City of North Port

WARM MINERAL SPRINGS
SHORT-TERM OPERATIONS

REQUEST FOR BID NO. 2013-53
NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

Notice is hereby given that the City of North Port will receive sealed bids from legal entities authorized to do business in Florida for:

REQUEST FOR BID 2013-53
WARM MINERAL SPRINGS
SHORT-TERM OPERATIONS

It is the intent of the City of North Port to request bids from experienced and qualified parties to operate Warm Mineral Springs located at 12200 San Servando Avenue, North Port, FL 34287, PID No. # 0769-07-0014. The subject property is jointly owned by the City of North Port (“the City”) and Sarasota County (“the County”), (jointly referred to as “Owners”).

NON-MANDATORY PRE-BID MEETING DATE: JULY 29, 2013 AT 1:00 P.M.
WARM MINERAL SPRING CONFERENCE ROOM
12200 SAN SERVANDO AVENUE, NORTH PORT, FLORIDA 34287
FOLLOWED BY SITE VISIT (DUE TO TIME CONSTRAINTS, THIS PRE-BID MEETING WILL BE THE ONLY TIME THAT PROPOSERS WILL BE ALLOWED TO ENTER THE SPRINGS SITE)

BID OPENING: AUGUST 09, 2013 AT 3:00 PM (EST)
THE CITY OF NORTH PORT WILL BE OPENING SEALED BIDS AT 4970 CITY HALL BOULEVARD, SUITE 244, NORTH PORT, FLORIDA (**ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 244**).

Information regarding this project may be viewed and downloaded from DemandStar’s website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid documents are posted on the City FTP site at http://apps.cityofnorthport.com/ftpinfo/; however, all addendums are posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Alla V. Skipper, CPPB, Contract Specialist, at 941-429-7172. Request for additional information or clarification regarding the specifications must be sent via facsimile to (941) 429-7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by August 1, 2013 at 5:00 PM.

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: July 23, 2013 and July 30, 2013
Sarasota Herald Tribune Newspaper

PUBLISH: July 22, 2013
www.cityofnorthport.com
www.demandstar.com
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“THIS IS A ‘SAMPLE LICENSE’ ISSUED FOR INFORMATIONAL PURPOSES ONLY AND AS SUCH IS SUBJECT TO CHANGE”

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**CALENDAR OF EVENTS / BID TIMELINE**

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing. If the Purchasing Department finds it necessary to change any of these dates or times prior to the Bid due date, the change will be accomplished by addendum.

<table>
<thead>
<tr>
<th>ACTION</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue BID</td>
<td>July 22, 2013</td>
</tr>
<tr>
<td>On site Non-Mandatory Pre-Bid Meeting</td>
<td>July 29, 2013 @ 1:00 PM</td>
</tr>
<tr>
<td>Last Day For Questions</td>
<td>August 1, 2013</td>
</tr>
<tr>
<td>Bids Due</td>
<td>August 9, 2013 @3:00 PM</td>
</tr>
<tr>
<td>Anticipated City Commission Approval</td>
<td>September 9, 2013</td>
</tr>
<tr>
<td>Anticipated County Commission Approval</td>
<td>TBD</td>
</tr>
</tbody>
</table>
STATEMENT OF NON-SUBMITTAL

If you do not intend to submit a bid on this service, please return this form to the above address immediately.

We the undersigned have declined to submit a bid on the requested Request for Bid 2013-53: WARM MINERAL SPRINGS SHORT-TERM OPERATIONS for the following reason(s):

__________ Insufficient time to respond to the Request for Bid.

__________ We do not offer this product/service.

__________ Our schedule would not permit us to perform.

__________ Unable to meet bond/insurance requirements.

__________ Specifications are unclear (explain below).

__________ OTHER (please specify below).

Remarks: ________________________________________________________________

________________________________________________________________________

________________________________________________________________________

COMPANY NAME: __________________________________________________________

ADDRESS: ________________________________________________________________

CITY: __________________________ STATE: ____________ ZIP CODE: ______________

TELEPHONE: ______________________ FAX: ________________________________

E-MAIL ADDRESS: __________________________________________________________

SIGNATURE: ____________________________ DATE: ______________

Note: Statement of No Bid may be faxed in to the Purchasing Department at 941-429-7173.
SECTION I

INSTRUCTIONS TO BIDDERS

THE OWNERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL PROVISIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL PROVISIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER’S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- **Addenda**: a written change to a solicitation
- **Bid**: any offer submitted in response to this Request for Bid.
- **Bidder**: One that submits a bid in response to this Request for Bid.
- **Bid Documents**: Includes the General Terms and Conditions; Special Provisions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- **City**: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- **Contract**: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- **Owners**: shall refer to the City of North Port and Sarasota County collectively.
- **Responsible**: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, and is otherwise eligible for award.
- **Responsive**: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- **Request for Bid (RFB)**: Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the highest responsive and responsible bidder.
- **Solicitation**: The written document requesting either bids or proposals from the marketplace.
- **Successful Bidder**: The highest responsive, responsible Bidder to whom Owners (on basis of Owners’ evaluation) makes an award.
- **Vendor or Contractor**: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The Owners have established for purposes of this Request for Bid (RFB) that the words “shall,” “must,” or “will” are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the Owners. A deviation is material if, in the Owners’ sole discretion, the deficient response does not substantially satisfy this RFB’s mandatory requirements. The words “should” or “may” are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.
1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is the intent of the Owners to award this Contract to the highest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the Owners. Bidder may be required to supply information in writing at the request and discretion of the Owners prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Provisions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

It shall be the responsibility of the bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Department to determine if addenda were issued.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder’s bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Provisions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Provisions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the bidder, the bidder’s full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the Owners.
Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested bidders are required to submit one (1) original and two (2) copies of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, all blank spaces must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Bid Opening: All bids received by the date and time so specified shall be opened and the name of each bidder read aloud within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present, but are invited and encouraged to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder’s responsibility to make arrangements for the return of the bid package at their expense.

3. OWNERS RIGHTS: The Owners reserve the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the Owners. Also, the Owners reserve the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the Owners. In the event the Owners receive only one response, the bid may be either accepted or rejected by the Owners depending on available competition and the timely needs of the Owners.

4. AWARD OF BID: The award shall be let to the highest responsive, responsible bidder, unless other criteria are specified in the request for bids, who fulfills all criteria and specifications with consideration given to favorable references, and qualifications and whose evaluation by the Owners indicates that the award will be in the best interest of the Owners.

Errors: For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the Owners will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.
5. **BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar’s website at [www.demandstar.com](http://www.demandstar.com) within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

6. **WARRANTY:** All warranties express and implied, shall be made available to the Owners for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the Owners, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty period. The special conditions of the solicitation may supersede the manufacturer’s standard warranty. Vendor shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs, unless otherwise specified.

