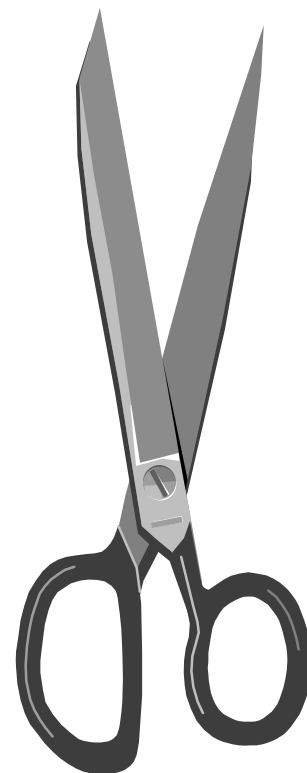


Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.:	056-0459-P (TS)
PROPOSAL TITLE:	Concession Service - Fort Desoto Park (Re-Bid)
DUE DATE/TIME	April 6, 2006 @ 3:00 P.M.
SUBMITTED BY:	_____
	(Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed proposal package if applicable.

**SUBMIT
PROPOSAL
TO:**

Pinellas County Board of County
Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

**REQUEST FOR
PROPOSAL**

**PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

PROPOSAL TITLE: Concession Service - Fort Desoto Park (Re-Bid)**PROPOSAL NO: 056-0459-P (TS)**

**PRE-PROPOSAL CONFERENCE: PRE-PROPOSAL CONFERENCE: NON-MANDATORY
DATE/TIME: March 17, 2006 @ 9:00 A.M., to be held at Pinellas County Purchasing
Conference Room, 5th Floor, Annex Bldg. 400 S. Ft. Harrison Ave. Clearwater, FL 33756**

www.pinellascounty.org

**NOTE: There is a mandatory site visit and each proposer is required to attend and
required to complete attachment 1, Site Visit Questionnaire, as part of the submittal
requirement**



**PROPOSAL IS DUE: April 6, 2006 3:00P.M. AND MAY NOT BE
WITHDRAWN FOR: 120 DAYS AFTER SUCH DATE AND TIME.**

ISSUE DATE:

March 3, 2006

DEADLINE FOR WRITTEN QUESTIONS: March 21, 2006 by 3:00 P.M.**CONTACT PERSON: TIM SHOBY, CPPB****EMAIL ADDRESS: tshoby@co.pinellas.fl.us****PHONE: 727 464-4271****FAX: 727/464-3925****COMMISSIONERS**

**KENNETH T. WELCH - CHAIRMAN
RONNIE DUNCAN - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
ROBERT B. STEWART**

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive
public policy, superior public service, courteous public
contact, judicious exercise of authority and sound
management of public resources to meet the needs and
concerns of our citizens today and tomorrow.

Joe Lauro
**JOSEPH LAURO,
CPPO/ CPPB
Director of Purchasing**

SECTION A**GENERAL CONDITIONS OF REQUEST FOR PROPOSAL****1. SUBMISSION OF PROPOSAL:**

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

SECTION A - GENERAL CONDITIONS - CONTINUED**2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in Section B. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the /proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E (Scope of Work) of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

SECTION A - GENERAL CONDITIONS - CONTINUED**8. CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted.

11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

13. COLLUSION:

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

SECTION A - GENERAL CONDITIONS - CONTINUED**14. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records relating to the License Agreement between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

15. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

16. COUNTY INDEMNIFICATION:

Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- a) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

17. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

18. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

19. CERTIFICATE OF INSURANCE:

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

SECTION A - GENERAL CONDITIONS - CONTINUED**20. CANCELLATION:**

- a) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- b) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

21. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. LOBBYING:

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

24. ADD/DELETE LOCATIONS/SERVICES:

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

SECTION A - GENERAL CONDITIONS - CONTINUED

26. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.
 - (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing. (Ord. No. 94-51, § 5, 6-7-94)
 - (b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
 - (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
 - (d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
 - (e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
 - (f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.
 - (g) *Review of Purchasing Director's decision.*
 - (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.
 - (2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.
 - (3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.
2. *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONCLUDED**27. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

- 28. EXCEPTIONS:** Proposer is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Proposal. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

SECTION B - SPECIAL CONDITIONS**CONCESSION SERVICE – FORT DE SOTO PARK (Re-Bid)
056-0459-P (TS)****1. OBJECTIVE:**

Pinellas County is seeking proposals from interested and qualified Contractor(s) to enter into an agreement to provide concession services at Ft. De Soto Park, located at 3500 Pinellas Bayway South, Tierra Verde, Florida 33715.

2. PROPOSAL REQUIREMENTS:

Proposers shall include sufficient information to allow the County to thoroughly evaluate their proposals. Each proposal submitted shall be evaluated by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

3. PERIOD OF CONTRACT:

The contract shall be for a period mutually agreed upon by the County and the successful proposer, not to exceed 5 years. Operations must begin effective July 1, 2006 or as mutually agreed upon by the County and the successful vendor.

4. OPTION OF RENEWAL:

The contract may be renewed upon mutual written agreement from the County and successful proposer, for (2) two additional periods beyond the primary contract period as mutually agreed upon. This option shall be exercised only if County may re-negotiate any and all terms and approval is granted by the County Administrator or Director of Purchasing.

5. NON-MANDATORY PRE-PROPOSAL CONFERENCE/ MANDATORY SITE VISIT:

There will be a non-mandatory pre-proposal conference on **March 17, 2006 @ 9:00 am** to be held at Pinellas County Purchasing Conference Room, 5th Floor, Annex Bldg. 400 S. Ft. Harrison Ave. Clearwater, FL 33756. All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Request for Proposal.

NOTE: There is a mandatory site visit and each proposer is required to attend and required to complete attachment #1, Site Visit Questionnaire, as part of the submittal requirement. Due to the scope of the project, proposals received from proposers(s) who do not complete the mandatory site visit may be judged non-responsive.

6. PERFORMANCE SECURITY:

The successful proposer must supply a Performance Security in the amount of **\$10,000.00** prior to execution of the contract. The Performance Security must be in the form of a bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to Pinellas County Board of County Commissioners. NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.

7. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and six (6) copies with the 'Original' clearly marked.

SECTION B - SPECIAL CONDITIONS

8. ITEMS TO BE RETURNED WITH PROPOSAL:

	Section D	Contractor References see page 1
	Section E	Proposal Submittal
	Section F	Proposal Signature Page
	Section G	Addendum Acknowledgement Form (If Applicable)
	Section H	Statement of No Submittal (If Applicable)
	Attachment #1	Site Visit Questionnaire

9. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
March 3, 2006	Advertising & Publishing RFP
March 17, 2006	Pre-proposal Conference
March 21, 2006	Deadline for Questions/Clarifications
April 6, 2006	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
April 13, 2006	Recommendation due to Purchasing from Park & Recreation
May 2, 2006	Submit recommendation to Board for Award of Contract

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

SEE ATTACHED CONCESSION LICENSE AGREEMENT IN **SECTION I** FOR INSURANCE REQUIREMENTS.

SECTION D – VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. _____
Company

Address

Telephone/Fax

Contact

3. _____
Company

Address

Telephone/Fax

Contact

2. _____
Company

Address

Telephone/Fax

Contact

4. _____
Company

Address

Telephone/Fax

Contact

SECTION E – SCOPE OF WORK**Proposal Title: Concession Service - Fort Desoto Park (Re-Bid)**
Proposal Number: 056-0459-P (TS)

Fort. De Soto Park (sometimes referred to as the "Park") is 1,136 acres with over 2.8 million visitors annually. The Park was rated by "Dr. Beach" as America's Best Beach 2005. The Park boasts two fishing piers, a 238 site campground, a 30 lane boat launch, multiple picnic areas, a 6 mile paved shared use trail, nature trail, canoe/kayak trail, a historic fort, a pet park with beach access, and miles of undisturbed beach. Visitors enjoy boating, kayaking, bicycling, beach going, nature appreciation, camping, heritage tourism, fishing, picnicking, and numerous other outdoor activities. Park operating hours are 365 days a year from sunrise to sunset. The boat ramp and piers are open 24 hrs. a day, 7 days a week. See Attachment # 2 entitled "Fort De Soto History" for additional details regarding history of the Park.

A. SCOPE OF WORK

The County desires to provide for Park concession services as defined herein, through a concession license agreement. The terms and conditions of which shall be in Section I, "Concession License Agreement". The County has established minimum services that are currently available at the Park (hereinafter "Basic Services"). Proposals are desired that include these Basic Services that must be operational and available effective July 1, 2006.

