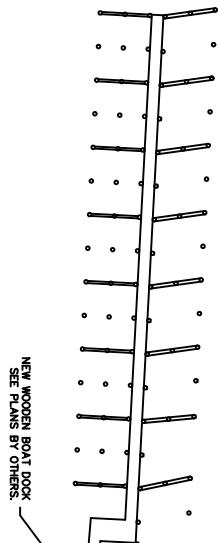
- LEGEND
- ASPHALT PAVEMENT
 - EXISTING BUILDING
 - PAVEMENT DIRECTIONAL ARROW
 - TRAFFIC SIGN



VICINITY MAP

RENOVATE DOCK
& SLIPS
(NOT PART OF THIS CONTRACT)

BLACK
CREEK



CLAY COUNTY ENGINEERING NOTE:

CLAY COUNTY REQUIRES A 24-HOUR NOTICE FOR ALL TESTING AND MEETINGS.
INSTALL CONSTRUCTION-WARNING SIGNS, PER MUTCD, BEFORE CONSTRUCTION CAN COMMENCE.
SOD ALL DISTURBED EXISTING RIGHT-OF-WAY.
AT TIME OF FINAL INSPECTION, CLAY COUNTY REQUIRES 2 SET OF SIGNED AND SEALED AS-BUILT'S, WITH AN ACCOMPANYING COPY ON AUTOCAD DISK, SUBMITTED 3 DAYS PRIOR TO THE FINAL INSPECTED A FINAL INSPECTION WILL NOT BE HELD WITHOUT AS-BUILT'S

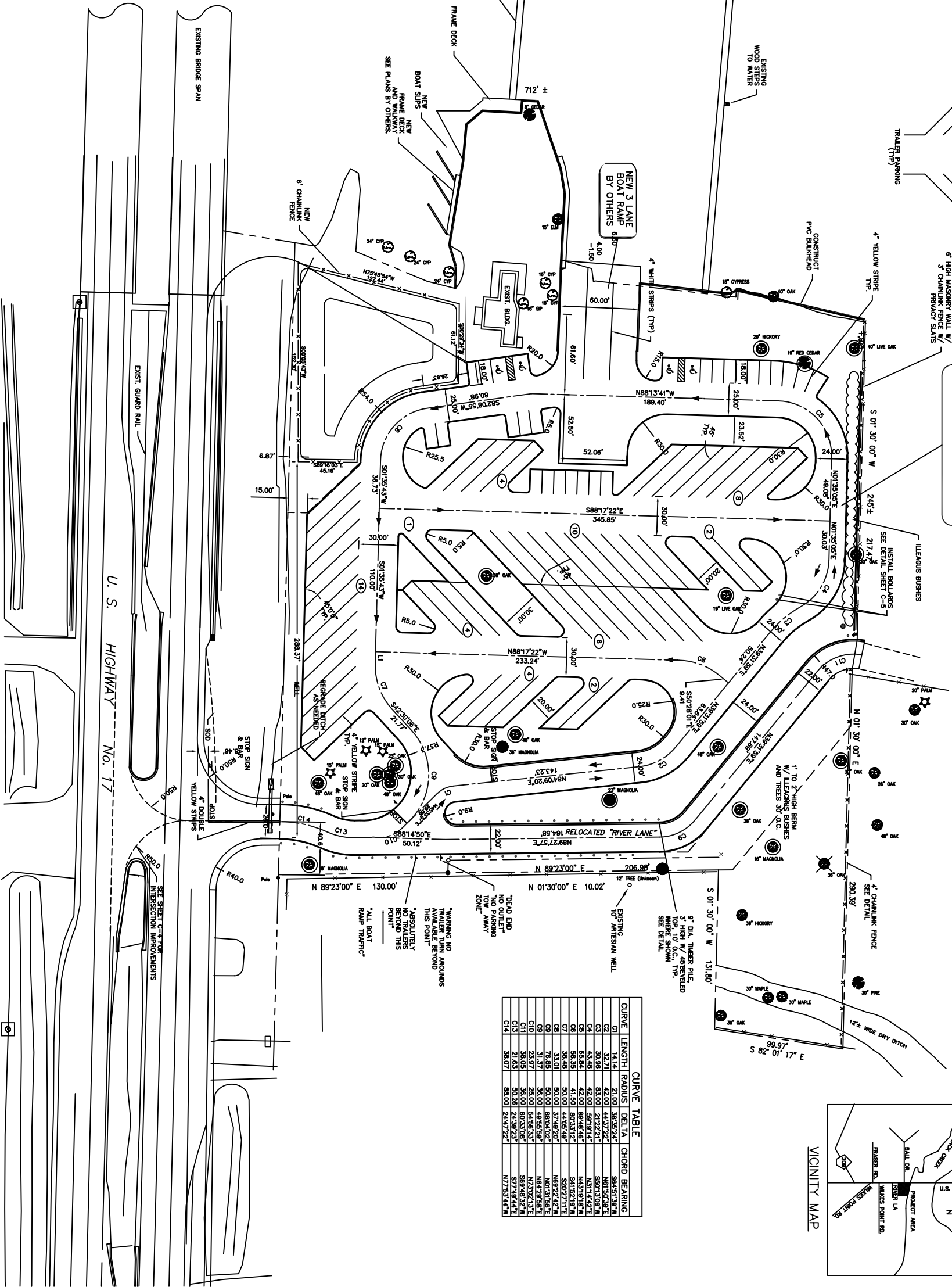
PARKING TABULATION:
TOTAL ASPHALT REGULAR PARKING SLOTS= 42
TOTAL HANDICAP= 4

NOTES:

PARKING SPACES ARE 9' x 18'
HANDICAP PARKING SPACES ARE 12' x 18'
DRIVES AND AISLES ARE 24' WIDE UNLESS OTHERWISE NOTED
INSIDE DRIVE RADI ARE TO BE 15'
AISLE RADI ARE TO BE 5'
RADI AT PARKING SPACES ARE TO BE 2.5'
DIMENSIONS AT CURBS REFER TO FACE OF CURB

SITE DATA:

TOTAL PROJECT AREA= 5.09 AC.
TOTAL IMPERVIOUS AREA= 2.44 AC.
TOTAL OPEN SPACE= 2.65 AC 53%



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA / CHORD BEARING
C1	14.14	21.00	38°35'24\"/>
C2	32.71	42.00	44°32'22\"/>
C3	30.26	63.00	21°22'21\"/>
C4	43.48	42.00	59°19'14\"/>
C5	65.64	42.00	89°48'46\"/>
C6	36.25	41.90	60°33'12\"/>
C7	33.45	50.00	44°05'46\"/>
C8	76.65	50.00	88°04'02\"/>
C9	31.97	36.00	49°55'59\"/>
C10	23.97	25.00	54°56'33\"/>
C11	36.05	36.00	60°33'08\"/>
C12	21.63	50.26	24°39'23\"/>
C13	38.07	66.00	24°47'22\"/>
C14			N7°53'44\" W