7. **TAXES/FREIGHT:** The Owners are exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the Owners. The Owners’ sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the Owners.

8. **CONTINUATION OF WORK:** Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the Owners and the vendor, continue until completion without change to the then current prices, terms and conditions.

9. **CONTRACT EXTENSION:** The Contract may be extended upon mutual agreement between the Owners and the vendor. Exercise of the above option requires the prior approval of the Owners.

10. **TERMINATION OF CONTRACT:**

    **Termination With or Without Cause:** The Owners shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the bidder ninety (90) days written notice by certified mail.

    The Owners reserve the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the Owners’ intent to terminate. In the event of termination for default, the Owners may procure the required goods and/or services from any source and use any method deemed in its best interest.

    **Termination by Vendor:** Vendor shall have the right to terminate services only in the event of a regulatory agency determining that the Springs will be unusable by the public for a period of thirty days or more due to a public safety issue.

11. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the Owners in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

12. **RULES, REGULATIONS AND LICENSES:** The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the vendor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply. Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of City of North Port and Sarasota County will apply to any resulting contract.
When applicable and as required by law, the vendor will provide a material safety data sheet with each delivery of a toxic substance.

13. CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Owners.

14. COLLUSION: By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to submit, or not to submit, a bid for the purpose of restricting competition; the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder.

15. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to public entity; may not submit a bid, proposal, or reply on a contract with a public entity for construction or repair of public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.” By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the Owners due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

16. DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid response if a Drug-Free Workplace program is in place. This form has been adopted by the Owners in accordance with the Drug Free Workplace Act. The Owners will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

17. FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.
18. GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue for any court action shall be in Sarasota County, Florida.

19. SUBCONTRACTING: Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the Owners. The ability to subcontract may be further limited by the Special Provisions. Subcontracting without the prior consent of the Owners may result in termination of the Contract for default.

20. MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable Owners procedures.

21. SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Owners, except that claims for the money due or to become due to the vendor from the Owners under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the Owners. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the Owners.

22. CONFLICTS OF INTEREST – CITY/COUNTY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the Owners to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute § 112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the Owners, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

23. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the Owners determine the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The Owners shall exercise their rights under this “Certificate” within one (1) year following payment.

24. STATE REGISTRATION REQUIREMENTS: Any bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

25. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful bidder’s performance. This evaluation will become public record.

26. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the Owners to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The Owners reserve the right to concurrently contract with other entities for similar work if it deems such action to be in the best interests of the Owners.

27. AUDIT: Owners shall have the right to audit vendor’s records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.
28. UNAUTHORIZED ALIEN CLAUSE: The Owners will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Owners shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the Owners.

29. PAYMENT: The Bidder shall pay to the Owners the agreed percentage of all gross revenues received per month, including but not limited to revenues Bidder receives from any and all subcontractors, sub-licensees or other agreements directly related to the use of the Premises (hereinafter referred to as “Monthly Payment”) as a rental fee. The Monthly Payment is due by the 25th of the following month.

30. SECURITY DEPOSIT/BOND: The successful bidder shall provide the required security deposit in the form of a bond or other acceptable security written in Florida to the City within ten (10) business days of being awarded the bid or upon occupation of the premises, whichever comes first. Failure by the successful bidder to provide the bond or security within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code. Such default shall only be curable at the option of the Owners. In addition, the bidder shall be responsible and bear all costs associated with the recording of the bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department upon occupying the Premises. Such default shall only be curable at the option of the Owners.

Upon such default the Owners may immediately award the bid to the next highest responsive and responsible bidder.

If the Surety Company for any Bond furnished by the bidder files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by the Contract Documents, the bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the Owners’ approval.

By execution of the bond, the surety company will acknowledge that it has read the surety qualifications and surety obligations imposed by the Contract documents and thereby satisfies those conditions.

31 MBE/WBE: Contractors awarded construction contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

32. EQUAL EMPLOYMENT OPPORTUNITY: The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

33. NON-DISCRIMINATION: The City of North Port and Sarasota County do not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or
perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

34. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

35. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the Owners, as outlined in the bid specifications.

36. SCRUTINIZED COMPANIES: For contracts of $1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney’s fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.

By submitting a bid, proposal or response, the company, principals, or owners certify that they are not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

37. CONTACT PROHIBITION: All prospective Bidders are hereby instructed NOT to contact any member of the City of North Port Commission, the City Manager, any member of the Sarasota County Board of County Commissioners, County Administrators, or any Sarasota County or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder’s submittal package, City’s Intent to Award, or City’s Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

38. DISCLOSURE: Given the natural aspect of the spring the Owners cannot guarantee the quality, quantity and/or characteristics of the water from the spring and will not be held responsible for any loss whether expected or realized, due to changes in these attributes.

END OF SECTION I
SECTION II

SPECIAL PROVISIONS

SP-01 PURPOSE: Pursuant to Florida Statue §125.35, and North Port City Code, the City of North Port and Sarasota County (jointly referred to as “Owners”) are soliciting bids to select a firm to License and operate Warm Mineral Springs (“Springs”) located at 12200 San Servando Avenue, North Port, FL 34287, PID No. # 0769-07-0014. The Owners are seeking a firm experienced in management of locations with characteristics similar to Warm Mineral Springs.

The successful bidder shall be required to execute a License agreement in substantially the same form as the terms and conditions specified in this bid package. A sample License Agreement is attached.

BACKGROUND AND CONTEXT: The City of North Port is located in Sarasota County between Tampa and Fort Myers. This southwest Florida city is tucked beneath a thick oak and pine canopy, rich with archeological history, beautiful natural springs, and more than 80 miles of freshwater canals. The City population’s median age is 40.9 making North Port one of the youngest in the southwest Florida region.

Warm Mineral Springs is located near the City’s west border. This natural spring has been an important water source for thousands of years. While privately owned, this location was developed into a spa in the 1960s as a popular location for bathers wishing to soak in mineral rich water. The property to be licensed is approximately 21.7 acres, more or less.

PROPERTY DESCRIPTION: This location is highlighted by a natural warm mineral spring approximately 72 meters across and 70 meters deep, with shallow areas around the perimeter of the spring. The primary vent for the spring is approximately 63 meters below water surface and emits millions of gallons a day of approximately 87 degree mineral water. Warm Mineral Spring’s water is reported to contain multiple different minerals, including magnesium, silica, sulfate, chloride, sodium, carbon dioxide, potassium, and bicarbonate, among others. The runoff from the spring enters into Salt Creek which provides a winter location for West Indian Manatees. Additionally, Warm Mineral Springs is listed in the National Register of Historic Places, as one of the most important underwater archaeological sites in America.