B. BASIC SERVICES

The following minimum services must be provided at the Park:

1. Food and beverage sales using the existing facilities at the Park and servicing the Bay Pier, Gulf Pier, Fort Gift Shop, and North Beach;
2. Vending machines in approved locations throughout the Park;
3. Retail sales, in the existing facilities, (including, but not limited to, bait & tackle at the Bay Pier and Gulf Pier, souvenirs, suntan lotion);
4. Campground store; and
5. Recreation equipment rental including, but not limited to, canoes/kayaks and bicycles.

C. EXCLUDED SERVICES

Services specifically excluded are:

1. Jet ski rentals, power boat rentals, scooter rentals, parasailing, amusement rides, attractions such as miniature golf and/or any other activity that may conflict with or diminish the mission of the Parks and Recreation Department.
2. Ferry service to Egmont Key will not be considered as part of this RFP.
3. Sale of Alcohol.

D. SPACE/FACILITIES

Existing space and/or facilities currently at the park include:

1. Bay Pier snack bar/bait shop is 889 square feet and is located on the Bay Pier. The facility and space will be provided until approximately 2016, after which the pier will be demolished and replaced. Continuation of the service will be contingent upon the construction of a facility landside as determined in the sole discretion of the County;
2. Gulf Pier snack bar/bait shop is 1,200 square feet and is free standing on land;
3. Fort gift shop/snack bar is 2,520 square feet with outdoor seating; and
4. North Beach snack bar is 1,150 square feet with outdoor seating.

SECTION E – SCOPE OF WORK CONTINUED**E. PROPOSAL FORMAT**

Proposers shall submit proposals for the package of Basic Services. Proposals submitted for the package of Basic Services shall include all of the required Basic Services or the bid/proposal will be rejected as non-responsive.

If a bidder intends to subcontract one or more services, the bidder must disclose that intent in the proposal. Contract award may be given to one or multiple Contractors, although preference will be given to single source providers.

F. COUNTY CONTRACTS:

Contractor must comply with County exclusive sponsorship contract(s) for specified products (e.g. - beverages, suntan lotion) that exist, now or in the future, within sixty (60) days of notice from County of the existence of the County contract. Contractor will have the option to purchase under such agreements at pricing levels as stipulated in such agreements. However, Contractor will have the right to purchase products that comply with such agreements from any source.

G. EXCLUSIVITY:

Exclusivity granted to Contractor in an agreement shall mean that the County shall not grant a concession license agreement to any other party for the same or similar goods or services in Fort De Soto Park provided by Contractor during the term hereof; provided, however, the exclusive rights granted herein shall not apply to special events authorized by the County, or prohibit members of the public from using the park, or utilizing third parties to provide goods or services permitted by and in accordance with Parks and Recreation Department rules and regulations or applicable County Ordinances.

H. MINIMUM OPERATING STANDARDS:

1. Equipment shall be in operable condition at all times. All equipment must be approved by the Parks and Recreation Department;
2. Employees shall be identified by a uniform and nametag. Pinellas County reserves the right to approve uniforms;
3. Employees shall maintain personal hygiene and appearance in accordance with food and food preparation sanitary procedures;
4. Snack Bar Menus and pricing shall be presented and approved by the Parks and Recreation Department prior to implementation;
5. Signage, brochures, advertising, and all print material shall be presented and approved by the Parks and Recreation Department prior to publication;
6. Schedule of operation shall be approved by the Parks and Recreation Department and posted at the Park;
7. Products used and offered for sale or rental shall be of superior quality and not be dangerous, gaudy, offensive, outdated, or inadequate;
8. No glass, Styrofoam, straws, or plastic stirrers are allowed for environmental sensitivity;
9. Recycled products should be used when practical;
10. No alcohol, chewing gum or tobacco products are allowed (including candy cigarettes);
11. Staffing shall be sufficient to service demand;
12. Concessionaire may only operate in areas designated by the Parks and Recreation Department;
13. Concessionaire shall have a process to offer receipts and subsequently refunds if necessary;
14. Concessionaire shall be open and responsive to suggestions identified by the Parks and Recreation Department for improvements; and
15. Concessionaire shall perform collection of litter directly associated with its operation and ensure that the beach area and other related areas of service are maintained free of debris.

SECTION E – SCOPE OF WORK CONTINUED**I. HOURS OF OPERATION**

Contractor shall operate consistent with terms of the Concession Agreement as well as all applicable County, State and Federal laws. Any deviation from the operational hours and days set forth in an agreement shall require prior written approval by the Parks and Recreation Department. In the event of inclement weather, Contractor may request from Fort De Soto Park Supervisor, or his/her designee, authority to cease operations until the weather improves. However, any permanent deviations from this schedule require prior written approval by the Pinellas County Parks and Recreation Department.

J. STAFFING

All employees shall be subject to the approval of the County, at the County's sole option. It is the responsibility of the Contractor to perform background checks on all employees. The County will require copies of the employees' background checks for its file.

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

K. UTILITIES

Contractor shall be responsible for supplying all utility services needed to perform concession services at Fort De Soto Park.

L. PERMITS

Contractor shall be responsible to obtain, at its sole expense, all required permits from all applicable regulatory agencies, which are necessary to allow Contractor to build, renovate and/or operate.

Vendor is responsible for reviewing Pinellas County Park Ordinance, Chapter 90. Chapter 90 can be found at website address <http://www.municode.com/services/mcsgateway.asp?sid=9&pid=10274>

M. ATTACHMENTS:

1. Site Visit Questionnaire.
2. Fort De Soto History;
3. Fort De Soto Park Map;
4. Fort De Soto Park Attendance; and
5. Concession Revenues at Fort De Soto Park – titled: Apostolu Report.

N. EVALUATION CRITERIA:

This section specifies the criteria that will be used by the County to evaluate responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate their proposals including all required information as set out in this RFP.

Proposals shall be prepared simply and economically, without fancy binding, color displays, and promotional material. Emphasis on completeness and clarity of content is expected. Proposals shall be organized by section in the same name and order of the evaluation criteria that follows.

SECTION E – SCOPE OF WORK CONTINUED

Each proposal submitted shall be evaluated by an evaluation committee. The contract will be awarded to the most qualified proposer(s), **per the evaluation criteria listed:**

1. **Business Plan** – Shall include, at a minimum:
 - a. Estimated Annual Gross Sales with back-up data and methodology;
 - b. Merchandising and Marketing Plan;
 - c. Merchandise and product types to include menus and pricing;
 - d. Staffing to include Organizational Chart;
 - e. Services to be offered and Facility/Equipment Descriptions;
 - f. Business Management Policies describing controls over money, staffing, accounting, and customer service;
 - g. Operational Description with schedule of dates/times of operation; and
 - h. Camp Store Replacement Project with proposed plan, time schedule, renderings or photographs of proposed finished facility, and proposed budget for this project.
 - i. Include listing of services to be performed by subcontractor (if applicable). **(500 points)**
2. **Revenue to County** – Describe proposed revenue streams to County and estimate annual revenues to County based on data and methodology as defined in Business Plan. **(350 points)**
3. **Related Experience** – Provide summary of related experience in providing services by the proposer and subcontractor as proposed. Include qualifications (resume and/or summary of experience and qualifications) of officers and/or key management responsible for providing services as proposed. List name, title, or position and project duties for each individual. References – Complete reference form on page 12 of this RFP. In addition, list any lawsuits pending or completed in the last five (5) years involving the corporation, limited liability company, partnership, or individuals with more than ten percent (10%) interest. List all pending lawsuits and/or judgments from lawsuits in the last five (5) years which are concerned directly with your staff or part of your organization proposed for the contract. Financial Information – Complete and submit financial information as described in narrative and forms on pages 19-21 of this RFP. Provide minimum of two (2) bank references to include name, address, telephone number and type of account. **(150 points)**

SECTION E – SCOPE OF WORK

Instructions and Information:

Please fill in the following worksheets leaving no blanks.

Where information is not available, please insert “N/A” in the blank. Where amounts are zero, please insert “0” in the blank.

This RFP requires that all submissions include financial criteria and financial statements from the two most recent fiscal years. This could be 2001 and 2002, or 2002 and 2003. For this reason, you are requested to fill in the year on each section.

Definitions are provided for the relevant terms at the beginning of the worksheet. Vendors submitting proposals are evaluated on the following criteria (defined below): (1) profitability, (2) operational effectiveness, (3) liquidity / solvency, (4) percentage of requested financial materials submitted, and (5) quality and type of financial materials submitted. Audited materials or those reviewed by a CPA are the most desirable and increase the score of the vendor. This worksheet is being included in the RFP to standardize the required information and provide greater equity in the evaluation process between all the vendors. The financial evaluation is separate from the other portions of the RFP process and is scored by the Pinellas County Office of Management and Budget as follows.