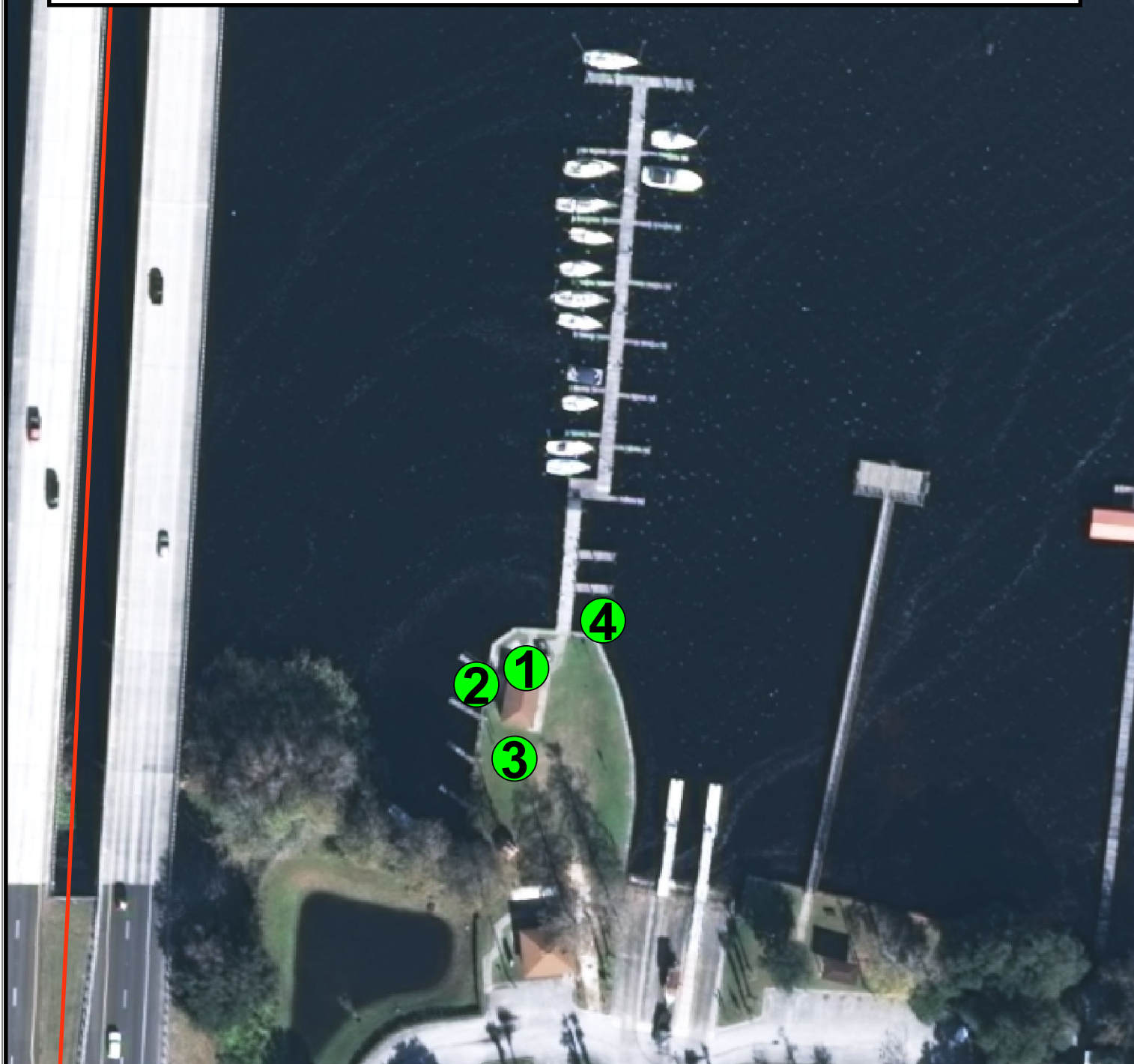
CONSUL-TECH ENGINEERING, INC.
CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
555 BLANDING BLVD.
SUITE B
ORANGE PARK, FLORIDA 32073
(904) 276-3100
FAX# (904) 276-3102

KNIGHT
BOAT RAMP
U.S. Highway 17
Clay County, Florida

SITE PLAN

REV.	DATE	DESCRIPTION
1	5/24/00	RECORD DRAWING

- 1) Concession/Bait Store - Located at 1497 River Lane, Green Cove Springs, Florida 32043. SF +/- 448 sq ft of floor space, additional outside storage of +/- 105 sq ft.
- 2) Dedicated Rental Space - Located on the west side of the Concession/Bait Store Building there are 4 dedicated wet slips for use in conjunction with boat rentals.
- 3) Dedicated Storage Area - Located directly behind the Concession/Bait Store Building there is approximately 2,500 ft of space that can be used for storage of canoes and kayaks for rental.
- 4) Wet Slip Rentals - Located immediately in front of the Concession/Bait Store Building there are approximately 30 wet slips currently available for rent to the general public as depicted on map.



0 10 20 40 60 80 100
Feet

This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Knight_Marina_Site_8.5x11

Knight Marina Facility
1497 River Lane
Green Cove Springs, Florida 32043



Created By: GIS Department
Map Prepared: 9/8/2021

MARINA BERTHING AGREEMENT

DATE: _____

1. VESSEL OWNER'S NAME _____
2. OWNER'S ADDRESS _____ CITY, STATE, ZIP _____
AREA CODE & PHONE (____) _____
3. ELECTRICITY 50 amp _____
4. Email/Alternate Phone: _____
5. BERTHING RENTAL: \$ _____
7. SECURITY DEPOSIT: \$ _____
6. APPLICABLE TAX: \$ _____
8. BERTH # _____

THE KNIGHT MARINA FACILITY WHICH IS OPERATED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA ("MARINA") AND VESSEL OWNER MUTUALLY WARRANT, COVENANT, AND AGREE AS FOLLOWS:

1. The purpose of this Marina Berthing Agreement ("Agreement") is to provide a berth rental. The vessel, which is the subject of this Agreement, is more particularly described on **Attachment #2** and incorporated herein by reference.
2. The term of this Agreement shall be for a period not to exceed one year, commencing on _____ and ending on _____. This Agreement is renewable, and at this Agreement's expiration, a new Marina Berthing Agreement must be executed by both the Marina and the Vessel Owner.
3. **There is no agreement to create a bailment of the vessel**, nor do the parties intend to create a bailment of the vessel. This Agreement is merely for the renting of a berthing/mooring/slip space by Vessel Owner for the vessel. There is neither temporary nor permanent dominion or control exercised over said vessel by the Marina, but said control is to remain with vessel and Vessel's Owner at all times. This Agreement is for the use of space only and such space is to be used at the sole risk of the Vessel Owner. The Marina shall not be liable for the care or protection of the vessel, including, but not limited to, her gear, equipment and appurtenances at any time.
4. The berthing rental payment amount stated above is due and payable by the 1st of each month. A late fee of \$25.00 will be assessed if payment is not made by the 10th of each month. If charges are not paid after 30 days, a daily rate of \$.95/Foot may be assessed retroactive to the 11th of the month rental payment is past due which rate shall remain in effect until all past due amounts are paid.
5. At the time this Agreement is entered into, the Vessel Owner is required to pay a sum equal to the first month's berthing rental, or a pro-rated amount calculated based upon the commencement date of this Agreement, as well as a Security Deposit equal to the full monthly rental rate. Vessel Owner agrees that the Security Deposit can not be applied as a monthly rental payment.
At the conclusion of the Agreement's term, or, if during the term of the Agreement, Vessel Owner chooses to vacate the Marina, the Security Deposit will be returned to the Vessel Owner, providing a 30 day notice to vacate has been provided by the Vessel owner to the Marina Manager, and all outstanding berthing rental has been paid. The amount of the Security Deposit to be returned to Vessel Owner, will be less any charges incurred by Vessel Owner for damage to the Marina (ordinary wear and tear excluded) and any other outstanding charges due under this Agreement by Vessel Owner to Marina. The Security Deposit cannot be applied as payment for the last month's of this Agreement's berthing rental.
6. The Vessel Owner shall be responsible for and the Marina shall have a maritime lien against the above- described vessel, her appurtenances and contents for:
 - a. sums due for the Berthing Rental;
 - b. services provided said vessel;
 - c. and for any injury or damage caused by or contributed to by the vessel, or for any claims made against the Marina for loss or injury in connection with use of the vessel, Marina facilities or Marina property by the owner, his/her agents, customers, servants, employees, or invitees. These losses include but are not limited to damage to other vessels, piers, docks, personal injury, sickness, death, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire, or other losses.

NOTICE: NONPAYMENT OF RENT AS PROVIDED HEREIN FOR A PERIOD OF SIX MONTHS SHALL

PERMIT THE MARINA TO SELL YOUR VESSEL AT A NON-JUDICIAL SALE, IN ACCORDANCE WITH SECTION 328.17, FLORIDA STATUTES.