THE SPRING AND EXISTING AMENITIES: The focal point of the site is a spring-fed natural pool and three structures that have served as an operating day spa since 1959 and which reportedly draw more than 80,000 annual visitors. The property is primarily used as a swimming/soaking location with an emphasis on the reputed healing nature of the water. Existing facilities include the Spring and outdoor area, a 1,250 +/- sq. ft. restaurant area including kitchen, a 1,340 +/-sq. ft. spa area which includes a number of nail stations, three (3) massage therapy rooms and five (5) esthetician/acupuncture rooms; two (2) meeting rooms of 1250 +/- sq. ft. and 450 +/- sq. ft., restrooms and shower facilities, and a 1,080 +/-sq. ft. gift shop area.

In addition to providing the opportunity to bathe or swim in the spring all day, the previous concessionaire at Warm Mineral Springs also offered two (2) exercise classes on each weekday and three exercises classes on Saturdays and Sundays with paid admission. Other classes included hydro-gyro, water aerobics, yoga, tai chi, flexstas, pilates and gyrokinthesis. Monthly workshops were also offered with paid admission on topics such as juicing, natural gardening and nutrition.

Other services that were available for an additional fee include a variety of massage therapy treatments, acupuncture, and esthetician services such as facials, microdermabrasion, eye treatments, body scrubs, toning
wrap, waxing, manicures, pedicures, spiritual consultation, aromatherapy, infrared sauna, energy healing, therapeutic stretching, reflexology, hydro-yoga and watsu. There was also a full-service restaurant which served a variety of healthy and organic food and two meeting rooms which were used primarily for workshops and classes.

**SP-02 SCOPE OF SERVICE:**

1. The bidder must provide public access to the Springs. In addition, the bidder shall have the exclusive right to provide the following services at Warm Mineral Springs property (“property”):

   a. Sale of health, wellness and spa services, including but not limited to licensed cosmetic and/or massage services;
   b. Sale of food, drink (including but not limited to alcoholic beverages [beer and wine only]) and sundry items and gifts;
   c. Rental of lockers;
   d. Management and operation of a café or restaurant;
   e. To offer entertainment, classes and events in line with uses set forth in the Agreement on the property; and
   f. The exclusive right of access to and use of the property for operation of a business to provide the services described above. However, the bidder is not permitted to extract water or minerals from the Springs, except for use in an on-premises spa.

2. Term of the agreement will not exceed twelve (12) months which may be renewed only by agreement of the City and County for a term to be determined.

   The minimum rent amount for any prospective operator shall be 10% of all monthly gross revenues including but not limited to revenues Licensee receives from any and all subcontractors, sub-licensees or other agreements directly related to the use of the Premises.

3. Permitted and not permitted activities:

   **Permitted activities:**
   a) Sale of health, wellness and spa services, including but not limited to licensed cosmetic and/or massage services. The Licensee is encouraged to utilize existing employees and independent contractors presently providing services on the premises;
   b) Sale of food, drink (including but not limited to alcoholic beverages [beer and wine only]) and sundry items, and gifts;
   c) Rental Lockers;
   d) Management and operations of a café or restaurant;
   e) Exclusive right of access to and use of premises for the operation of a business to provide the service described above subject the City and County’s right to utilize the premises for any public purpose with the consent of the Licensee which shall not be unreasonably withheld.

   **Not permitted activities:** Extraction of water or minerals from the spring other than for on-site consumption for spa use.
4. The Premises is provided in an AS-IS, WHERE-IS, HOW-IS condition, without warranty or representation, subject to any and all conditions that a competent examination of the Premises would disclose.

5. Any applicable ad valorem taxes and non-ad valorem assessments shall be paid by the Licensee.

6. Entry pricing shall be as follows unless otherwise authorized by the Owners.
   - Daily Adult $20 / $15 Resident
   - Daily Students: $15 / $11.25 Resident
   - Daily Children $10 / 7.50 Resident
   - 10 Day Pass: $170 / $112.50 Resident
   - Annual Pass (Paid in Full): $1,300/$975 Resident
   - Annual Pass (Payment Plan): $1,500/$1,125 Resident.

   Licensee shall also offer Family, Monthly, and Seasonal Passes, also at a 25% discount to Sarasota County Residents including City of North Port Residents. The prices for all passes must be approved by the Owners. All passes (including annual passes) must expire on or before the expiration of the contract. Licensee must prorate pass pricing after opening day to coordinate with contract termination date.

7. The minimum hours of operation shall be as follows: Winter (November-May) - 8 hours per day; Summer (June-October) - 9 hours per day, unless otherwise determined by the Owners.

8. No alterations to the premises shall be made without prior written consent by both the Owners. All work must be accompanied by applicable permits.

9. All subcontracting, independent contractor agreements, sublicensing, and subletting of premises will be consistent with licensee use and a copy of all agreements and contracts will be provided to the City. No assignment shall occur without prior written approval of both the Owners.

10. Licensee will be required to provide monthly documentation of all income related to the Premises.

11. Licensee will be required to provide quarterly profit and loss statements. The Owners shall have right to inspect the property, records and books with reasonable notice. All records for the operation of the premises shall be subject to Chapter 119, Florida Statutes.

12. Maintenance and operations of all facilities, systems and grounds shall be the responsibility of the Licensee. Licensee shall be responsible for all capital repairs and replacements other than capital replacements costing $10,000 or more for an individual project.

13. All advertising paid for by the Licensee (i.e. promotional items, websites, and billboards) shall meet the requirements of all federal, state and local laws.

14. Licensee will take possession of the property as is and will hold harmless and indemnify the City and County from all liability.

15. The Licensee shall obtain approval from the Owners prior to offering any uses not expressly provided as a permitted use.
16. The Licensee agrees to comply with the Staffing and Customer service requirements of Section 15 of the sample License Agreement.

17. The Licensee agrees to comply with the health/safety and environmental requirements of Section 16 of the sample License Agreement.

18. The Licensee agrees to comply with Section 19 of the sample License Agreement.

SP-03 QUALIFICATIONS: Bidder must provide relevant and successful experience similar in nature to the management and operations of publicly used natural spring or water attraction. Relevant and successful experience in the operation of a restaurant and/or spa may also be considered. Up to five references in the last ten years regarding relevant experience must be provided.

SP-04 BEGINNING OF OPERATIONS: Bidder must provide the number of days from contract signing they will require before taking possession of the Premises and the number of days they will require before opening the Springs for bathing and swimming. Failure to provide this information will result in disqualification of their bid.

SP-05 BOND: The awarded contractor shall provide a security deposit bond or other form of security in favor of the Owners in the amount of $100,000. The Bond will be in occurrence form, written in Florida and will be in effect during the duration of the contract and returned/cancelled only after all terms and conditions have been met and are in compliance with the agreement. The form of the bond will be subject to the Owners’ approval.