- (1) **Profitability** =
$$\frac{\text{Net Income}}{\text{Total Assets}}$$
- (2) **Operational Effectiveness** =
$$\frac{\text{Net Profit}}{\text{Net Sales}}$$
- (3) **Liquidity** =
$$\frac{\text{Cash} + \text{Cash Equivalents} + \text{Accounts Receivable}}{\text{Current Liabilities}}$$
- (4) **Required Materials Submitted**
 Statement of net worth for both years
 Financial Statements / Tax Returns for both years
 Balance Sheets as of October

A raw score will be converted to a number score to reflect the required percentage of this particular portion of the overall score.

SECTION E – SCOPE OF WORK**DEFINITIONS – Use these definitions to assist you in filling out the subsequent forms**

Accounts Receivable is defined as a debt owed to an enterprise that arises in the normal course of business dealings and is not supported by negotiable paper. For example, the charge accounts of a department store. Income due from investments (unless the investments are the business itself) is not usually shown in accounts receivable. A claim against a debtor usually arising from sales or services rendered; not necessarily due or past due.

Cash is defined as ready money, currency, coins, negotiable checks, bank balances, or anything that circulates as money.

Cash Equivalents are defined as case that is not actually or constructively received (i.e. property instead of cash).

Debt is a sum of money due by certain and express agreement. A specified sum of money owing from one person or entity to another. Debt includes not only the obligation of the debtor to pay, but right of the creditor to receive and enforce payment.

Net Income is income subject to taxation after allowable deductions and exemptions have been subtracted from gross income. The excess of all revenues and gains for a period over all expenses and losses of the period.

Assets are defined as all property and money held by a person, company, association, or corporation. More specifically, it is the entire property, real and personal, tangible and intangible including patents and causes of action which belong to any person, association, corporation or estate that is applicable or subject to the payment of his or her or its debts.

Liabilities are obligations, either absolute or contingent, which may or may not ripen into a debt that one must pay. Accounts, wages, salaries payable, dividends declared payable, accrued taxes payable, fixed or long-term obligations such as mortgage bonds, debentures, and bank loans are all examples of liabilities.

Net Profits are the amount of all sales minus the cost of goods and services sold.

Net Sales are gross sales minus returns, allowances, rebates, and discounts.

SECTION E – SCOPE OF WORK

1. Please provide financial statements for the most recent two years, which include the following:

	Year 1	Year 2
Accounts Receivable	_____	_____
Trade Notes minus allowance for bad debts	_____	_____
<i>Total Checking</i>	_____	_____
<i>Total Savings, IRA, 401K</i>	_____	_____
<i>Cash on Hand</i>	_____	_____
<i>Cash in Register</i>	_____	_____
<i>Petty Cash</i>	_____	_____
<i>Inventory</i>	_____	_____
<i>(-) Accumulated Depreciation</i>	_____	_____
<i>(-) Retained Earnings</i>	_____	_____
Net (or Taxable) Income	_____	_____
Deposits	_____	_____
Loans to Shareholders	_____	_____
Mortgage and Real Estate Loans	_____	_____
Common Stock	_____	_____
Securities (Other)	_____	_____
Depreciable / Deletable Intangible Assets	_____	_____
Other Assets	+ _____	+ _____
Total Assets		

SECTION E – SCOPE OF WORK

	Year 1	Year 2
Accounts Payable	_____	_____
Salaries/Wages Payable	_____	_____
Repair/Maintenance Due	_____	_____
Bad Debts	_____	_____
Debts Payable	_____	_____
Mortgages, Notes, Bonds Payable	_____	_____
Interest Payable	_____	_____
Loans from Shareholders	_____	_____
Capital Stock	_____	_____
Additional paid-in Capital	_____	_____
Other Current Liabilities	+ _____	+ _____
Total Liabilities	<div></div>	<div></div>

SECTION E - SCOPE OF WORK - CONTINUED
--

2. What was your total Net Income after deductions and costs for the most recent two years?

Yr 1

Yr 2

Net / Taxable Income

If you were not a corporation during that time, your net income is your "**taxable income**" on the IRS 1040 or 1120 forms.

3. If you were structured as a business, partnership, or corporation, what were your net profits in the two most recent years?

Yr 1

Yr 2

Net Profits

Net Profits are the amount of all sales minus the cost of goods and services sold.

4. If you were structured as a business, partnership, or corporation, what were your net sales in the two most recent years?

Yr 1

Yr 2

Net Sales

Net Sales are gross sales minus returns, allowances, rebates, and discounts.

5. What was your net worth for the most recent two years?

Net Worth = Assets minus Liabilities

Year 1

Year 2

Assets**Liabilities**- - **Net Worth**

Your "**net worth**" is the total of all **assets minus** the total of all **liabilities**.

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS
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Proposal Title: Concession Service - Fort Desoto Park (Re-Bid)
Proposal No.: 056-0459-P (TS)

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and **Six (6)** copies.

VENDOR NAME: _____

VENDOR ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

* REQUIRED ENTRY – ACCOUNT REP

EMAIL ADDRESS: _____

* REQUIRED FOR ELECTRONIC NOTIFICATIONS

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

AUTHORIZED SIGNATURE: _____

NAME & TITLE (print): _____

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE (REMIT TO)	
SMALL BUSINESS AFFIDAVIT (IF APPLICABLE)	
SURVEY - PURCHASING	

SECTION G - ADDENDUM ACKNOWLEDGMENT FORM

Proposal Title: Concession Service - Fort Desoto Park (Re-Bid)
Proposal No: 056-0459-P (TS)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO. SIGNATURE/PRINTED NAME DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase, listed under category 'Bid Schedule'.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. **Thank you.**

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **056-0459-P (TS) Concession Service - Fort Desoto Park (Re-Bid)**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
_____ Insufficient time to respond to the Request for Proposal.
_____ We do not offer this product or service.
_____ Our schedule would not permit us to perform.
_____ Unable to meet specifications.
_____ Unable to meet Bond requirement.
_____ Specifications unclear (explain below).
_____ Unable to Meet Insurance Requirements.
_____ Remove Us from Your "Notification List" Altogether
_____ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SECTION I – CONCESSION LICENSE AGREEMENT

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT, made and entered into as of the ____ day of _____, 2006 ("Effective Date"), by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____ whose address is _____ hereinafter referred to as the "Contractor".

W I T N E S S E T H :

WHEREAS, the County has previously determined that it has a need for Concession Services, as defined herein, at Ft. DeSoto Park, a County-operated park facility at 3500 Pinellas Bayway S., Tierra Verde, Florida, 33715 (the "Park"); and

WHEREAS, the County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 056-0459- P (TS) (hereinafter Request for Proposal or RFP), has accepted the proposal of the Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Definitions:**

a) "Contract Documents" shall mean the following documents which are incorporated herein by reference with this Agreement:

- (i) County's Request for Proposal, addenda and attachments issued as RFP No. 056-0459-P (TS), as maintained by the Purchasing Department;

SECTION I – CONCESSION LICENSE AGREEMENT continued...

- (ii) Contractor's Proposal, as maintained by the Purchasing Department;
- (iii) Monthly Gross Sales Report Form; and
- (iv) Annual Profit and Loss Statement Form.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

b) "Concession Services" shall mean the services provided by the Contractor to the general public at the Park as described in the Contract Documents, as described in Exhibit A attached hereto, which shall not be revised or changed in any way without the prior written consent of the Pinellas County Parks Department ("Department").

c) "Contract Year" shall mean each 12 month period during the term of this Agreement with the first Contract Year commencing on the 1st day of the month following the Effective Date.

d) Contractor's Improvement shall mean the camp store, equipment rental kiosks, or any other improvements provided by the contractor pursuant to the License Agreement.

e) "Exclusive" shall mean that the County shall not grant a concession license agreement to any other party for the same or similar goods or services in the Park provided by Contractor during the term hereof; provided, however, the exclusive rights granted herein shall not apply to special events authorized by the County, or prohibit members of the public from using the park, or utilizing third parties to provide goods or services permitted by and in accordance with Department rules and regulations or applicable County ordinances.