7. Vessel Owner covenants and agrees that he/she has in full force and effect and shall keep the vessel fully insured with full marine insurance policy of a "named perils" or "all risks" for the value of the vessel and a third-party liability insurance policy, also known as P & I policy in a minimum amount of \$100,000. There shall be no lapse of coverage while vessel is berthed at the Marina. At the time of execution of this Agreement, Vessel Owner shall deliver a certificate(s) of insurance for the required insurance coverage to Marina naming "***Marina and Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions; and all public agencies of Clay County, as their interest may appear***" as an additional insured and shall furnish Marina with a certificate of insurance acceptable to Marina upon execution of this Agreement and annually prior to the expiration of the insurance policy.
8. Marina shall not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of Marina facilities. Vessel Owner releases and discharges Marina from any and all liability and shall indemnify and hold harmless Marina from and against all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, as a result of any loss, injury (including death), or damage to persons or property sustained while in or on the premises of Marina, including but not limited to fire, theft, vandalism, windstorm, high or low waters, snow, hail, rain, collision or accident, or any Act of God, whether vessel is moored, stored or being hauled by Marina.
9. It is the full responsibility of the Vessel Owner to make arrangements for the safety and protection of his/her vessel and appurtenances.
10. The "Rules and Regulations" attached to this Agreement as **Attachment 1**, and posted on the Marina property, but not herein mentioned, are incorporated herein by reference and binding on the parties hereto.
11. A waiver of any condition or term of this Agreement by Marina shall not be deemed a continuing waiver of said condition or term of this Agreement.
12. In the event of any breach hereunder including but not limited to recovery in whole or in part for services of berthing rental charges, in any Court, either in rem or in personam, the Vessel Owner hereby agrees to pay all Court costs together with attorney's fees, custodian fees, court costs, fees in connection with protecting and preserving the vessel and interest and further that said Vessel Owner be responsible for such costs, fees and interest. Should a suit result against the vessel in rem, the Vessel Owner agrees and consents to have Marina appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshal or other duly authorized law enforcement officer, or officer of the court at the Marina facility including removing the vessel in custodia legis from its normal berth to another berth as the United States Marshal or other duly authorized, law enforcement officer, or officer of the court may allow or direct.
13. The berthing space leased under the terms of this Agreement has been inspected by the Vessel Owner and is satisfactory for the safe mooring of the vessel. The Vessel Owner agrees that the Marina staff is not responsible for any damage to the vessel as a result of any deficiency of the berthing space. The Vessel Owner shall be responsible for properly securing the vessel within the berthing space for all weather conditions.
14. The Marina reserves the right to terminate this Agreement at any time in the event the Marina, in its sole discretion, determines it to be in the Marina's best interest to do so.
15. "Live-aboard" or overnight stay on vessel is not allowed and will subject this Agreement to immediate termination.
16. The Marina reserves the right to transfer this Agreement to a third-party operator without the consent of the Vessel Owner.
17. At the time of execution of this Agreement, the Vessel Owner is required to provide proof of current registration of his/her vessel, including the hull number, vessel length, Florida Registration number, name and telephone number of emergency contact person, a copy of the Vessel Owner's current driver's license, as well as a picture of the vessel showing the name for each vessel. (See Attachment 2)
18. Vessel Owner authorizes Marina to move and/or operate Vessel Owner's vessel for normal marina operations or in the event of an emergency. In the event normal marina operations or an emergency, as determined by the Marina, require the movement of the vessel, Marina is hereby authorized to move the vessel to a safer area to protect the vessel, if vessel is unattended. Movement will occur solely at Vessel Owner's risk. However, under no circumstances is Marina under any obligation to provide this service. Any costs incurred shall be billed to Vessel Owner. Vessel Owner agrees to

indemnify and hold the Marina harmless from any and all liability, loss or damage caused by or to the vessel which may arise out of the Marina's decision not to move the vessel, the inability of the Marina to reach the Vessel Owner, or by the movement of the vessel by the Marina. Vessel Owner shall provide Marina with a set of cabin door and ignition keys. The vessel will be entered by Marina only in the event of an emergency, or for normal marina operations.

19. Marina reserves the right to rent the berthing space/slip when temporarily vacated by Vessel Owner.
20. Vessel Owner shall not assign, transfer or permit the use of the assigned berthing space/slip to any other party without written consent of the Marina.
21. Vessel Owner may work on his/her own vessel if such work does not interfere with the rights or privileges of other Vessel Owners or of the Marina. No outside contractors or individuals will be permitted to undertake any work on vessels in the Marina without prior written approval of Marina. If approval is granted, the outside contractor shall provide Marina with a certificate of workmen's compensation and liability coverage, acceptable to Marina prior to commencing any work. If approval is granted, Marina shall not incur any responsibilities or obligation for the work.
22. Operation of vessel shall be restricted to Vessel Owner and those specified below:

23. Vessel Owner authorizes Marina to inspect the vessel for fire hazards and properly operating bilge pumps, but Marina assumes no obligation or responsibility to do so.
24. Vessel Owner assumes responsibility for providing adequate covering, should he or she so desire, to protect vessel from any and all perils, and for the maintenance of such covering while the vessel is in the Marina.
25. Vessel Owner shall remove all personal property from vessel. The Marina shall not be responsible for any personal property stored in the vessel.
26. Any violation of the provisions contained herein or of the Rules and Regulations posted in the office by the Marina shall, at the option of the Marina, serve to terminate this Agreement upon ten (10) days notice to Vessel Owner and Vessel Owner shall remove vessel from the Marina.
27. Marina shall not be obligated to employ security personnel and shall not be responsible for security. Vessel Owner assumes all responsibility for loss or damage.
28. Vessel Owner shall be responsible for any damage or injury caused or incurred to the Marina or to other vessels in the Marina due to Vessel Owner's operation, mooring or for any other cause. Vessel Owner shall be responsible to make sure the vessel is moored securely. Vessel Owner shall be responsible for any and all damages to the Marina and other vessels arising out of any storm and shall indemnify and hold Marina harmless from any liability arising therefrom.
29. **In the event the vessel is not removed by Vessel Owner at the end of the term of this Agreement or upon earlier termination of this Agreement due to a violation of this Agreement, Marina may authorize the vessel to be towed. If towed, Vessel Owner acknowledges that the provisions of Section 713.78, Florida Statutes, regarding non-judicial sales of vessels may be utilized.**
30. Marina reserves the right to alter or amend the terms and conditions of this Agreement from time to time by providing a written notice to Vessel Owner.
31. In addition to the remedies described herein to the Marina for Vessel Owner's violation and default on his/her responsibilities under this Agreement, Marina shall be entitled to avail itself of all remedies available under applicable law.

I HAVE READ THIS ENTIRE AGREEMENT AND THE MARINA RULES AND REGULATIONS AND FULLY UNDERSTAND ALL OF THE TERMS THEREOF AND REALIZE AS A VESSEL OWNER THAT I AM PERSONALLY AND FULLY RESPONSIBLE AND THAT THE VESSEL IS ALSO RESPONSIBLE FOR THE TERMS AND CONDITIONS SET FORTH HEREIN.

Owner Signature

Date

MARINA:

By: _____
Howard Wanamaker, County Manager
Clay County Board of County Commissioners

Attachment 1

KNIGHT MARINA FACILITY

RULES AND REGULATIONS

1. All vessels must be registered upon arrival and receive assignment to a berth or slip. Unregistered vessels are not allowed in the Marina basin.
2. For determining payment of dockage, vessel length is defined as the overall length and includes **any bow or stern pulpits, boomkins, bowsprits, dinghies, davits or outboard motors.**
3. Vessels berthed in the Marina must be kept in a safe, clean and attractive condition.
4. Water and electricity shall not be wasted and the Vessel Owner shall furnish a hose, which has a positive shut-off at the discharge end.
5. Docks and finger piers shall be kept clear of stored materials.
6. Open fires are not permitted on docks, piers, or on-board vessels in the Marina.
7. Trash and garbage should be placed in the dumpster. Discharge of untreated sewage, oil or petroleum products into Marina water is prohibited. Trash must be disposed of in a plastic garbage bag with ties.
8. Repair and maintenance of dock facilities will be accomplished by the MARINA ONLY.
9. The extent of vessel repairs and maintenance at dockside is at the discretion of the Marina Manager. Repair projects must be authorized by the Marina prior to starting the work and **major repairs are not permitted.**
10. Vessels shall receive fuel from a fuel service dock with the exception of outboard motor-powered vessels with sealed portable cans. No fuel will be pumped/transferred from the vessel to containers on dock areas.
11. Fish will be cleaned and processed only in areas designated by Marina and Vessel Owner is responsible for proper disposal of fish waste.
12. The Vessel Owner retains full control and possession of his own vessel at all times while vessel is in the Marina and shall be responsible for the condition of all mooring lines.
13. Vessel Owners will not display signs on piers, grounds, or vessels.
14. Pets are permitted only if they do not disturb others. They are not permitted in the office, the shower/restrooms, laundry rooms, or Marina dock piers. If a pet “spoils” on Marina Property, the Owner will be required to clean it up.
15. Birds are not to be fed from vessels or piers at any time, nor are manatees to be fed or given water to drink.
16. Watercraft shall not anchor in the entrance of the vessel launch area.
17. Swimming, diving, and fishing shall not be permitted at the Marina docks.
18. A responsible representative of each vessel shall immediately report to the Marina Manager or his representative, the time, place, cause, and circumstances of any accident or injury to a

passenger or other person, or damage to any property, in which a vessel is involved, and within 24 hours shall submit such information in writing to the Marina Manager.