SP-06 CRITERIA FOR AWARD: The Owners will consider all bids that meet or exceed the minimum bid requirements. The award of this bid shall be in accordance with Florida Statute §125.35(1)(a) “…to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.” Other considerations shall include references, and previous experience with similar projects of size and scope which may be considered in determining whether a bidder is responsible. The Owners may reject any or all offers at its discretion. In the event of a tie in the percentage of gross revenues offered, the bidder who will reopen the Springs the soonest shall receive the award. If there is still a tie, the bidder which has a drug free workplace program in place shall receive the award.

The Owners reserve the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

END OF SECTION II
SECTION III

INSURANCE

At all times subsequent to the commencement date of the term of this License and during the full term, Licensee shall keep the Premises covered, at Licensee's sole cost and expense, by the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to Licensor and placed with insurance carriers approved and licensed by the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than "A- Excellent", FSC: VII. No changes are to be made to the following insurance specifications without prior written approval of Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

I. Workers Compensation Insurance - on behalf of employees who are to provide a service under this License, as required under Florida Laws Chapter 440 and Employers Liability of limits no less than $100,000 per employee per accident; $500,000 disease aggregate and $100,000 employee per disease.

II. Commercial General Liability - Including but not limited to bodily injury, property damage, contractual, personal injury and products and completed operations with limits not less than $3,000,000 per occurrence, $6,000,000 aggregate covering all work performed or services provided under this License. Aggregate must be dedicated and apply solely to this License. Policy must be endorsed to include contractual liability.

III. Commercial Automobile Liability - bodily injury and property damage, including all vehicles owned, licensed, hired and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed or services provided under this License.

IV. Umbrella Liability - With limits of not less than $1,000,000 per occurrence covering all work performed or services provided under this License.

V. Host Liquor Liability - With limits not less than $1,000,000 for beer and wine, if such beverages are served.

vi. All policies required herein, unless specific approval is given by Licensor, are to be written on an occurrence basis and shall name the City of North Port, Sarasota County, their Commissioners, officers, agents, officials, employees, and volunteers as additional insured as their interest may appear under this License, and the insurer(s) shall agree to waive all rights of subrogation against the City of North Port, Sarasota County, their Commissioners, officers, agents, officials, employees and/or volunteers. All policies required herein shall be written as primary polices and non-contributory and secondary to any Insurance coverage maintained by Licensor.

vii. Insurance requirements itemized in this section required of Licensee shall be provided by or in behalf of all subcontractors to cover their operations performed. Licensee shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to subcontractors. Licensor shall be named as an additional insured on all applicable subcontractors insurance policies, in addition to Licensee being named as an additional insured.

viii. Each insurance policy required by this License shall: (1) Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability; and (2) be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits except after thirty
(30) calendar days prior written notice by certified mail, return receipt requested, has been given to Licensor's Risk Manager.

ix. Licensee shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this License and shall be solely responsible for the payment of all deductibles or co-insurance to which such policies are subject, whether or not Licensor is an insured or additional insured under the policy.

x. Claims made policies will be accepted for hazardous materials liability coverage and such other risks as are authorized by the Licensor's Risk Manager. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided an option, Licensee agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

xi. Certificates of Insurance - Certificates of insurance evidencing claims or occurrence form coverage, as well as Licensor's contract number are to be furnished to the Licensor's Risk Manager prior to occupation of the Premises and within thirty (30) calendar days of expiration of the insurance contract when applicable. All insurance certificates shall be received and timely approved by the Licensor's Risk Manager before Licensee will be allowed to occupy or continue to occupy the Premises.

xii. Notice of Accident (occurrence) and Notice of Claim arising out of the terms of this License shall be given to Licensee's Insurance company and Licensor's Risk Manager as soon as practicable after notice to the Insured.

xiii. Real and Personal Property/Property Coverage For Rentals and Licenses/All Risk and Special Perils Coverage - Licensee shall procure and maintain for the term of the License, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building(s) and personal property and/or contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance. Coverage shall also include continued payment of rents to the Licensor for up to one year after damage or destruction of the property.

xiv. Waiver of Subrogation - All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against Licensor, its officers, officials, employees and volunteers, and Licensor's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work or operations performed by the named insured (Licensee) for Licensor or on the Premises. It is the primary insured's (Licensee's) responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, Licensee, its officers, officials, agents, employees, volunteers, and any hired subcontractors, agree to waive all rights of subrogation against Licensor and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work or operations performed on the Premises. This waiver also applies to any deductibles or self-insured retentions for which Licensee or its agents may be responsible.

xv. All insurance required to be maintained by Licensee shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in the State of Florida and of recognized responsibility satisfactory to Licensor. Prior to occupying the Premises, Licensee shall promptly
deliver to Licensor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Licensee and Licensor shall be furnished with satisfactory evidence of such payment.
SECTION IV

BID FORM

Name of Bidder: ___________________________________________________________

Business Address: _______________________________________________________

Telephone Number: ____________________ Fax Number: _______________________

E-mail Address: ___________________________________________________________

Contractor License # (IF APPLICABLE): __________________ FEIN #: ___________

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Request for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the Owners in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

**BID PRICE FOR LICENSE OF PROPERTY:**

_____ * (INITIAL) The Bidder agrees to _____________ % of monthly gross revenues as payment for the License.

*Bids lower than 10% of gross revenues will not be considered.

Bidder shall take possession of the Premises within _____ days of contract execution, and will open the Springs for swimming within _____ days of contract execution.

COMPANY: ___________________________________________________________

SIGNATURE: ___________________________________________________________

This document must be completed and returned with your BID

**ALL BID PAGES MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE**

RFB NO. 2013-53
BIDDER CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which are the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline- it is the responsibility of each Bidder to read and comply with the Request for Bid in its entirety.

PLEASE INDICATE BY (✓) OR INITIALS THAT YOU HAVE INCLUDED THE FOLLOWING DOCUMENTATION WITH YOUR BID.

☐ ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

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☐ DRUG FREE WORKPLACE FORM

☐ PUBLIC ENTITY CRIME INFORMATION

☐ STATEMENT OF ORGANIZATION (The Bidder shall submit proof that the company is authorized to do business in the State of Florida. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing your company as eligible to conduct business in the State of Florida. Please refer to website www.sunbiz.org.) Note: Bidder must submit proof that their firm name is registered with their State of origin if not a Florida company.