SECTION I – CONCESSION LICENSE AGREEMENT continued...

f) “Facilities” shall mean the Fort Gift Shop/Snack Bar, North Beach Snack Bar, Gulf Side Pier, Bay Side Pier, and the designated service areas and outdoor storage areas as described in Exhibit B attached hereto.

g) “Minimum Operating Standards” shall mean the operational requirements described in Exhibit C attached hereto and incorporated herein by reference;

h) “Monthly Gross Sales” shall mean the gross revenues received by Contractor from all sales of food, beverages, services, merchandise, umbrellas, lounge chairs, boogie boards, skim boards, inflatable beach items, canoes and kayaks, bicycle rentals, and all other receipts of all business conducted in, on, or from the Park monthly during a Contract Year as authorized in this Agreement. It includes the entire amount of the selling price of all goods, property, merchandise and services sold in or from the Contractor, its employees, agents, sublicenses, subcontractors and assignees, including all revenue derived by Contractor from its activities and business, whether for cash or for credit and the entire amount of all sales filled at or secured or received in the Park. No deductions shall be allowed for uncollected or uncollectible accounts. The Compensation provision applies with full force and effect to any mail-order revenues, website revenues, electronic commerce, Internet or e-mail orders, which advertises, references, depicts or emanates from the Contractor’s business at the Park.

2. **Services to be Performed/Exclusivity:**

The Contractor hereby agrees to provide the County with Exclusive Concession Services in accordance with the Minimum Operating Standards and as provided in the Contract Documents.

SECTION I – CONCESSION LICENSE AGREEMENT continued...**3. Compensation:**

As compensation for the privilege of providing Concession Services to the County as described herein for each Contract Year, the Contractor shall pay the County _____ percent (___%) of the Monthly Gross Sales, or \$_____, whichever is greater, plus any applicable sales tax. Payment shall be made monthly by the Fifteenth (15th) of the month (the "Due Date"), with the first monthly payment due on _____ 15, 2006. Payments not received by the Due Date shall be subject to a late penalty in the amount of 1 1/2% fee due for each month the payment is late. If payments and applicable penalties are not received within ten (10) calendar days of the Due Date, then the County may terminate this Agreement, begin procedures to collect on the performance security as required in the Request for Proposal, or pursue any other remedies as provided in this Agreement or by law.

a) The Contractor shall provide the Monthly Gross Sales Report to the COUNTY, the form of which is attached hereto as Exhibit "D" by the 15th day of the month, with payment of the fees as provided herein.

b) The Contractor shall provide an Annual Profit and Loss Statement to the COUNTY, the form of which is attached hereto as Exhibit "E", for each calendar year or portion thereof that this Agreement is in effect. The report shall be submitted by January 31st of each calendar year during the term and within ninety (90) days of the termination of this Agreement.

c) In addition to applicable sales tax, the Contractor shall be solely responsible for any ad valorem, rental or similar taxes levied upon the real property or contractor's equipment arising from this Agreement.

SECTION I – CONCESSION LICENSE AGREEMENT continued...

d) The monthly payments shall be made payable to “Pinellas County” and sent to Pinellas County Parks and Recreation Department, 631 Chestnut Street, Clearwater, Florida, 33756.

e) Both the Monthly Gross Sales Report and Annual Profit and Loss Statement shall be based on source documents and books of original entry. Books of original entry and source documents shall be retained by the Contractor for a period of five (5) years after the termination of the Agreement, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the five (5) year retention period.

4. **Time of Service:**

Contractor shall provide Concession Services at the Facilities in the Park 7 days a week, 365 days a year, except when the park is closed as determined in the sole discretion of the Department, in accordance with the following schedule: _____

unless modified in writing with approval of the Department. In the event of inclement weather, Contractor may cease operations until the weather improves with the consent of the Park Supervisor, or his/her designee.

5. **Term of Agreement/Option of Renewal:**

The term of this Agreement shall commence on the 1st day of the month following the Effective Date and end on the last day of the _____, unless canceled or terminated as provided herein. This Agreement may be renewed, by written agreement of the parties, for _____ additional _____ year period(s) after the initial term or any extension thereof.

SECTION I – CONCESSION LICENSE AGREEMENT continued...**6. License:**

The County hereby grants to the Contractor, for the term of the Agreement including any extensions thereof, the right, privilege and permission to provide Concession Services in the Facilities and to locate contractor's improvements therein, which may be revised by mutual written agreement of the parties. These rights and privileges are subject to the following:

a) This Agreement is made on the express condition that the Facilities shall be used only in conformance with the applicable laws and ordinances. All rights of the Contractor hereunder may be terminated by the County, effective upon receipt of written notice in the event that any other use is made thereof.

b) The County provides, and the Contractor accepts, the physical Facilities "as is." The _____ shall maintain and repair the electrical and plumbing systems, the roof, and the foundation of all buildings, all other exterior maintenance, visitor service sign maintenance, and the Contractor shall maintain all interior modifications and maintenance on the Facilities. In the event the County pays any monies required to be paid by Contractor hereunder for maintenance and repairs, and the Contractor shall make such payment to the County within ten (10) days of receipt of a demand from the County. The Contractor's failure to timely reimburse shall be deemed a breach of this Agreement.

c) The Contractor shall be solely responsible for maintaining, repairing, and replacing the contractor's improvements during the term hereof.

SECTION I – CONCESSION LICENSE AGREEMENT continued...

d) The Contractor shall obtain the Department's written approval, in advance, for any construction of new facilities, and for all alterations or additions to existing Facilities, and shall pay such construction, alterations, or additions, which shall become County owned assets upon completion. All construction and alterations of improvements, installation of modular facilities, and all new equipment, shall meet all applicable federal, state, county and local laws. The Contractor is responsible for applying for and paying all costs of any required permits. The Contractor shall submit sealed architectural specifications and plans for all construction projects, which include details on plumbing, electrical, mechanical and other required utility systems, including floor plan, elevations, and material specifications for the Department's approval prior to beginning all construction or alterations. Upon Department approval, the specifications and plans shall be deemed to become a part of this Agreement. All projects that involve construction or location of improvements in the Park shall be required to provide all of the specifics of such construction, and shall address such items as timelines, critical paths, methods of construction, approval of plans, amenities, signage, color schemes, advertising, subcontractors, amortization period for the improvements, and other information deemed relevant by the Department. The Contractor shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Park undertaken by the Contractor. All such additions, improvements and fixtures except movable equipment and inventory shall become the property of County upon completion and remain in and/or upon the Park and be surrendered upon termination of the Agreement. Any construction liens against the Park, Contractor's license or the land and buildings arising out of work performed by or for the Contractor are hereby expressly prohibited. In the event of the filing of any claim of lien, Contractor shall promptly satisfy same or transfer it to a bond and Contractor shall in any event protect County's interest in underlying real estate and shall hold County harmless against any such claims.

SECTION I – CONCESSION LICENSE AGREEMENT continued...

e) The Contractor shall not allow activities which are prohibited in all other County-owned or County-occupied buildings or land under the provisions of federal, state or local laws, rules, regulations or ordinances. By way of illustration and not limitation, state law prohibits the use of County-occupied buildings or land for political fundraisers [see §106.15(40), Florida Statutes] and federal and state law prohibits the use of County-occupied buildings or land for any implied promotion of a religion.

f) All routine maintenance, including the cleaning of public restrooms located in the Facilities licensed to the Contractor shall be performed to standards acceptable to the Department. All cleaning and maintenance supplies (chemicals and compounds) and all insecticides, rodenticides and herbicides shall be approved by the Department prior to use by the Contractor. In addition, Contractor shall keep said areas free of all hazards at Contractor's sole expense. Contractor shall remove all property and equipment from the beaches at the end of each day of operation. Contractor shall be responsible for securing any outdoor storage area and maintain the area in accordance with Department standards.

g) County shall not be liable in any manner for damages to Contractor's business and/or inventory, or for any other claim by Contractor, resulting from any interruption in utility services.

h) Contractor shall be responsible for supplying and paying for all utility services needed to perform under this Agreement, including but not limited to electricity, gas, water, and trash pick-up. If such charges are not paid, they may be paid by the County and billed to the Contractor, and shall be due upon the billing and be collectible in the same manner as provided in Section 3.

i) All property of any kind that may be within the Park during the continuance of the Agreement shall be at the sole risk of Contractor, and County shall not be liable to Contractor or any other person for any injury, loss or damage to property or to any person on said Park.