19. Smoking is NOT permitted on any dock, or within 100' of fuel pump station.
20. In a situation where a vessel, which is currently using a slip is sold, the new Vessel Owner is responsible for removing the vessel or executing a berthing agreement for a slip within 24 hours, pending slip availability.
21. When Vessel Owners are not available or unresponsive to move or secure their vessels, the Marina Manager may move or secure vessels as needed and assess a fee for material and labor used.
22. Vessel Owner must notify the Marina Manager a minimum of 30 days prior to termination or upon expiration of the term of this Marina Berthing Agreement should Vessel Owner desire to remove their boat from the Marina. The Security Deposit cannot be applied as last month's rent, and will be returned at termination or expiration of Berthing Agreement less any outstanding charges due the Marina. The vessel must be removed from the Marina as of the termination date.
23. Laundry shall not be hung out on vessels, docks, or finger piers.
24. Vessel Owners must verify current Federal documentation or State registration for their vessel(s) berthed in the Marina and must be listed as legal owner on such papers. A copy of this must be kept on file with the Marina Manager at all times along with Vessel Owner's signed Marina Berthing Agreement, proof of insurance, drivers' license, and photo of vessel.
25. Vessel Owner may not sublease or permit vessels owned by others to occupy their assigned slip.
26. All Vessel Owners are responsible for damage caused by their own wake.
27. Vessels shall conform to all Federal, State, and County regulations concerning vessel safety devices and equipment.
28. Berthing rental payment is due and payable by the 1st of each month. There is a late fee of \$25.00 if payment is not received by the 10th of each month. If charges are not paid after 30 days, a daily rate of \$.95/Foot for County residents and \$1.10/Foot for Non-Residents may be assessed effective back to the 11th of the month payment is past due, and remain in effect until all overdue charges are paid.
29. Vessel Owners are required to pay, in advance, a sum equal to the first month's berthing rental, or a pro-rated amount calculated based upon the commencement date of the Marina Berthing Agreement with the Vessel Owner, as well as a security deposit equal to the full monthly rental rate.
30. All returned checks are subject to a \$20.00 fee or any greater fee, which may be imposed by the Marina's bank for processing purposes.
31. Live-aboard or overnight stay is absolutely forbidden and may subject this Agreement to immediate termination.

I do hereby certify that I have read the foregoing document and promise to comply with the above detailed rules and regulations of the Marina.

Signature of Vessel Owner

Date

Attachment 2

MARINA BERTHING AGREEMENT

Berth # _____

1. Name of Vessel Owner (s): _____

2. Name of Vessel: _____

3. Make or Type: _____

4. Length: _____ft.

5. Coast Guard Documentation #: _____

6. Hull #: _____

7. Registration #: _____

8. Emergency Contact Person: _____

Address: _____

Telephone number: _____
() _____
() _____

E-Mail Address: _____

MARINA BERTHING AGREEMENT

SLIP RENTAL RATES

\$ _____

ELECTRICITY AND WATER ARE INCLUDED IN THE SLIP RENTAL FEE

- NOTE:**
1. Pump-Out is not included in the slip rental fee.
 2. Neither Knight Marina Facility nor the Clay County Board of County Commissioners is responsible for power outages.

REQUIRED DOCUMENTATION FOR SLIP RENTAL:

1. Picture of the vessel showing the name
2. Copy of the current registration of the vessel
3. Copy of the Vessel Owner's driver's license
4. Certificate(s) of Insurance with proper endorsement

CLAY COUNTY AGREEMENT/CONTRACT # 2021/2022 – ____

LEASE AGREEMENT FOR MANAGEMENT OF KNIGHT MARINA FACILITY

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of this ____ day of _____, 2021 (“Effective Date”), by and between CLAY COUNTY, a political subdivision of the State of Florida (“Lessor”) and _____ (“Lessee”).

RECITALS

WHEREAS, the Lessor is the owner of a certain parcel of real property located within Clay County, known as the Knight Boat Ramp and Marina (“Knight Marina Facility”), together with any easements or other rights or privileges in adjoining property inuring to said real property, including rights of ingress and egress (“the Premises”); and

WHEREAS, the Board of County Commissioners of Clay County, Florida, pursuant to Section 125.35, Florida Statutes, has determined that the highest and best use of the Premises would be served by the provision of management services to include the operation and management of a concession and bait store, wet slip rentals, and sale of fuel, and that it is in the best interest of the Lessor to lease the Premises for the said use to the highest and best bidder; and

WHEREAS, the Lessor issued a Request for Proposal, Request No. 21/22-____ (“RFP”) to solicit and engage a vendor to provide management of Knight Marina Facility as outlined in the RFP; and

WHEREAS, the Lessee responded to the RFP with a proposal and pricing to offer the requested services, and the Lessor selected Lessee based on Lessee’s response (“Lessee’s Response”); and

WHEREAS, the Lessee desires to provide the services to the Lessor as set forth in the RFP, the Lessor’s Response, and under the terms and conditions set forth in this Lease; and

WHEREAS, the Lessee and the Lessor desire to enter into this Lease as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. LEASED PREMISES.

(a) Pursuant to the terms and provisions hereof, the Lessor hereby leases the Premises to the Lessee. A graphic depiction of the Premises is located on **Exhibit A** of this Lease but, notwithstanding **Exhibit A**, the Premises do not include the parking lot at the Knight Marina

Facility. The Premises are more particularly described in Section II.A. of the RFP, the pertinent part of which is attached hereto along with Lessee's Response, as **Composite Exhibit B**, with the entire RFP and Lessee's Response being incorporated herein by reference. Lessee acknowledges and agrees that one of the side slips on the west side of the Concession/Bait Store must be made available at no charge to the Clay County Sheriff's Office for storage of a marine police vessel at the option of the Clay County Sheriff.

(b) The Lessor makes no warranties whatsoever regarding the state or condition of title to the Premises.

(c) The parties intend for the Lessee to manage the wet slips (including receipt of rental revenue) and boat ramp located immediately in front of the Concession/Bait Store building. The wet slips are owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and are leased to Clay County under the terms of Sovereignty Submerged Lands Lease Renewal #100182452. The Submerged Land Lease requires the Lessor to obtain written approval for the Lessor's management plan which is embodied in this Lease prior to the Lessee taking possession of the wet slips and boat ramp. The Lessor agrees to seek approval expeditiously and the Lessee agrees to cooperate to the extent needed. The Lessor agrees to notify the Lessee in writing as soon as practicable upon receiving written approval from the Florida Department of Environmental Protection. Possession of the wet slips and boat ramp under this Lease shall be deemed to have been given immediately upon notification of the approval by the Lessor.

SECTION 1A. RENT. Lessee shall pay as Initial Monthly Base Rent, \$_____ per month for the first year of the Lease Term. Each year thereafter throughout the Lease Term and any Renewal Term, the rent shall increase by _____ percent (Year 2: \$_____, Year 3: \$_____). Lessee shall pay all applicable sales tax due on the rent paid to the Lessor.

SECTION 2. TERM. The effective term of this Lease shall be for _____ years beginning 12:00 a.m., as of the date entered into above ("Lease Term"). At the end of this Lease Term, this Lease may be renewed in writing for two additional one-year extensions at the same terms as outlined herein ("Renewal Term"). Each party shall give notice in writing of its desire to renew or its decision not to renew the Lease, no less than 90 days prior to the expiration of the initial term or any of the successive renewal terms.