☐ SCRUTINIZED COMPANY AFFIDAVIT AND CERTIFICATION

☐ NUMBER OF COPIES (1 Original and 2 copies = 3 Total)

☐ SEALED BID PACKAGE  The Bid envelope shall be SEALED and marked:

"REQUEST FOR BID NO. 2013-53: WARM MINERAL SPRINGS SHORT-TERM OPERATIONS"

and addressed to:

City of North Port

Alla V. Skipper, CPPB, Contract Specialist

4970 City Hall Boulevard, Suite 337

North Port, Florida 34286

COMPANY: 

SIGNATURE: 

This document must be completed and returned with your BID

ALL BID PAGES MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE
REFERENCES

INSURANCE CERTIFICATE Bidder has reviewed all the insurance requirements AND is able to provide a certificate within ten (10) days of award, or prior to occupation of the Premises, whichever comes first

(INITIAL) Bidder agrees to provide a security deposit bond or other security in the amount of $100,000 after award for the duration of the contract

Bidder understands and agrees to all terms, conditions, requirements and specifications stated herein.

COMPANY: _______________________________________________________

SIGNATURE: _______________________________________________________

This document must be completed and returned with your BID

ALL BID PAGES MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE
CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees’ ability to contract with the Owners either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City or Sarasota County  
   ________________________________ (List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City/Sarasota County  
   Name: ________________________________

☐ An employee, public officer or advisory board member of the City/Sarasota County, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. “Material interest” means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
   Name: ________________________________

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City/Sarasota County  
   Name: ________________________________

☐ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

COMPANY: ________________________________

SIGNATURE: ________________________________

This document must be completed and returned with your BID  
ALL BID PAGES MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE  
RFB NO. 2013-53
STATEMENT OF ORGANIZATION

Name of Business: ____________________________________________________________

DBA (if any): ____________________________________________________________________

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _______________________

Business Address: _________________________________________________________________

__________________________________________________________________________________________

Mailing Address (If applicable): __________________________________________________________

__________________________________________________________________________________________

Phone: ______________________________ Fax: ________________________________

E-Mail: ____________________________________________________________

Name/Title of person authorized to bind: _______________________________________________________

Signature: _____________________________________________________________________________

Are you registered with the State of Florida Department of State?  □Yes or □No

If yes, what is your State document number? ________________________________

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

STATE OF __________________________________

COUNTY OF __________________________________

Sworn to and subscribed before me this ___ day of ____________, 20___, by _______________________________ who □ is personally known to me or □ has produced his/her driver’s license as identification.

______________________________________

Notary Public - State of Florida

Print Name: ______________________________

Commission No: ________________________

This document must be completed and returned with your BID
PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, ________________________________________________, being an authorized representative of the Respondent, ________________________________________________, located at ________________________________________________
City: ____________________________ State: ____________ Zip Code: _________________, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: __________________________________________ Date: ___________
Telephone #: ______________________________ Fax #: ____________________
Federal ID #: ______________________________________

STATE OF ____________________________
COUNTY OF ____________________________

Sworn to and subscribed before me this___ day of ____________, 20_______, by_________________, who □ is personally known to me or □ has produced his/her driver’s license as identification.

______________________________
Notary Public - State of Florida

Print Name: ___________________________
Commission No: ________________________

This document must be completed and returned with your BID
NON-COLLUSIVE AFFIDAVIT

State of _________________________

County of _______________________.

Before me, the undersigned authority, personally appeared:

______________________________________________ who, being first duly sworn, deposes and says that:

1. He/She is the _________________________________ (Owner, Partner, Officer, Representative or Agent) of
   ____________________________________________, the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances
   respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest,
   including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent,
   firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or
   have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent,
   firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost
   elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance,
   or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this ___________________day of_____________, 20_____.

By: __________________________________________

(printed Name)

(Title)

STATE OF ______________________________________
COUNTY OF ____________________________________

Sworn to and subscribed before me this____ day of __________, 20____, by _________________________who ☐ is
personally known to me or ☐ has produced his/her driver’s license as identification.

____________________________________
Notary Public - State of Florida
Print Name: ____________________________
Commission No: _______________________

This document must be completed and returned with your BID
City Of North Port
Request For Bid No. 2013-53
Warm Mineral Springs
Short-Term Operations

DRUG FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute §287.087 hereby certifies that
__________________________________________________________ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

Check one:

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

☐ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

________________________
Signature

________________________
Date

This document must be completed and returned with your BID

RFB NO. 2013-53
REFERENCES

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described. Note: A contact person shall be someone who has personal knowledge of bidder’s performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City representative may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.

**Attach additional sheets if necessary.**

1. Business/Customer Name: ____________________________________________________________

Name of Contact Person: ___________________________ Title ___________________________

Telephone Number: ___________________________ Fax Number: ___________________________

E-mail Address: ________________________________________________________________

Project Description/Location: ______________________________________________________

_____________________________________________

Contract Period: FROM __________ TO __________

Contract Price $________________________

2. Business/Customer Name: ____________________________________________________________

Name of Contact Person: ___________________________ Title ___________________________

Telephone Number: ___________________________ Fax Number: ___________________________

E-mail Address: ________________________________________________________________

Project Description/Location: ______________________________________________________

_____________________________________________

Contract Period: FROM __________ TO __________

Contract Price $________________________
3. Business/Customer Name: ________________________________

Name of Contact Person: ________________________________ Title __________________

Telephone Number: __________________ Fax Number: ____________________________

E-mail Address: ____________________________

Project Description/Location: ______________________________

________________________________________________________________________

Contract Period: FROM ____________ TO ____________

Contract Price $______________

4. Business/Customer Name: ________________________________

Name of Contact Person: ________________________________ Title __________________

Telephone Number: __________________ Fax Number: ____________________________

E-mail Address: ____________________________

Project Description/Location: ______________________________

________________________________________________________________________

Contract Period: FROM ____________ TO ____________

Contract Price $______________

COMPANY: ________________________________________________

SIGNATURE: ______________________________________________

This document must be completed and returned with your BID

ALL BID PAGES MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE
SCRUTINIZED COMPANY AFFIDAVIT AND CERTIFICATION

State of _____________
County of _____________

Florida Statutes §287.135 (2011) prohibits local governments from contracting with Scrutinized Companies for contracts valued at one million dollars ($1,000,000.00) or greater, subject to certain exceptions.

Before me, the undersigned authority, personally appeared:
_______________________________ who, being first duly sworn, deposes and says that:

1. I am the _________________(Owner, Partner, Officer, Representative or Agent) of 
   __________________________________________________________________________
   that has submitted the attached proposal.

2. I am fully informed respecting the Bidder.

3. I have read and am familiar with the requirements of Florida Statutes §287.135 (2011).

4. The Bidder is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473 and is therefore eligible to submit this bid or proposal.

5. Under penalties of perjury, I declare that I have examined this affidavit and certification and to the best of my knowledge and belief, it is true, correct, and complete.

Signed, sealed and delivered this _________________ day of _________________, 20__.  