SECTION I – CONCESSION LICENSE AGREEMENT continued...

j) Contractor agrees that any signs or advertising utilized at the Park or in marketing Concession Services must have prior written approval from the Department which shall not be unreasonably withheld.

k) If the Facilities shall, without fault of the Contractor, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, the County may, by written notice delivered to the Contractor within one hundred twenty (120) days after such destruction or damage, elect to rebuild or repair. In such event, this Agreement shall remain in force, and County shall rebuild or repair the Facilities within a reasonable time after such election, putting the Facilities in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, the County may enter the Facilities and compensation due shall abate during the time the Facilities are untenable. If the County elects not to restore or rebuild, the Contractor may have the option to do so only with the County's written approval. If neither party so elects, this Agreement shall terminate effective the date of said destruction.

l) Contractor hereby agrees that:

(i) no activity will be conducted in the Park that will produce any hazardous substance, except for such activities that are part of the ordinary course of Contractor's business (the "Permitted Activities") provided. Said Permitted Activities shall be conducted in accordance with all applicable laws and shall be approved in advance, in writing, by County.

(ii) the Park will not be used in any manner for the storage of any hazardous substances except for the temporary storage of such materials that are used in the ordinary course of Contractor's business (the "Permitted Materials") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all applicable laws and approved, in advance, in writing by County.

(iii) no portion of the Park will be used as a landfill or a dump.

(iv) Contractor will not install any underground tanks of any type.

SECTION I – CONCESSION LICENSE AGREEMENT continued...

(v) Contractor will not allow any surface or subsurface conditions to come into existence that constitute, or with the passage of time may constitute, a public or private nuisance.

(vi) Contractor will not permit any hazardous substances to be brought onto the Park property and if so brought thereon, Contractor shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all applicable laws.

7. **Amendment of the Contract:**

This Agreement may be amended only by mutual written consent of the parties.

8. **Assignment/Subcontracting:**

The Contractor shall provide all services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The County shall have the right to terminate this Agreement, which right shall not be unreasonably exercised by the County, in those instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

9. **Termination and or Cancellation:**

a) Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the sole discretion of the County.

SECTION I – CONCESSION LICENSE AGREEMENT continued...

b) In the event that sufficient budgeted funds are not available for the County's obligations under this Agreement for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

c) In addition to all other legal remedies available to County, in the event the County elects to cancel this Agreement as provided herein, the County may obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

10. **Permits/ Licenses:**

Contractor must secure and maintain any and all permits and licenses to provide services pursuant to this Agreement. Contractor shall comply with all laws, regulations, and ordinances concerning its operation.

11. **Audit:**

The Contractor shall retain all records relating to this contract for a period of at least five (5) years after final payment is made. All records shall be maintained in accordance with County policy, and inspection of records shall be pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

SECTION I – CONCESSION LICENSE AGREEMENT continued...**12. Minimum Insurance Requirements:**

Contractor shall procure, pay for and maintain during the term of the Lease insurance as required herein:

a) Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$300,000, each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable.) Coverage shall be on an “occurrence” basis and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability shall be included to limits of \$50,000, per occurrence. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in the following form to reach the total required limits.

b) Workers’ Compensation in at least the limits required by Florida Law, and Employers’ Liability, where applicable, of not less than \$100,000.

c) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000 each occurrence. (Combined single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an “occurrence” basis, such insurance to include coverage for loading and unloading hazards.

d) Contractor shall furnish to County a Performance Security in the amount of \$10,000.00 in a form acceptable to County to guarantee satisfactory performance of this Agreement, as required in the RFP, as incorporated herein by reference.

SECTION I – CONCESSION LICENSE AGREEMENT continued...

e) A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the Lease Management Division, 201 Rogers Street, Clearwater, FL 33756 and annually thereafter. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONTRACTOR shall notify COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of CONTRACTOR. The term "COUNTY" or "PINELLAS COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members and employees thereof in their official capacities while acting on behalf of PINELLAS COUNTY. The Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature. The CONTRACTOR hereby waives subrogation rights for loss or damage against the COUNTY.

SECTION I – CONCESSION LICENSE AGREEMENT continued...**13. Indemnification:**

Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

14. Governing Law:

The laws of the State of Florida shall govern this Agreement.

15. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986:

The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of the County.

SECTION I – CONCESSION LICENSE AGREEMENT continued...**16. Severability:**

The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

17. Notice:

Any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For the Contractor:

For the County:

Parks and Recreation Department

Attn:_____

631 Chestnut Street

Clearwater, FL 33756

<SIGNATURE PAGE FOLLOWS>

SECTION I – CONCESSION LICENSE AGREEMENT continued...

IN WITNESS WHEREOF the parties herein have executed this Concession License

Agreement for Roving Beach Concession Services pursuant to RFP No. 045-601-P (TS), as of
the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

CONTRACTOR

By: _____
Chairman

By: _____
President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:
KEN BURKE, Clerk of Court

ATTEST:

By: _____
Deputy Clerk

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

APPROVED AS TO FORM SUBJECT
TO PROPER EXECUTION:

By: _____
Office of the County Attorney

EXHIBIT "A" – CONCESSION SERVICES
--

To be negotiated between County and Vendor.

EXHIBIT "B" - FACILITIES

To be negotiated between County and Vendor.

EXHIBIT "C" – MINIMUM OPERATING STANDARDS

- Equipment shall be in good repair at all times.
- Equipment shall not be loud or noisy.
- Employees shall be identified by a uniform and nametag.
- Employees shall maintain personal hygiene and appearance.
- Menus and pricing shall be presented and approved by the Parks and Recreation Department prior to implementation.
- Signage, brochures, advertising, and all print material shall be presented and approved by the Parks and Recreation Department prior to publication
- Schedule of operation shall be approved by the Parks and Recreation Department and posted at the Park.
- Products used and offered for sale or rental shall be of superior quality and not be dangerous, gaudy, offensive, outdated, or inadequate.
- No glass, Styrofoam, straws, or plastic stirrers are allowed for environmental sensitivity.
- Recycled products should be used unless they do not exist as a substitute.
- No alcohol, chewing gum, or tobacco products are allowed (including non-alcoholic beer, wine or candy cigarettes).
- Staffing shall be sufficient to service demand.
- Concessionaire may only operate in areas designated by the Parks and Recreation Department.
- Concessionaire shall have a process to offer receipts and subsequently refunds if necessary.
- Concessionaire shall be open and responsive to suggestions identified by the Parks and Recreation Department for improvements.
- Concessionaire shall perform collection of litter directly associated with its operation and ensure that the beach area and other related areas of service are maintained free of debris.
- Concessionaire shall remove daily all equipment from the beach.
- Product offerings shall conform to County "exclusivity" agreements described in Scope of Work in RFP No. 056-0459-P (TS).
- No signs, other than way finding provided by the Parks and Recreation Department for the purposes of advertising within the Park.
- All operations shall conform to Park operating hours.
- All equipment and operations shall not detract from the aesthetic or resource value of the Park.

EXHIBIT "D" CONCESSION MONTHLY SUMMARY REPORT**SAMPLE**

Concession Name: _____

Mail To: Pinellas County Parks and Recreation Department
631 Chestnut Street
Clearwater, FL 33756

Make Check Payable To: Board of County Commissioners

Report for month of _____ 200__

Gross Sales:

Food, Drink, Retail
Sales

Rentals

Vending

Total Gross Sales

Payment Due –
% of gross sales

Remitted By: _____

Payments must be submitted by the 15th of the month.

EXHIBIT "E" PROFIT AND LOSS STATEMENT

SAMPLE

Profit and Loss Statement for 20_____
(due within 90 days after close of calendar year)

Concessionaire: _____

Park: _____

	Gross Sales	Commission Paid	Operating Expense	+Profit -Loss
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Food, Drink, and Retail Sales	_____	_____	_____	_____
-------------------------------	-------	-------	-------	-------

Rental of Equipment	_____	_____	_____	_____
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Other (identify)	_____	_____	_____	_____
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TOTAL	_____	_____	_____	_____
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Prepared by: _____

Date submitted: _____

Submit to: Pinellas County Park Department
631 Chestnut Street
Clearwater, FL 33756

ATTACHMENT # 1 – SITE VISIT QUESTIONNAIRE
--

SITE VISIT QUESTIONNAIRE

Place an "X" in the box labeled YES indicating your visited that section of Fort De Soto Park. If the NO box is checked or if neither box is checked it will be assumed that you cannot provide the requested service.

Proposer visited the following sites:		
Bay Pier	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Gulf Pier	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Fort Gift Shop	<input type="checkbox"/> YES	<input type="checkbox"/> NO
North Beach	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Campground and Campground Store	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Canoe/Kayak Operation	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Bicycle Rental Operation	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Boat Ramp	<input type="checkbox"/> YES	<input type="checkbox"/> NO

COMPANY NAME: _____

NAME & TITLE (print): _____

SIGNATURE: _____

ATTACHMENT #2 – FORT DE SOTO PARK HISTORY
--

For several hundred years, the only human habitation on the five islands that make up modern day Fort De Soto Park were the Tocabago Indians. These Native Americans were more into fishing than agriculture in this area. They used the shells found in the waters for tools.