SECTION 3. USE OF PREMISES/RESPONSIBILITIES OF LESSEE.

(a) It is the express intent of the parties hereto that, for as long as no default by the Lessee under this Lease has occurred, that

(i) The Premises shall be used by the Lessee for the installation, operation and sale of fuel, for the operation of the pump out facility, for the sale of concessions, and for the sale and rental of boats and personal water craft. Lessee is authorized to conduct tournaments at the facility with prior written approval by Clay County. Lessee will be responsible for demonstrating adequate liability insurance is in place for the tournament and will ensure that Clay County is listed as an additional insured.

(ii) Lessee shall be authorized to allow the display for sale of no more than six motorized boats or personal water craft on the Premises. In addition, Lessee may not display outside any more than 100 feet total of boat length at any given time. There is no prohibition on the number of non-motorized water craft which can be displayed for sale or rent on the Premises. Any administrative support for this activity shall be housed in the existing Concession/Bait Store on the Premises. No boat trailers for the rentals or for sale inventory may be stored in the Parking Lot. Lessee's operations under this Lease cannot obstruct or render unusable any of the parking spaces in the Parking Lot.

(iii) Lessee shall be authorized to store boat trailers for the rentals in the unimproved area between the bait shop and the restroom building. When rental boats are not in the water they shall be stored on boat trailers. Lessee agrees to construct a fence with locking gate around the boat storage area. The fencing material and installation must first be approved by the Lessor's Department of Parks and Recreation. Lessee shall provide a key to the gate lock to the Lessor.

(iv) The Lessee shall not use or permit the Premises to be used in violation of any present or future laws, permits, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto. No alcoholic beverages may be sold or consumed on the Premises pursuant to Clay County Ordinance 79-15 and 91-54.

(v) Lessee shall comply with all terms required in the RFP and the Lessee's Response.

(vi) Lessee shall not be authorized to permit the public to rent dry storage or boat trailer parking space on the Premises from Lessee.

(vii) Lessee agrees to keep the concession/bait store and fuel operations open seven days a week, except for Thanksgiving and Christmas days. The hours of operation will be 6:00 a.m. to 6:00 p.m. during summer and 7:00 a.m. to 5:00 p.m. during winter. The Lessee may change the hours of operation with the written authorization of the Lessor.

(viii) Lessee agrees that it will provide, post and maintain all required licenses (i.e. fishing, food handling, and fuel.)

(ix) Lessee shall provide all interior building furnishings, decorations, and displays as well as purchase and maintain all inventory, goods and services that are necessary for operating a concession business.

(x) Lessee is responsible for litter and refuse control on the Premises.

(xi) Lessee is responsible for maintaining the interior of the concession/bait shop building and agrees to keep the Premises in a sanitary condition.

(xii) Lessee's employees on the Premises must wear shirts or nametags identifying them as marina personnel. Lessee agrees that all of Lessee's employees assigned to the Premises shall be tested in accordance with Sections 440.101 and 440.102, the Florida Drug Free Workplace Program.

(xiii) Lessee shall be authorized to post a sign at two of the automobile parking spots (short) adjacent to the restroom facilities which limits parking time to fifteen minutes. Lessee shall be authorized to post a sign at three automobile parking spaces which limits parking there to "boat rental only."

(xiv) Lessee agrees to comply with all conditions imposed upon the Lessor by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in that certain Sovereignty Submerged Land Lease No. 100182452, to the extent it impacts this Lease or the Premises. Lessee acknowledges that it has received a copy of the above referenced Submerged Land Lease and specifically agrees that it will be responsible for enforcing the prohibition against living aboard vessels which is defined as any five consecutive days or ten days within any thirty-day period. Lessee agrees to assist the Lessor with its annual report to the Florida Department of Environmental Protection regarding the activities under the Submerged Land Lease.

(xv) Lessee shall be responsible for proving on-site security during operational hours.

(xvi) Lessee agrees that it will not perform mechanical repair work on the Premises. This prohibition does not include routine minor maintenance/repair services that individual slip lessees may utilize for their boats.

(xvii) Lessee agrees to construct a storage rack for canoes and kayaks.

(xviii) Lessee agrees to provide the Lessor with an emergency response plan in the event of the storm or other natural disaster/Act of God. Lessee shall provide this plan to the Lessor within 45 days of the effective date of this Lease.

(ixx) Lessee agrees that Florida registration, title and liability insurance coverage requirements for any and all rental boats/jet skis will be kept current.

(xx) The public use slips/tie ups on the Marina docks are not to be rented and must remain open and available for use by the general public. This area is depicted on the map attached as **Exhibit A**.

(xxi) The Lessee agrees to advertise its hours or operation and services provided on-site, in a website and on the Lessor's website. This information must remain current and up to date.

(xxii) The Lessee shall require all vessel owners renting wet slips to abide by the Lessor's Marina Berthing Agreement, as the same may be amended from time to time,

attached hereto as **Exhibit C** and by reference its terms incorporated herein. In addition, the Lessee must receive written permission from the Lessor before changing the rental rates currently in effect and more particular described in the Marina Berthing Agreement, as it may be amended. The Lessor shall retain the right to unilaterally change rental rates and the terms of the Marina Berthing Agreement and shall notify the Lessee immediately if changes are made.

SECTION 4. GAS/FUEL SALES. Lessee agrees to install a commercial fueling station on the Premises at its own expense. The Lessee shall be responsible for all required permitting and licensing fees. Lessee shall also provide proper containment and disposal of waste oils and other hazardous materials generated by the installation/operation of the fueling system. Lessee shall report fuel sales to the Lessor on a quarterly basis. Lessee shall notify Lessor each month of the date and time that it intends to document fuel sales so that Lessor may attend to verify same. Lessee shall provide supporting documentation of fuel sales to the Lessor at the same time as it reports its fuel sales totals for any given quarter. Lessee shall pay all applicable taxes due as a result of selling fuel.

SECTION 5. IMPROVEMENTS, UTILITIES, MAINTENANCE, AND REPAIR. The Lessee shall make no improvements upon the Premises except those expressly authorized by this Lease or in writing by the Lessor. Lessee is authorized to install a fueling system on the Premises. Prior to installation and construction of the fuel system, all plans must be approved by the Lessor and all applicable permits secured. The Lessee shall be responsible for the installation and payment of all utility charges, telecommunication lines, internet, telephone, janitorial services, water and sewer as well as the proper disposal of any and all hazardous, toxic, or bio hazardous waste generated on the Premises, in accord with all applicable laws therefor. The Lessee shall be responsible for garbage collection and shall provide a dumpster on the Premises at Lessee's expense that is available to patrons of the Premises. The Lessee shall be responsible for the maintenance, upkeep, and day to day repair of the premises. Lessor may, but is not obligated to, undertake any repairs or reconstruction arising from damage caused by named storms. Lessor shall be responsible for the utility charge associated with the pump out facility and the lighting of the marina docks. Any additional utility needs for the Premises shall be the responsibility of the Lessee.

SECTION 6. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES.

(a) The Lessee shall at all times during the Lease Term have a leasehold estate in the Premises with full right to the use, enjoyment and possession of such leasehold estate therein.

(b) At the end of the Lease Term and any Renewal Term, all improvements and fixtures thereon excluding the fueling system if it is financed, shall, upon the last day of the Lease Term or any Renewal Term, automatically revert to the Lessor. Upon such termination of this Lease, the Lessee shall peaceably and quietly surrender the Premises to the Lessor, together with any associated improvements and fixtures located in or upon the Premises.

(c) Any personal property of the Lessee or of any natural person, corporation,

partnership, trust, or other legal entity ("Person") which shall remain on the Premises after the expiration or earlier termination of the Lease and for thirty (30) days after the request by the Lessor for removal, shall at the option of the Lessor, be deemed to have been abandoned and may be retained by the Lessor and the same may be disposed of, without accountability, in such manner as the Lessor may see fit.

(d) If the Lessee holds over or refuses to surrender possession of the Premises after expiration or earlier termination of this Lease, the Lessee shall be a tenant at sufferance and shall be liable to the Lessor in the amount of \$100 per day thereafter.