By:________________________

Sworn to and subscribed before me this _____ day of _________________, 20___, by 
_______________________________ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

________________________________
Notary Public - State of _____________
Print Name: ___________________
Commission No:________________

END SECTION IV
SECTION V
SAMPLE AGREEMENT
LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into by and between The City of North Port, a municipal corporation of the State of Florida, and Sarasota County, a political subdivision of the State of Florida ("LICENSOR"), and ___________________________, a ____________ ("LICENSEE"), dated _______________________, 2013.

RECITALS

WHEREAS, LICENSOR owns certain real property located in Sarasota County, Florida, in the incorporated City of North Port, PID # 0769-07-0014, more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, situated on the property is the natural deep water feature commonly known as Warm Mineral Springs (hereinafter, the "Springs"). Also situated on the property are buildings for a business, consisting generally of a restaurant, gift shop, day spa, locker rooms, restrooms, and wellness center, formerly known as Warm Mineral Springs Spa (hereinafter, the "Facility"); and

WHEREAS, the Facility and Springs are collectively referred to herein as the "Premises", and

WHEREAS, LICENSOR desires to license to LICENSEE and LICENSEE desires to license from LICENSOR the Premises subject to the terms and conditions contained herein.

NOW THEREFORE, LICENSOR and LICENSEE hereby covenant and agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated herein.

2. AGREEMENT

LICENSOR does hereby grant to LICENSEE the exclusive right to operate the Facility and Springs in accordance with the terms and conditions hereinafter set forth. LICENSEE shall have the exclusive right to provide the following services at the Facility:

a. Sale of health, wellness and spa services, including but not limited to licensed cosmetic and/or massage services;

b. Sale of food, drink (including but not limited to alcoholic beverages [beer and wine only]) and sundry items and gifts;

c. Rental of lockers;

d. Management and operation of a café or restaurant;
e. To offer entertainment, classes and events in line with uses set forth in this Agreement on the Premises; and

f. The exclusive right of access to and use of the Premises for operation of a business to provide the services described above. However, LICENSEE is not permitted to extract water or minerals from the Springs, other than for spa services provided on the Premises.

3. TERM

a. The LICENSEE shall provide services for twelve (12) months beginning ____________, 2013 (the “Effective Date”) and terminating on ____________, 2014. This Agreement may be extended or renewed with the mutual consent of the LICENSOR and LICENSEE.

b. The LICENSEE covenants and agrees that in addition to providing access to the Springs for swimming by the public, it will operate and provide some or all of the services described in section 2 on the Premises, continuously and uninterruptedly during the term of this Agreement, except while the Premises are unusable by reason of fire or other unavoidable casualty, or force majeure, as defined in Section 17.e.i. The LICENSEE will at all times keep and maintain within and upon the Premises an adequate stock of merchandise and have sufficient personnel to service and supply the usual and ordinary demands and requirements of its customers.

c. The LICENSEE shall voluntarily quit its use of the Premises on the expiration date of this Agreement and leave the Premises in a similar or better condition than existed at the commencement of this Agreement. Unless the LICENSOR and the LICENSEE shall otherwise agree, at the time of expiration of this Agreement, all improvements to the Premises shall become the property of the LICENSOR, at no expense to the LICENSOR.

4. CONDITION OF THE PREMISES

The Premises is provided in AS-IS, WHERE-IS, HOW-IS condition, without warranty or representation, subject to any and all conditions that a competent examination of the Premises would disclose. LICENSEE agrees to indemnify LICENSOR against any injury, loss, cost or damage to persons, tangible personal property, or to the operation of the Facility resulting from the condition of the Premises and/or malfunction of any equipment or apparatus serving the Premises including (i) fire, explosion, falling plaster, sick building syndrome, or broken glass, (ii) gas, electricity, or electrical disturbance, (iii) any dampness, water, rain, or leaks from pipes, appliances, plumbing works, the roof, the street, or subsurface, or any other part of the Premises, (iv) any latent or apparent defect or change of condition in the Premises, (v) crime, accident, or natural disorder, (vi) electrical, mechanical, or plumbing equipment, or septic system, or (vii) any other cause of whatever nature. LICENSEE agrees to indemnify and hold LICENSOR harmless against any and all claims for personal injury or property damage arising from the use of the Premises by LICENSEE or operation of the Premises by LICENSEE.

Given the natural aspect of the Springs the LICENSOR cannot guarantee the quality, quantity and/or other characteristics of the water from the Springs and will not be held responsible for
5. MAINTENANCE, REPAIR AND REPLACEMENT

LICENSEE shall be wholly responsible for, and LICENSEE hereby assumes all risk related to all repair, and maintenance of all systems and improvements, including but not limited to, HVAC, electrical, plumbing, landscape maintenance, maintenance and operation of the on-site septic system, grease traps and replacement of all improvements. Notwithstanding the foregoing, LICENSEE shall only be responsible for repairs or replacements to the HVAC, electrical, plumbing, and septic systems, or roofs, that cost less than $10,000 for each repair or replacement. In the event a repair or replacement is estimated to cost $10,000 or more, LICENSEE shall notify the LICENSOR within 24 hours of receiving the estimate. All repairs and/or replacements of a material nature shall be made upon consultation with and consent of LICENSOR. LICENSEE does hereby covenant to keep the Premises and all such improvements in good repair and in clean and sanitary condition during the term of this Agreement and will comply with all governmental ordinances and directions of proper public officers in connection with such repair, maintenance and replacement during the term of this Agreement and will yield up the Premises at the end of the term in good condition, ordinary wear and tear only excepted. Moreover, the Premises is to be yielded back to LICENSOR free and clear of any liens, encumbrances, or contractual obligations or impediments whatsoever.

6. ALTERATIONS

LICENSOR agrees that LICENSEE may make, at its own cost and expense, alterations, repairs, replacements or additions to the Premises, provided:

a. Any and all such alterations, repairs, replacements or additions, except those that would constitute an emergency, shall be made upon consultation with and prior written consent of LICENSOR. The LICENSEE must notify the LICENSOR of an emergency repair immediately and provide copies of all documentation related to the repair.

b. Any such alterations, repairs, replacements or additions shall not lessen or diminish the value of the said buildings, or disrupt the historical, hydrological, archaeological, natural or scientific aspects of the Premises without prior written consent from the LICENSOR.

c. LICENSEE shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters.

e. LICENSEE shall, at its own expense, obtain any and all necessary permits prior to performing such alterations, repairs, replacements or additions.

f. LICENSEE shall, at its own expense, obtain a cultural resource assessment survey prior to beginning any ground disturbing activity.
g. The LICENSEE shall be required to use a LICENSOR approved contractor and obtain a W-9 and Certificate of Insurance from the contractor with the LICENSOR listed as an additional insured, when making any alterations, repairs, replacements or additions.

h. The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and LICENSEE agrees to indemnify and save harmless LICENSOR from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work.

i. At all reasonable times during the progress of such construction work, LICENSOR or persons authorized by LICENSOR, shall have the right to go upon the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the construction work then in progress.

j. All necessary repairs to the Facility will be the responsibility of the LICENSEE.

k. All damages, vandalism, or criminal activity to or on the Premises, must be reported to the LICENSOR within twenty four (24) hours of identification.

l. The LICENSEE will secure the Premises at close of business each day.

m. LICENSOR reserves the right to inspect and test any aspect of the Premises, either directly or through another agency, including testing any attributes of the water, at any time.