Later the Spanish explorers came to the area in search for riches and material goods. There were records of activity on Mullet Key by the Spanish in the 1700s.

However, in 1849, Mullet Key was visited by then Brevet Colonel Robert E. Lee who was here to survey the islands of the west coast of Florida to recommend areas to be fortified to protect the harbors. Mullet Key and Egmont Key, where the lighthouse is located, were recommended.

In 1898, with the Spanish American War being fought in Cuba, the United States government decided to begin the forts on these two islands. (49 years after the recommendation).

The Battery was built in 14 months, ahead of schedule and within the \$155,000 budget. In fact, there was \$16.53 remaining.

Eventually there would be over 30 buildings built at Fort De Soto with 125 men stationed here. Egmont Key (Fort Dade) had over 100 buildings with 250 troops.

Besides the Army, Mullet Key was also home to the Public Health Service where boats and people coming into port were inspected for yellow fever (malaria).

In 1926 the Congress authorized the Secretary of War to sell Forts Dade and De Soto as surplus. The state, county, and city governments decided not to purchase the land at the appraised value of \$192,000.

On April 16, 1928 the land was offered for public auction. There were two sealed bids and both were rejected.

The 271-acre Quarantine Station was sold in 1938 to Pinellas County for \$12,500.

In 1940, the Army decided to turn Mullet Key into a bombing range and bought back the land that Pinellas had purchased. In 1941, Mullet Key became a subpost of MacDill Field.

On August 11, 1948, Mullet Key was sold back to Pinellas County for \$26,495.24. That included the original 271 acres plus 613 acres from the military.

May 11, 1963 Fort De Soto Park was dedicated.

<u>Park Acreage:</u>	Total -	1136 acres
	Uplands:	836
	Wetlands:	300

<u>Park Attendance:</u>	03-04	2.9 million
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<u>Budget & Staff:</u>	\$4.3 million
	66 full-time employees
	15 part time (Lifeguards)
	Junior Lifeguard program in the summer
	26 volunteers (Nature & History guides, pepper busters, beach patrols)
	Park rangers 24/7:
	Drive 100,000 miles annually
	284 acres mowed weekly
	8,520 acres annually
	330 tons of garbage collected annually

<u>Shelter Reservations:</u>	Shelters are reserved 365 days a year for groups of 50 or larger.
	Up to one year in advance.
	15 picnic shelters in the Park. 12 of which are reservable.

ATTACHMENT #2 – FORT DE SOTO PARK HISTORY - continued
--

Campground: 238 family campsites
 Approx. 60% annual occupancy rate
 Revenue: \$1.2 million Camp fees
 \$ 10,129 Laundry
 \$ 4,088 Viewers
 \$120,000 Apostolu Enterprises
 235,052 Camper count

Boat Ramp: 196 Boat trailer parking spaces
 100 car spaces
 7 handicap spaces
 11 floating docks
 32 launching lanes

Youth Camp: Located across from the Boat Ramp
 Accommodates 90 people.
 There is no charge for this facility.
 For organized youth groups only, i.e. Boy Scouts,
 Church Groups, Cub Scouts, Girl Scouts, etc.

Structures & amenities: -58 (fifty eight)
 -Including fort, 2 fishing piers
 -22 restroom buildings and 15 shelters are cleaned daily
 -Over 88,000 sq. feet of floor space
 -1250 picnic tables
 -338 Field BBQ grills
 -107 stone grills
 - 20 drinking fountains
 -6.7 Mile multipurpose trail
 -2.5 miles of Canoe Trail (18 stations)
 (Canoe and bike rentals available)
 - 3.5-mile nature trails (4 trails)
 - 4 playgrounds
 -13 shower towers
 - 4 snack bars
 - 2 bait shops

East Beach: 258 spaces
 7 handicap spaces

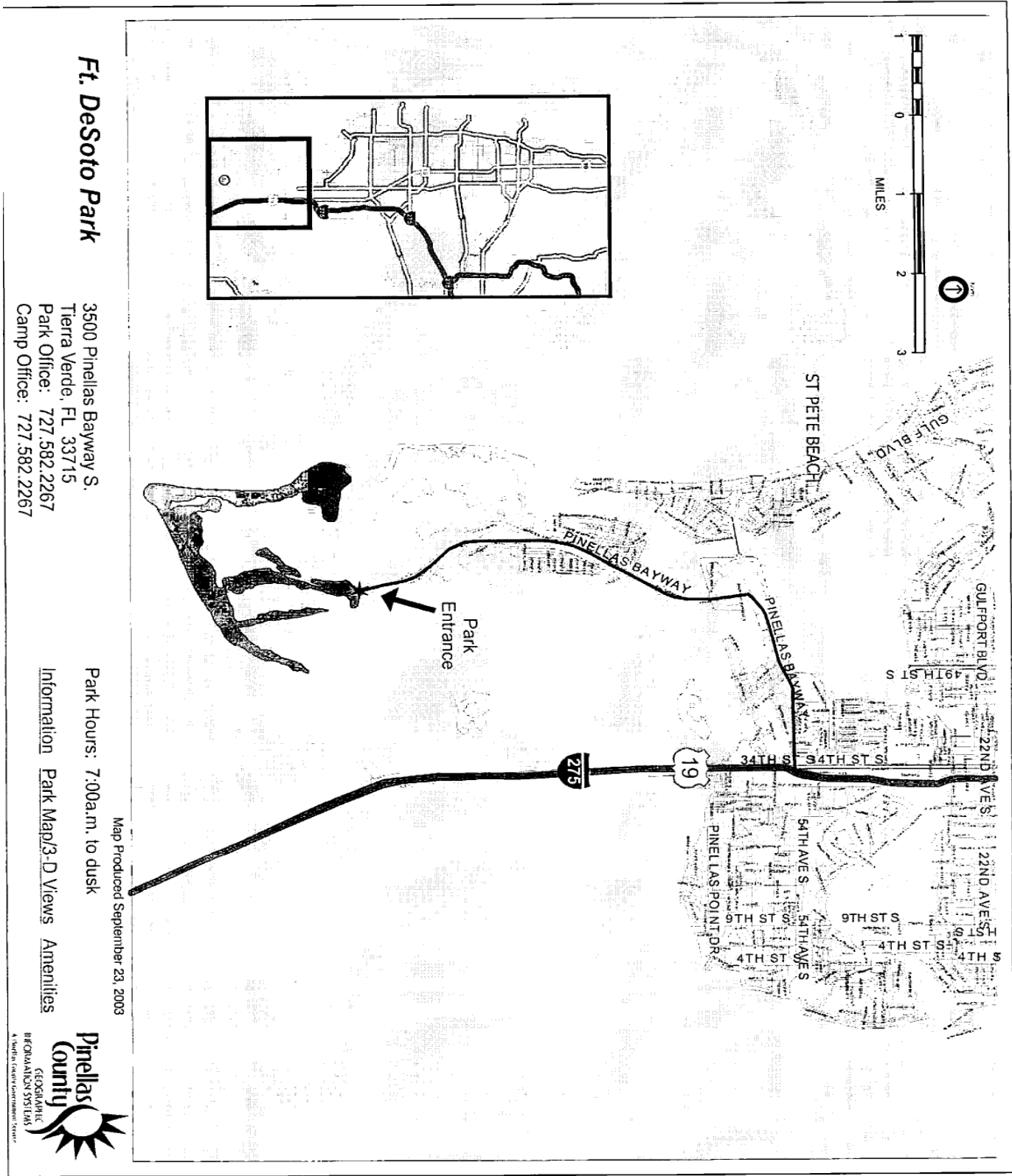
East Tip: Habitat restoration area

<u>Maintenance Area:</u>	Electrician	Utilities crew
	Boat storage for Deputies	Land Maint & tree trimmers
	Carpenters & Painters	Plumbers
	Welder & Mason	Property Stores Clerk
	Sanitation, Shelter, Garbage crew	Mechanic
	72 pieces of rolling stock (Vehicles, tractors, etc.)	