SECTION 7. LESSOR'S INTEREST NOT SUBJECT TO CERTAIN LIENS. It is mutually intended, stipulated and agreed that neither the fee simple title to, nor any interest of the Lessor in the Premises, may be subject to liens of any nature arising by reason of any act or omission of the Lessee or any Person claiming under, by or through the Lessee, including but not limited to, mechanic's and materialmen's liens and leasehold mortgages.

SECTION 8. INSURANCE AND LICENSE.

(a) The Lessee shall secure and maintain in effect at all times during the Lease Term, and any Renewal Term hereof, insurance of the following types and minimum limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee
Professional Liability	\$1,000,000

Either prior to, or simultaneously with the execution of this Lease, the Lessee must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and professional liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its**

employees, agents, boards and commissions, as their interests may appear” as “Additional Insureds.” The Lessee shall provide a thirty-day prior written notice of cancellation to the County’s Purchasing Department. If any required insurance coverage is canceled, terminated or revoked, the Lessee agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(b) License. Lessee shall maintain all necessary business and professional licenses necessary to operate a concession and install and operate a fueling system in the State of Florida, and provide copies of the current licenses to the Lessor annually.

SECTION 9. CONDITION OF PREMISES. The Lessee agrees to accept the Premises in its presently existing condition, "AS IS". Lessee agrees to return the Premises to the Lessor at the expiration of the Lease Term, or any Renewal Term thereto, of this Lease in as good a condition as when delivered at the commencement of the Lease, normal wear and tear excepted.

SECTION 10. LIMITATION ON ASSIGNMENT AND SUBLETTING.

(a) Except as expressly provided in this Section, the Lessee shall not mortgage or otherwise encumber, or assign this Lease, or any portion hereof, or sublease all or any portion of the Premises at any time, unless the Lessor gives its prior written consent. Lessor shall not act unreasonably in this regard. In no event shall any sublease be for a term in excess of the Lease Term, except for an agreement with any petroleum product supplier which may be for any commercially reasonable term not exceeding fifteen years, or as otherwise agreed to by the Lessee and Lessor in writing. No sublease may be entered into without first being approved in writing by the County Manager of the Lessor. Any sublease approved by the Lessor for use by the Lessee shall contain provisions: (1) requiring the written consent of the Lessor for any assignment of the sublease by the sublessee; (2) authorizing termination with or without cause of the sublease by the Lessee upon thirty days' written notice to the sublessee; and (3) forbidding the sale or consumption of alcoholic beverages on the Premises. In the event this Lease is terminated or canceled for any reason, Lessee agrees to assign its rights in any sublease to the Lessor.

SECTION 11. TAXES AND FEES.

(a) All taxes, with the exception of any ad valorem taxes on the fee simple which is the subject of this Lease, shall be the responsibility of the Lessee. All taxes due which arise out of the Lessee's operation of its business on the Premises are the responsibility of the Lessee to pay to the appropriate governmental authority.

(b) Notwithstanding the foregoing provision, either the Lessor or the Lessee shall, after notifying the other party hereto of its intention to do so, have the right in its own name or behalf, or in the name and behalf of the other party hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment. Each party shall, upon request by the other party hereto, assist and cooperate with the other party hereto in any such proceedings. If the Lessor or the Lessee desires to contest such tax or assessment, it must first post bond satisfactory to the other party hereto against forfeiture or loss

of any portion of the Premises.

SECTION 12. DEFAULT BY LESSEE.

(a) Each of the following events shall be deemed a material default by the Lessee hereunder and a breach of this Lease:

(i) If the Lessee shall fail to pay, when due, any sum which the Lessee is obligated to pay under the terms and provisions of this Lease, including any taxes or fees due under Sections 1.A. and 11 herein and such sum remains unpaid for a period of ten days after receipt of written notice thereof to the Lessee from the Lessor.

(ii) If the Lessee shall, in violation of Section 10, attempt to pledge the leasehold estate hereby created, or to assign this Lease, or any portion thereof, or to sublease any portion of the Premises or associated improvements and fixtures.

(iii) If the Lessee shall use the Premises or associated improvements and fixtures for any purpose not permitted by this Lease, and such use shall continue for a period of ten days after the Lessor shall have given written notice to the Lessee to desist from such use.

(iv) If the Lessee shall allow any sublessee to use the Premises or associated improvements and fixtures for any purpose not permitted by this Lease, and such use shall continue for a period of ten days after the Lessor shall have given written notice to the Lessee to stop such use.

(b) In the event that any item of default set forth above is of such a nature that it cannot be remedied within the time limits therein set forth, then the Lessee shall have such additional time as is reasonably necessary to cure such default, provided the Lessee diligently commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

(c) In the event the Lessor engages in any criminal activity on the Premises, abandons the Premises or allows other activity injurious to the public's health, safety and welfare and capable of causing great public harm, then the Lessor may declare the Lease terminated immediately and take such measures to secure the Premises and remedy the harm.

SECTION 13. REMEDIES OF LESSOR. Upon the occurrence of any default by the Lessee as set forth in Section 12 which has not been cured (and is not in the process of being cured) under Section 12(b), but not otherwise, the Lessor may take or bring whatever action as may be allowable at law or in equity and as may appear necessary or desirable to enforce its rights hereunder, which shall include the right to declare this Lease terminated. Said remedies are cumulative and the exercise of one shall not be deemed an abandonment of any other remedy.

SECTION 14. NO WAIVERS. No waiver by either party hereto at any time of any of

the terms, conditions, covenants or agreements of this Lease, nor noncompliance therewith shall be deemed or taken as a waiver at any time of the same, of any other term, condition, covenant or agreement herein contained, or of the strict and prompt performance thereof by the other party hereto. No delay, failure or omission by either party hereto to exercise any right, power, privilege or option arising from any default shall impair any right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by either party hereto shall be required to restore or revive time as being of the essence hereof after waiver by either party of default in one or more instances. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Lease are cumulative, and no one of them shall be exclusive of any other or exclusive of any remedies provided by law.

SECTION 15. QUIET ENJOYMENT. The Lessor agrees that the Lessee, upon the payment of the rent due under Section 1A of this Lease, taxes and fees, and all other payments and charges, if any, to be paid by the Lessee under the terms of this Lease, and observing and keeping the agreements and covenants of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance or molestation from the Lessor or anyone claiming by, through or under the Lessor.

SECTION 16. TERMS BINDING UPON SUCCESSORS. All the terms, conditions, and covenants of this Lease shall inure to the benefit of and be binding upon the allowable successors and assigns of the parties hereto.

SECTION 17. CONDEMNATION.

(a) In the event that any Person, public or private, shall, by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Lease acquire title to the Premises, then such acquisition of title shall terminate this Lease, effective as of the date on which the condemning party takes possession thereof. The net proceeds shall be paid to the Lessor and Lessee. The Lessee or any approved assignee shall only be entitled to that portion of the award attributable to the value of the improvements constructed by Lessee on the property.

(b) In the event that any Person, public or private, shall, by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Lease acquire title to such substantial portion thereof that the Lessee determines that it cannot economically make use of the residue for the lawful purposes intended in this Lease, such acquisition of title shall terminate this Lease, effective as of the date on which the condemning party takes possession thereof, and the net proceeds resulting therefrom shall be paid to the Lessor and the Lessee. The Lessee or any approved assignee shall only be entitled to that portion of the award attributable to the value of the improvements constructed by Lessee on the property.

(c) In the event that any Person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Lease, acquire title to a portion of the Premises only, and the Lessee determines that it can

economically make beneficial use of the residue thereof for the lawful purposes intended by this Lease, then this Lease shall continue in full force and effect and the net proceeds resulting from the condemnation or eminent domain shall be paid to the Lessor and the Lessee. The Lessee or any approved assignee shall only be entitled to that portion of the award attributable to the value of the improvements constructed on the property.

(d) It is understood that the foregoing provisions of this Section 17 shall not in any way restrict the right of the Lessor to appeal the award made by any court or other public agency in any condemnation proceeding.

SECTION 18. INDEMNITY.