Nothing in this Agreement shall be construed as in any way constituting a consent or request by LICENSOR, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman, for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon or to any part thereof. Pursuant to Florida Statutes, §713.10, it is the intent of the parties hereto that LICENSOR’S interest in the Premises shall not be subject to any liens filed because of LICENSEE’s failure to make payments in connection with any buildings or improvements installed or constructed on the Premises.

7. LICENSES, CERTIFICATIONS AND PERMITS

a. LICENSEE shall be required to obtain, at its own expense, by the Effective Date of this License, or prior to the operation of activities requiring same, all licenses, certifications and permits necessary to provide the aforementioned services and offerings in the Facilities and Premises and to maintain all such licenses, certifications and permits throughout the term of this Agreement.

b. The sale of beer and wine is permitted on the Premises. The sale of any other alcoholic beverage is prohibited. LICENSEE shall be solely responsible for and shall be required to obtain and maintain, at its own expense, all necessary alcoholic beverages licenses to engage in the retail sales of alcoholic beverages, and, if permissible, shall transfer same to LICENSOR at the end of the term of this Agreement without additional consideration.
c. The LICENSEE must obtain and maintain, at its own expense, a Permanent Food Service license as required for the seating provided, if such services are provided.

d. The LICENSEE must obtain and maintain, at its own expense, a Massage Establishment license from the State of Florida and provide a copy of the license to the LICENSOR, if such services are provided.

e. The LICENSEE must obtain and maintain, at its own expense, a Cosmetology Salon license from the State of Florida and provide a copy of the license to the LICENSOR, if such services are provided.

f. Any Massage Therapists, Acupuncturists, Nail Technicians, Estheticians, and Exercise/Nutrition class instructors must be properly certified as required by Florida Department of Business and Professional Regulation www.myfloridalicense.com prior to starting employment.

g. The LICENSEE will provide the LICENSOR with a copy of the required certification before an employee begins employment.

h. LICENSEE must employ First Responder Certified Lifeguards as designated by local ordinances.

i. Any product the LICENSEE offers as organic must comply with the National Organic Program http://www.nal.usda.gov/afsic/pubs/ofp/ofp.shtml and must be certified by the USDA as organic.

j. The LICENSEE must obtain all necessary permits from any applicable regulatory body, including but not limited to the Department of Health, Department of Environmental Protection, Department of Agriculture and Consumer Services and/or Southwest Florida Water Management District.

8. PROVIDED SERVICES

a. LICENSEE shall provide to the general public access to the Springs and Premises beginning on the Effective Date.

   i. Springs Daily Passes:  Adult $20 / $15 Resident  
      Students: $15 / $11.25 Resident  
      Children $10 / 7.50 Resident

   ii. Other Passes:  10 Day Pass: $170 / $112.50 Resident  
       Annual Pass (Paid in Full): $1,300/$975 Resident  
       Annual Pass (Payment Plan): $1,500/$1125 Resident

LICENSEE shall also offer Family, Monthly, and Seasonal Passes, also at a 25% discount to Sarasota County Residents including City of North Port Residents. The prices for all passes must be approved by the LICENSOR. All passes (including annual passes) must expire on or
before the expiration of the contract. LICENSEE must prorate pass pricing after opening day to coordinate with License termination date.

iii. All pricing changes must be approved in writing by LICENSOR, prior to adoption.

b. The LICENSEE agrees to operate the Premises no less than eight (8) hours per day, seven (7) days per week during the months of November, December, January, February, March, April and May and nine (9) hours per day, seven (7) days per week during June, July, August, September, and October. The Premises can be closed on Thanksgiving Day and Christmas Day. Notwithstanding the proceeding, the Premises may be closed due to hazardous weather conditions or due to any threat to human health and safety. Any modification to the proposed schedule will require the prior written consent of the LICENSOR’S Administrative Agent.

c. LICENSEE may provide, for purchase, spa services which may include: manicures, pedicures, facials and massage. Additional services in line with uses set forth in this Agreement such as acupuncture, esthetician services and nutritional training may be offered.

d. LICENSEE shall provide a minimum of one (1) daily exercise class, at least thirty (30) minutes in duration, included with general admission. Additional classes in line with uses set forth in this Agreement may be offered.

e. LICENSEE may offer, at a minimum, refreshment food services including a variety of food and beverages selections.

f. LICENSEE shall provide all fixtures and equipment required to provide services and offerings at its own expense.

g. LICENSEE must obtain written approval from the LICENSOR prior to providing for any services, products, or offerings not expressly permitted in this Agreement.

9. PROHIBITED USES

a. LICENSEE shall not engage in or allow any individual or group to engage in any scuba diving, or any form of water research without the prior written approval of the LICENSOR.

b. LICENSEE shall not engage in or allow any individual or group to disturb or remove any artifacts from the Springs. If any artifacts are inadvertently found, the LICENSOR must be contacted immediately so proper personnel may be dispatched to care for the artifact.

c. LICENSEE shall not engage in or allow any individual or group to deposit any organic or inorganic materials into the Springs, including but not limited to water, sand, mud, or stone that does not occur with the normal use of the Springs without the prior written approval of the LICENSOR.

d. LICENSEE shall not engage in or allow any individual or group to remove any organic or inorganic materials from the Springs, including but not limited to water, sand, mud, or stone.
that does not occur with the normal use of the Springs without the prior written approval of the LICENSOR.

e. **LICENSEE shall not remove any water or minerals from the Springs, nor allow any individual or group to remove any water or minerals from the Springs, except that LICENSEE may remove water for use in spa services provided on the Premises.**

f. The LICENSEE shall not allow glass bottles, cups, plates, etc., on the grass area surrounding the Springs.

g. No animals are allowed on the Premises, with the exception of service animals or fish/marine life in properly maintained tanks or ponds (i.e. Koi pond).