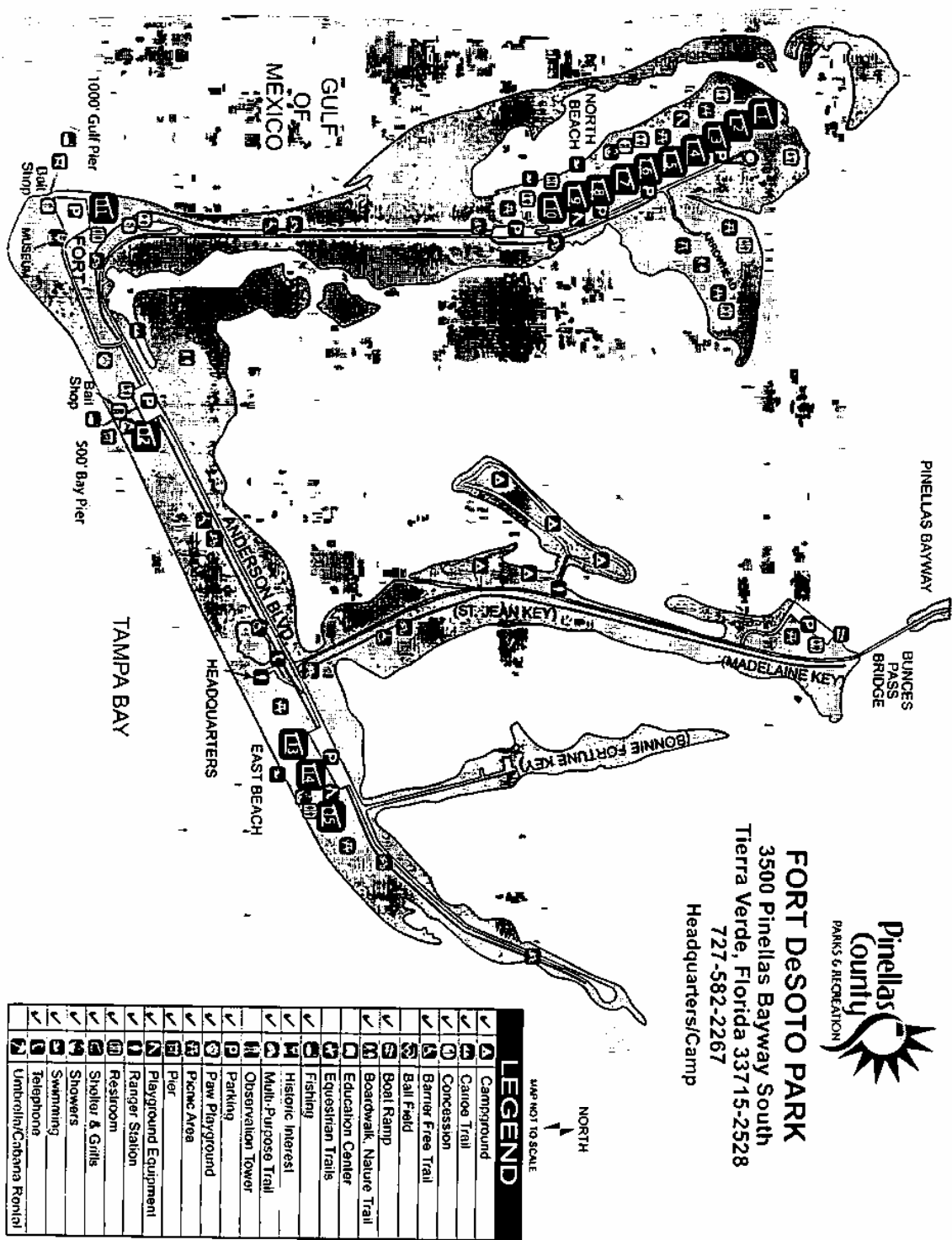
ATTACHMENT #2 – FORT DE SOTO PARK HISTORY - continued
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<u>Park Headquarters:</u>	150' flagpole (30' x 60' flag) 2 clerical staff members Barrier Free Nature Trail
<u>Flora & Fauna:</u>	Birding (Common sightings as well many rare ones) Sea Turtle Nesting and activity Protected and endangered plants and animals Controlled burning done in the park (21 burn zones)
<u>Bay Pier:</u>	500 feet Long on Tampa Bay with bait shop and Snack Bar Parking for 176
<u>Quartermaster Storehouse Museum:</u>	Built completely by Fort De Soto Park staff. Reconstruction of a Quartermaster warehouse from the early 1900's Interior furnished by Friends, the County and a Grant from the Florida Department of State.
<u>Gulf Pier:</u>	1,000 feet on the Gulf of Mexico Bait and snacks available Parking for 428 cars
<u>Old Fort:</u>	Mortar Battery with eight 12" MI 1890 mortars (There are 4 remaining, the other 4 were removed in 1917) Only ones left in North America, only others are in the Philippines.
<u>Gift Shop/Snack Bar:</u>	Foods and souvenirs Parking for 108 cars
<u>Leash-Free zone:</u>	Paw Playground: 2.5 acres divided large dogs/small dogs ¼ mile Dog Beach
<u>Palm Grove:</u>	178 Parking spaces
<u>North Beach:</u>	Ten picnic shelters 1690 parking spaces
<u>Arrowhead:</u>	93 parking spaces Tower is for US Customs, and local Government agencies
<u>Activities:</u>	Triathlons, cycling races, and ½ marathons Film shoots: commercials, movies and TV shows Hulk Hogan, Robert Vaughn, Robert DeNiro, Faith Hill, Mike Alstott, cheerleaders for the Tampa Bay Storm and Buccaneers, full length feature films: Automatic Avenue, Barefoot in Paradise, McCinsey's Island. Large company and church picnics with over 5,000 in attendance Fishing tournaments Living history weekends with battle reenactments

ATTACHMENT #3 – FORT DE SOTO PARK MAP



ATTACHMENT #3 – FORT DE SOTO PARK MAP



ATTACHMENT #4 – FORT DE SOTO PARK ATTENDANCE

Ft. DeSoto Park Attendance

	Annual Total	October	November	December	January	February	March	April	May	June	July	August	September
FY 03-04 Attendance	2,905,988	211,232	206,180	135,516	181,840	214,124	371,340	339,840	376,664	280,004	281,480	182,744	125,024
Camper Count	169,053	14,415	20,546	12,124	15,572	16,949	22,110	17,135	13,786	12,660	15,950	4,631	3,175
Day Use Count	2,736,935	196,817	185,634	123,392	166,268	197,175	349,230	322,705	362,878	267,344	265,530	178,113	121,849
FY 02-03 Attendance	2,806,340	200,884	171,604	120,640	142,728	189,862	319,344	351,212	367,580	245,296	291,252	218,084	187,864
Camper Count	170,625	8,899	15,542	9,193	8,638	16,791	27,028	20,306	17,935	15,068	15,753	9,591	5,881
Day Use Count	2,635,715	191,985	156,062	111,447	134,090	173,061	292,316	330,906	349,645	230,228	275,499	208,493	181,983
FY 01-02 Attendance	2,707,520	196,640	167,200	129,720	159,568	181,932	343,616	312,340	302,508	257,832	252,484	215,224	188,456
Camper Count	198,052	12,981	20,621	15,888	14,927	25,108	33,247	20,848	17,276	12,771	12,997	7,070	4,318
Day Use Count	2,509,468	183,659	146,579	113,832	144,641	156,824	310,369	291,492	285,232	245,061	239,487	208,154	184,138