(a) Lessee shall promptly defend, indemnify, and hold harmless the Lessor, and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone in connection with Lessee's tenancy including, but not limited to, any claims against it arising from: the activities of any sublessee on the Premises; the installation, operation and sale of fuel; fuel spills, the disposal of any hazardous, toxic, or biohazardous waste, the Lessee's employee's misuse of the pump out facility on the Premises, the sale and rental of personal water craft, the operation of the concession building, or from any liability arising out of any activity or occurrence on the Premises. Lessor shall not be liable to Lessee, or to Lessee's employees, patrons or visitors, or to any other person for damages to said persons or property or the Premises caused by Lessee, and Lessee agrees to indemnify and defend Lessor and to hold Lessor harmless from all claims for any such damages caused by Lessee, whether the injury occurs on or off the Premises.

(b) In light of the Lessor being a governmental entity, nothing herein is intended to serve as a waiver of the Lessor's sovereign immunity protections nor does it extend the Lessor's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Lease, the Lessor's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time. The provisions of this Section shall survive the expiration or termination of this Lease.

SECTION 19. SIGNAGE. A sign indicating the brand name of the fuel sold by the Lessee shall be authorized to be placed on the Premises in such a manner that it is able to be seen by boaters from the water. The size of the fuel sign and its location must be in accord with the Lessor's sign regulations, a copy of which has been furnished to the Lessee. The fuel sign must be approved by the Lessor prior to posting but said approval shall not be unreasonably withheld. The Lessor shall maintain a permanent sign on U.S. Highway 17 for the Knight Boat Ramp that shall also state that the Facility is a full-service marina and which shall indicate that fuel, bait, food, etc., is sold on the Premises. The Lessee shall not be identified by name on the permanent sign on U.S. Highway 17 but Lessee is authorized to install a sign with the name of its business on the concession/bait shop building. The sign may not be installed until it has first been approved by the Lessor.

SECTION 20. FUEL SYSTEM.

(a) Installation, Operation and Reporting. Lessee's installation and operation of the fuel system shall be accomplished in a workmanlike manner to conform with the provisions of Chapter 62-762, Florida Administrative Code, and all other applicable laws. When the installation is completed, it shall be inspected and approved by all agencies with jurisdiction prior to the sale of any fuel. Lessee shall provide the Lessor with a schedule and list of all reporting documents necessary for the installation and operation of the fuel system. Lessee agrees to be primarily responsible for preparing and filing the required reporting documents with the appropriate agency. To the extent any agency levies any fine against the Lessor for failure to file any required report concerning the fuel system, then the Lessee shall pay said fine, interest, late charges and any costs incurred by the Lessor as a result, including attorney's fees associated therewith.

(b) Chapter 62-762, Florida Administrative Code, also requires that Lessee prepare a site-specific Fuel Spill plan. Lessee agrees to prepare this plan and train its personnel working on the Premises so as to minimize the adverse impact of any fuel spill event on the Premises. In the event of a spill which requires the implementation of the provisions of the Fuel Spill plan, Lessee shall immediately notify Lessor and within ten days following the event submit a written report to the Lessor describing the spill, the response, any lingering contamination or pollution and the provisions made to completely clean the spill, all actions necessary to bring the spill site into compliance with all applicable laws, monitoring activities, and the position of the Florida Department of Environmental Protection or the United States Department of Environmental Protection as to the status of the spill, and any reporting responsibilities to any other state or federal agency, if any.

(c) Lessee shall be responsible for ensuring that the fuel system is adequately maintained, secure, and in good working order.

(d) It is the intention of the parties hereto that during the Lease Term and any Renewal Term, the Lessee will be responsible for all costs associated with the installation, operation, reporting and maintenance of the fuel system installed on the Premises, as well as any fines or other financial liability arising out of reporting or operational failure.

SECTION 21. PUMP OUT. Lessee shall operate and manage the pump out facility on the Premises and assist boaters with its use. The pump out facility must remain open to the public during its useful life. Lessee shall collect the pump out fee from users but shall not be entitled to charge more than \$5.00 per pump out. Lessee shall turn over the pump out fees collected to the Lessor on a monthly basis. Lessor agrees to be responsible for the maintenance and repair of the pump out facility. Lessee shall notify the Lessor if and when maintenance and repair of the pump out is necessary and receive written permission to do so in advance. In the event the Lessee incurs expenses related to the maintenance and repair of the pump out facility, then the Lessor shall reimburse the Lessee for said expenses upon submission of a request for reimbursement and documentation supporting the expenses.

SECTION 22. SCRUTINIZED COMPANIES CERTIFICATION. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Lessee is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Lease if the Lessee is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 23. PUBLIC RECORDS. The Lessee acknowledges the Lessor's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Lessee acknowledges that the Lessor is required to comply with the Public Records Laws in the handling of the materials created under the Lease and that the Public Records Laws control over any contrary terms in the Lease. The Lessee shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Lease. A request to inspect or copy public records relating to the Lease must be made directly to the Lessor.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 24. MISCELLANEOUS.

(a) This Lease shall be governed by and be construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Lease lies in Clay County, Florida.

(b) Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, or by any reliable and nationally recognized overnight delivery service, addressed as follows:

To Lessee:

To Lessor:

Clay County Manager

(904) _____

c/o Division of Parks and Recreation
P.O. Box 1366
Green Cove Springs, Florida 32043
(904) 269-6378

Notice may also be delivered to such other address or party as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed as served, made and effective seventy-two (72) hours after posting.

(c) It is mutually acknowledged and agreed by the parties hereto that this Lease contains the entire agreement between the Lessor and the Lessee with respect to the subject matter of this Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same.

(d) Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, other than as landlord and tenant.

(e) The headings and captions of this Lease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting this Lease.

(f) For purposes of computing any period of a number of days hereunder for notices or performance of ten (10) days or fewer, Saturdays, Sundays and legal holidays shall be excluded.

(g) If any provisions of this Lease shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Lease, and this Lease shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall the Lessee or its assigns have any cause of actions against the officers or employees of the Lessor, or against any elected official of the Lessor based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

(h) This Lease may be amended from time to time only by written agreement duly authorized and executed by the parties hereto.

(i) Time is of the essence with respect to this Lease.

(j) In the event of any action or administrative proceeding between the parties arising under the terms of this Lease, the prevailing party will be entitled to an award of reasonable attorney fees and costs, including attorney fees and costs associated with all appeals, incurred by it, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency. Nothing contained herein is intended to serve as a waiver of sovereign

immunity and extend the Lessor's liability beyond the limits established in Section 768.28, Florida Statutes.

(k) Lessee agrees that it shall not authorize third parties to use the parking lot of the Knight Marina Facility or adjacent property which is not included within the Premises for any purposes which would compete directly with the Lessee's commercial operation of the Premises.

(l) The Lessee understands and agrees that during any disaster scenario, the Lessor and its Emergency Management Department may use the Knight Marina Facility, including the parking lot, boat ramps, and open space on the Premises. In the event of any disaster scenario, the Lessor will provide notice to Lessee of its intended use, the expected length of use, and the point of contact for such use. The Lessor agrees to have the Premises cleared and properly restored following the disaster scenario. Lessor agrees to indemnify and hold harmless the Lessee and its agents from and against any loss, cost, suit, or damage to the extent set forth in section 768.28, Florida Statutes, to which the Lessee or its agents may be subject because of injury to the persons or property of others resulting from Lessor's use of the Premises during a disaster scenario as provided for under this sub-section.

(m) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Lease and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Lease on behalf of such party and that the Lease will constitute a legal and binding obligation of such party.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

LESSOR:

**Clay County, a political subdivision of
the State of Florida**

By: _____
_____, Its Chairman

Attest:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

LESSEE:

By: _____
_____, its Manager

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EXHIBIT A

(Map goes here)

Sample Contract

COMPOSITE EXHIBIT B

(Pertinent portions of RFP and Lessee's Response here)

Sample Contract

EXHIBIT C

(Marina Berthing Agreement here)

Sample Contract

RFP No. 21/22-25, Management of Knight's Marina Facility (RE-BID)

SAMPLE BUSINESS / MARKETING PLAN

1. Executive Summary

The Michigan Marine market has fast outpaced the United States Marine industry growth rates consistently for the past three years. The rapid growth in the Michigan Marine industry has also increased the demand for Marinas.

2. Our Products and Services

We offer XYZ

3. Our Mission and Vision Statement

- Our vision at Watershed Inc. is to be a globally respected provider of recreational boats storage and service facility, commanding the largest market share in Michigan.
- At Watershed Inc., our mission is to deliver storage and service excellence to recreational boat owners, at any location across the world.

4. Our Business Structure

Mr. Tony Crane will work as the CEO of the marina for the first three years for a minimal salary of \$32,000 in exchange for his energy and expertise. Our board of directors that comprises of marina and business experts will be compensated for their services by a return of profits on their investment.

Two storage and maintenance staff will work the storage and docks for the first year compensated solely by commissions earned on a 5% pay scale. Additionally, three mechanics, specializing in sailboats and yachts, will be paid \$4,800 monthly.

The mechanics' salaries will steadily increase every year by 5% to reflect the increased human capital acquired by the mechanics' maintenance experience with our vehicles and our photovoltaic cells. The maintenance and secretarial staff will take care of administrative matters and facility decorum. Below are the professionals we plan to employ at Watershed Inc.

- Chief Executive Officer
- Marina Storage Manager
- Human Resources and Admin Manager
- Sales and Marketing Manager
- Information technologist
- Accountants/Cashiers
- Maintenance and Secretarial staffs
- Cleaners

5. Job Roles and Responsibilities

Chief Executive Officer

- Enhance company's effectiveness by recruiting, selecting, orienting, training, coaching, counselling, and disciplining managers; communicating values, strategies, and objectives; assigning accountabilities; planning, monitoring, and appraising job results
- Tasked with fixing prices and signing business deals
- Tasked with providing direction for the business
- Establishes, communicates, and implements the marina's vision, mission, and overall direction – i.e. leading the development and implementation of the overall marina's strategy.
- Charged with signing checks and documents on behalf of the company
- Evaluates the success of the marina

Admin and HR Manager

- Tasked with overseeing the smooth running of HR and administrative tasks for the marina
- Tasked with maintaining office supplies by checking stocks; placing and expediting orders; evaluating new products.
- Makes sure operation of equipment by completing preventive maintenance requirements; calling for repairs.
- Defining job positions for recruitment and managing interviewing process
- Carrying out induction for new team members
- Tasked with training, evaluation and assessment of employees
- Tasked with arranging travel, meetings and appointments
- Oversee the smooth running of the daily office/business activities

Marina Storage Manager

- Tasked with managing the daily activities in the marina
- Ensures that proper records of boats are kept.
- Ensures that the marina facility is in tip top shape and boats are properly arranged and easy to locate
- Interfaces with third – party suppliers (vendors)
- Controls distribution and supply chain inventory
- Supervise the workforce in the marina

Marina Marketing Manager

- Takes care of external research and coordinate all the internal sources of information to retain the marinas' best customers and attract new ones
- Models demographic information and analyze the volumes of transactional data generated by customer purchases
- Identifies, prioritizes, and reaches out to new partners, and business opportunities et al
- Identifies development opportunities; follows up on development leads and contacts

- Tasked with supervising implementation, advocate for the customer's needs, and communicate with clients
- Documents all customer contact and information
- Represents the company in strategic meetings
- Helps to increase sales and growth for the company

Accountant/Cashier

- Tasked with preparing financial reports, budgets, and financial statements for the marina
- Provides managements with financial analyses, development budgets, and accounting reports
- Tasked with financial forecasting and risks analysis
- Performs cash management, general ledger accounting, and financial reporting
- Tasked with developing and managing financial systems and policies
- Tasked with administering payrolls
- Ensuring compliance with taxation legislation
- Handles all financial transactions for the marina
- Serves as internal auditor for the marina

6. SALES AND MARKETING STRATEGY

Seasonal Slip Rental Fees

In alignment with market area rental rates, we have projected a rate of \$51.00 Per linear foot in 2022 for 9 meter slips with no services; \$56.00 per linear foot with 30 amp power and Water available to each 9 and 11 meter slip; \$61.00 per linear foot with 50 amp power and water available To each 14 meter slip.

However, as an inducement to encourage the Traverse City Yacht Club members to use the marina, we have reduced the opening year rates for the un-serviced 9 meter slips by 20 Percent, and have assumed this reduction will be reduced by 2 percent each year between 2022 and 2031 (i.e. \$40.80 per linear foot vs. \$51.00 in 2022, \$51.40 vs. \$57.15 in 2026, and \$64.65 vs. \$64.65 by 2031).

Transient Slip Rental Fees

Also, we have projected transient slip rental rates in keeping with the other marinas in the market area in the opening year of: \$1.70/ft for less than one day (i.e. 12 Hours or less), \$1.95/ft for stays of one day (i.e. more than 12 and a maximum of 24 hours), and \$5.75/ft. for stays of up to 7 days in 2022. Rates increase by inflation in Year 2 and one percent above inflation each Year thereafter.

Boat Launch Revenue

Here, we have projected that an average of 25 boats per day will use the Launch ramp at the existing marina. We have projected revenue based on either \$6.75 per launch. Rates increase by inflation each year beyond 2022.

Marketing Strategy and Sales Strategy

In addition, publicly available sources of information like corporate websites, industry association sources and websites etc. have been used to come up with comparisons of service offerings and prices. Our marketing strategy will focus on establishing and growing long term relationships with customers.

We also plan to use a relationship approach as the mainstay of our sales and marketing strategy. Our management team's network of contacts and references will be leveraged to provide Watershed Inc with business leads. Additionally, Press Releases, Advertisements in relevant magazines and newspapers will reach out to the wider customer base.

Interested customers will be provided with brochures with detailed description of Watershed Inc services and the benefits customers would get from using our services. We at Watershed Inc also plan to maintain a very visible presence at variety of Sea Shows conducted by various Marine associations.

7. Publicity and Advertising Strategy

Due to the importance of word-of-mouth/referrals in the boating storage industry, we have put together plans to create awareness, stimulate trial, and build referrals. A cost-effective campaign, focused on direct marketing, publicity, Internet web page, and advertising is being proposed. Our publicity and advertising strategy was effectively and carefully designed to communicate our brand. Below is how we plan to promote Watershed Inc.

- Put adverts on community-based newspapers, radio and TV stations
- Encourage the use of word of mouth publicity from our loyal customers
- Make use of the internet and social media platforms like, Instagram, Facebook, Twitter, LinkedIn, Snap chat, Google+ and other platforms to promote our business.
- Make sure we position our banners and billboards in strategic positions all around Traverse City
- Share our fliers and handbills in target areas in and around Traverse City
- Advertise our used boats dealership business in our official website and employ strategies that will help us pull traffic to the site
- Brand all our official boats and trucks and ensure that all our staff members and management staff wear our branded shirt or cap at regular intervals

8. Our Pricing Strategy

We at Watershed Inc have done a detailed analysis of the pricing offered by our competition. Based on this analysis, we have arrived at a pricing that is competitive but also supports profitable growth for the marina. We hope to benefit from our low overheads and the advantage of being based within the region to offer lower prices as compared to the global players.

A fuller range, wider reach and superior quality of our services, in addition to our competitive pricing, would position us as providing better value to our customers as compared to our local

competitors. We would be able to offer our customers credit terms which are not normally available to such customers.

We also offer Customized Care Services completely free of charge, as an added value to our pricing model. However, our customers who enter into long term contracts with us would be charged a flat fee-based pricing, with no hassles of detailed billing and reconciliation.

**RFP No. 21/22-25, Management of Knight's
Marina Facility (RE-BID)**

Sample Budget Plan

Revenue

	Amount	
Marina berth rentals	\$ -	
Fuel sales	\$ -	
Food sales	\$ -	
Retail sales (bait, tackle, etc.)	\$ -	
Other revenue	\$ -	
Total	\$ -	

Expenses

	Amount	
Staff	\$ -	
Training	\$ -	
Overtime	\$ -	
Workers Comp	\$ -	
FICA	\$ -	
Health Insurance	\$ -	
Dental Insurance	\$ -	
Retirement	\$ -	
Fuel	\$ -	
Food	\$ -	
Bait	\$ -	
Tackle	\$ -	
Uniform	\$ -	
Travel	\$ -	
Marketing	\$ -	
Utilities - Electric	\$ -	
Utilities - Water	\$ -	
Insurance	\$ -	
Bank/Credit Card Charges	\$ -	
Total	\$ -	