ATTACHMENT #5 – FORT DE SOTO PARK APOSTOLU REPORT

Apostolu Report
Ft. De Soto Park
FY05

FACILITY	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	TOTAL
North Beach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,361.92	\$3,495.71	\$7,170.15	\$8,425.29	\$10,291.00	\$5,867.42	\$1,315.51	\$37,927.00
Bay Pier-Snack Bar	\$3,210.35	\$3,448.02	\$2,271.46	\$4,188.55	\$4,383.21	\$7,603.11	\$6,846.07	\$6,136.06	\$4,037.64	\$3,254.07	\$2,107.02	\$1,925.49	\$49,911.05
Bay Pier-Bait Shop	\$2,321.00	\$1,793.53	\$1,033.70	\$1,909.43	\$1,330.96	\$3,873.12	\$4,807.82	\$5,258.77	\$2,601.01	\$1,708.01	\$1,113.98	\$1,132.12	\$29,483.55
Gulf Pier-Snack Bar	\$6,633.12	\$7,183.50	\$3,965.01	\$7,459.47	\$9,714.02	\$12,137.59	\$12,069.84	\$11,648.79	\$7,653.74	6584.91	\$5,226.25	\$3,684.98	\$93,961.22
Restaurant	\$11,294.72	\$11,662.51	\$11,895.51	\$19,365.45	\$29,152.88	\$41,383.95	\$13,131.16	\$32,436.99	\$23,686.41	\$24,375.33	\$14,629.53	\$10,836.49	\$243,850.93
Camp Store	\$9,615.60	\$10,151.81	\$6,226.81	\$7,389.73	\$6,911.94	\$12,314.26	35073.35	\$14,851.78	\$13,300.12	\$12,867.43	\$7,224.09	\$7,852.07	\$143,778.99
Vending	\$423.83	\$0.00	\$0.00	\$694.45	\$0.00	\$0.00	\$647.91	\$495.49	\$0.00	\$728.15	\$1,306.19	\$502.95	\$4,788.97
Canoe/Kayak rentals	\$12,685.00	\$13,766.00	\$7,597.00	\$12,528.00	\$13,442.00	\$25,687.00	\$26,025.00	\$26,284.00	\$17,796.00	\$14,014.00	\$12,944.00	\$6,012.00	\$188,780.00
Bike rentals				\$5,130.00	\$11,700.75	\$20,938.40	\$18,470.50	\$9,266.30	\$9,712.50	\$12,156.75	\$5,725.00	\$4,173.95	\$97,274.15
TOTAL	\$46,183.62	\$48,005.37	\$32,989.49	\$58,655.08	\$77,735.76	\$126,299.35	\$120,567.46	\$113,548.33	\$87,212.71	\$85,979.65	\$56,143.48	\$37,435.56	\$889,755.86
Pinellas County 13%	\$6,003.87	\$6,240.70	\$4,288.63	\$7,625.16	\$10,105.65	\$16,288.92	\$15,673.77	\$14,761.28	\$11,337.65	\$11,177.35	\$7,298.65	\$4,866.62	\$115,668.26
Monthly Rent	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$2,530.64	\$30,367.68
Total to Pinellas County	\$8,534.51	\$8,771.34	\$6,819.27	\$10,155.80	\$12,636.29	\$18,819.56	\$18,204.41	\$17,291.92	\$13,868.25	\$13,707.99	\$9,829.29	\$7,397.26	\$146,035.90

Finance included Sept 04 revenue \$3826.40 in FY05
Finance included Sept 05 revenue in FY06

Received 4/15/05 13672.76
Received 6/15/05 5146.81

\$0.04 short

Monthly payments due 15th of the month, interest 1.5% per month if late
Jody Apostolu advised 9/02 that he has contracted with Coke to handle vending machines.
Coke will supply him with vending info and check every 3 months.
Jody Apostolu 644-2065

Pinellas County Parks and Recreation Department

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3/6/2006

ATTACHMENT #5 – FORT DE SOTO PARK APOSTOLU REPORT

Apostolu Report
Ft. De Soto Park
FY04

FACILITY	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	TOTAL
North Beach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,485.38	\$6,270.66	\$8,471.61	\$7,783.19	\$3,061.34	\$0.00	\$30,072.18
Bay Pier-Snack Bar	\$3,151.90	\$3,921.21	\$2,604.97	\$3,382.86	\$5,094.72	\$10,164.63	\$6,902.05	\$5,192.97	\$4,584.16	\$4,062.45	\$2,598.09	\$660.79	\$62,320.80
Bay Pier-Bait Shop	\$2,377.58	\$1,916.77	\$1,318.46	\$1,765.96	\$2,481.39	\$7,293.90	\$5,844.88	\$4,991.68	\$3,928.95	\$3,245.45	\$1,724.60	\$435.30	\$37,324.92
Gulf Pier-Snack Bar	\$6,441.03	\$6,551.02	\$4,921.15	\$5,651.54	\$6,124.93	\$16,473.91	\$12,057.22	\$9,311.22	\$7,694.50	\$7,703.21	\$4,684.46	\$1,428.84	\$91,043.03
Restaurant	\$9,239.62	\$9,960.43	\$10,037.50	\$14,806.34	\$24,408.27	\$38,156.23	\$30,319.92	\$22,386.19	\$17,079.32	\$17,158.88	\$9,687.43	\$3,702.44	\$206,942.57
Camp Store	\$9,815.65	\$11,303.09	\$5,344.07	\$6,942.43	\$7,428.05	\$13,238.95	\$13,601.53	\$13,611.86	\$13,219.51	\$13,707.05	\$5,239.12	\$2,076.02	\$115,627.34
Vending	\$430.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$594.15	\$0.00	\$0.00	\$0.00	\$1,034.86	\$0.00	\$2,059.05
Canoe/Kayak rentals	\$10,965.00	\$10,893.00	\$10,216.00	\$9,370.00	\$5,831.00	\$23,410.00	\$26,808.00	\$18,815.00	\$23,999.00	\$15,660.00	\$9,525.00	\$1,664.00	\$167,156.00
TOTAL	\$42,420.82	\$44,545.52	\$34,442.15	\$41,919.13	\$53,368.36	\$108,737.62	\$100,613.13	\$80,579.58	\$78,977.05	\$69,320.24	\$37,554.90	\$9,967.39	\$702,445.89

Pinellas County Park Department

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5/21/2005

ATTACHMENT #5 – FORT DE SOTO PARK APOSTOLU REPORT

Apostolu Report
Ft. De Soto Park
FY03

FACILITY	Oct-02	Nov-02	Dec-02	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	TOTAL
North Beach													
Bay Pier-Snack Bar	\$3,706.59	\$3,157.10	\$2,941.74	\$3,632.20	\$4,252.10	\$7,959.57	\$2,304.05	\$7,301.27	\$7,941.85	\$9,382.46	\$5,676.30	\$573.71	\$33,179.64
Bay Pier-Bait Shop	\$2,834.92	\$2,207.51	\$1,309.51	\$1,168.46	\$1,681.72	\$5,244.78	\$7,192.70	\$5,281.06	\$3,619.39	\$4,395.58	\$2,484.43	\$2,426.81	\$51,049.27
Gulf Pier-Snack Bar	\$3,125.57	\$4,565.87	\$4,354.64	\$4,744.60	\$7,144.43	\$10,552.21	\$11,088.30	\$8,346.72	\$5,867.10	\$3,307.26	\$2,088.83	\$2,100.14	\$34,876.10
Restaurant	\$6,776.18	\$6,411.15	\$6,349.80	\$9,978.29	\$16,984.06	\$26,177.03	\$24,135.75	\$18,335.76	\$12,313.75	\$14,640.07	\$9,131.64	\$7,184.11	\$157,416.39
Camp Store	\$9,174.17	\$10,417.56	\$4,643.98	\$4,639.71	\$6,831.92	\$16,665.21	\$13,792.36	\$14,271.40	\$11,565.65	\$11,420.62	\$7,584.19	\$5,078.35	\$116,085.12
Vending	\$373.73			\$482.17			\$602.34			\$566.38		\$0.00	\$2,026.62
Canoe/Kayak rentals	\$9,422.00	\$6,886.00	\$7,480.00	\$557.18	\$6,699.00	\$18,069.00	\$22,420.00	\$16,088.00	\$9,448.00	15017	\$9,390.00	\$12,818.00	\$134,294.18
TOTAL	\$35,412.16	\$33,645.19	\$27,079.47	\$25,202.61	\$42,593.23	\$84,667.80	\$87,223.14	\$73,937.60	\$53,689.68	\$65,728.88	\$40,346.18	\$34,296.12	\$603,822.06

Pinellas County Park Department

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5/23/2005

PINELLAS COUNTY PURCHASING PRE-PROPOSAL SIGN IN SHEET

CONTRACT # 056-0459-P (TS)	CONTRACT TITLE: Concession Service-Fort DeSoto Park (Re-Bid)	LOCATION(S) OF MEETING: 400 So. Ft. Harrison Ave, Annex Building, 5 th Floor Conference Room, Clearwater, FL
DATE & TIME: March 17, 2006 @ 9:00 am	PURCHASING STAFF: Tim Shoby CPPO/CPPB, Operations Manager	

All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at www.pinellascounty.org/purchase

***** PLEASE PRINT *****

	NAME OF ATTENDEE * COMPANY REPRESENTED	ADDRESS	TELEPHONE # CELLULAR #	FAX#
1.	Frank Lapniewski	6627 Clair Shore Dr. Apollo Bch 33572	727-864-1551	
2.	Whitney Creech	201 Regene Lease Mgt clwtr	464-3496	
3.	ALAN LAHANA TIMEWARP/NL STREAKS	1320 8 TH AV TAMPA FL 33605	813-263-5770	813-248-3709
4.	George Vakalis BOSTON BLIZZARD	253 4 TH ST NW LARGO, FL 33770	727-455-5914	
5.	DAVE COOK WHEEL FUN RENTALS	11228 28 TH ST. CIR. E PARRISH, FL	WK: 941-776-9962 CELL: 941-932-1788	
6.				
7.				
8.				

* NOTE: If your are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending (signin.dot)