10. **LICENSEE RESPONSIBILITIES**

a. The LICENSEE shall be directly and solely responsible to pay all taxes related to the Premises and business operations, including but not limited to, property tax. LICENSEE shall also pay the equivalent amount of City of North Port non-ad valorem assessments which would be charged to the Premises if the Premises were not publicly owned.

b. The LICENSEE shall be directly and solely responsible for the cost of all utilities, including but not limited to, electricity, water, phone and internet service.

c. The LICENSEE shall maintain the interior and exterior of the Premises.

d. The LICENSEE shall be responsible for the operation, costs of maintenance and repair, if necessary, of the septic system, including inspections and pumping of the tanks at regular intervals and/or when deemed necessary by any regulatory agency. Capital replacement of the septic system costing less than $10,000 shall be the responsibility of the LICENSEE.

e. The LICENSEE shall be responsible for the costs of maintenance and repair for each system, if necessary, of all systems, including plumbing, electrical, and HVAC, including all necessary inspections, regular cleaning and maintenance and repair. Capital replacement of a system costing less than $10,000 shall be the responsibility of the LICENSEE.

f. The LICENSEE shall be responsible for daily clean-up and maintenance of the grounds of the Premises including but not limited to trash pick-up, mowing, edging, parking areas, interior roadways and general upkeep.

g. The LICENSEE may hold special events and/or programs with the prior written consent of the LICENSOR. A special event permit may be required from the City of North Port. It is the sole obligation of the LICENSEE to obtain a Special Event Permit.

h. LICENSEE shall use its best efforts to hire and utilize local (residents of Sarasota County, with particular consideration given to residents of the City of North Port in close proximity to the premises) employees, subcontractors, service providers, and the like, whenever possible in the conduct of its business on the Premises.
i. LICENSEE acknowledges receipt of the City of North Port Customer Bill of Rights and covenants with LICENSOR to observe and respect its principles and policies and likewise use its best efforts to implement them in the conduct of its business on the Premises.

j. All products offered shall be of excellent quality and adequate quantity. All prices charged shall be reasonable and representative of those charged elsewhere in the area for similar products or services.

k. The LICENSEE shall offer its customers multiple methods of payment, to include but not be limited to cash, debit card, MasterCard and Visa. The LICENSEE shall not be required to accept personal check for payment.

l. The LICENSEE shall not erect or post signs, banners, and/or promotional material without the prior written approval of the LICENSOR. If a permit is required, the LICENSEE will be solely responsible for cost of same.

m. The LICENSEE shall comply with all laws and regulations of the State of Florida and ordinances and regulations of City of North Port and Sarasota County.

11. RENTAL FEE

The LICENSEE shall pay to the LICENSOR % of all gross revenues received per month, including but not limited to revenues LICENSEE receives from any and all subcontractors, sub-licensees or other agreements directly related to the use of the Premises (hereinafter referred to as “Monthly Payment”) as a rental fee. The Monthly Payment is due by the 25th of the following month.

12. REPORTING

a. The LICENSEE shall submit monthly statements of gross receipts from all categories of income in a format provided by the LICENSOR by the 25th of the following month. Within thirty (30) days after the end of the License term, the LICENSEE shall submit income statements for the entire twelve month operation. The LICENSEE will also be required to submit monthly sales tax returns, Quarterly Federal 941 returns, and State UCT-6 returns, all evidenced by proof of payment of taxes due, if applicable. The LICENSEE shall submit evidence that all Federal Tax Returns and any taxes due have been filed. A letter from the LICENSEE’S accountant shall satisfy this requirement. The documents will be due to the LICENSOR on the 15th day following the deadline of any filing.

b. For the term of this Agreement and three years thereafter, the LICENSEE shall permit the LICENSOR (including legal counsel and accountants) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations, to all Premises, personnel, books, records, contracts with subcontractors and sub-licensees if applicable, and documents.

c. LICENSEE shall comply with all requirements of Chapter 119, Florida Statutes, and public records law.
13. **SECURITY DEPOSIT**

The LICENSEE shall procure and maintain a one hundred thousand dollar ($100,000) occurrence form surety bond in a form satisfactory to the LICENSOR throughout the Agreement term, or other security if approved by LICENSOR. The bond shall be written in Florida. The security deposit shall not be released until LICENSEE’s obligations under this Agreement are met, and the bond may be called in to meet those obligations, including but not limited to repair of property damage. The Bond shall be cancelled thirty (30) days after all obligations are determined by the LICENSOR to be fulfilled.

If the surety company for any bond furnished by the LICENSEE files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by this Agreement, the LICENSEE shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the LICENSOR’s approval.

14. **FEES FOR NON-PERFORMANCE**

a. The LICENSEE shall be subject to a late fee of 10% for any Monthly Payment received more than ten (10) days after due date.

b. The LICENSEE shall be subject to a late fee of $1000.00 per month for every month a report, as described in Section 12.a., is more than ten (10) days late.

15. **STAFFING AND CUSTOMER SERVICE REQUIREMENTS**

The LICENSEE’S staff must comply with the following guidelines:

a. The LICENSEE’S staff must refrain from the use of profanity, inappropriate jokes and other behavior considered to be in poor taste when in the presence of the public or other staff.

b. The LICENSEE’S staff must not be under the influence of illegal drugs or alcohol or have possession of any illegal drugs while on the Premises.

c. The LICENSEE shall make their staff aware of all expectations and shall be responsible for the discipline and, if necessary, discharge of any or all personnel in violation of these guidelines. The LICENSEE shall also provide competent supervision to direct the activities of the staff.

d. Exceptional customer service is essential at all times. The LICENSEE agrees to implement a system to gauge customer satisfaction and make the results of such system available to LICENSOR for review upon request.

e. The LICENSEE must train all employees of expected customer service standards and must take disciplinary actions if policy is violated. Staff is prohibited from purchase or consumption of alcoholic beverages on the Premises while on duty.
f. Prior to using any subcontractors LICENSEE must provide copies of all proposed agreements for sub-contracted work to the LICENSOR for approval. Subcontractors will be required to be fully licensed and insured and all sub-contracted work must align with the Premises use as outlined in Section 2 of this Agreement or obtain prior written approval from the LICENSOR.

g. Prior to subleasing, sublicensing or otherwise allowing any use by a third party of any portion of the Premises, LICENSEE must provide copies of all proposed agreements or the terms and conditions of such proposed uses, to the LICENSOR for approval. Sublicensees will be required to be fully licensed and insured and all sub-LICENSEE use must align with the Premises use as outlined in Section 2 of this Agreement or obtain prior written approval from the LICENSOR.

h. At a minimum, the LICENSEE shall provide adequate levels of personnel to provide professional and prompt service to customers. All expenses associated with the LICENSEE’S staff shall be borne solely by the LICENSEE.

16. HEALTH/SAFETY AND ENVIRONMENTAL

a. The LICENSEE shall respect the historical, hydrological, archeological, scientific and natural resources present in and on the Premises, to preserve the historic nature of the Premises and agrees to comply with all Federal, State and Local laws and ordinances including, but not limited to those related to pest management, mowing, maintenance, landscaping and operations of the Premises.

b. LICENSEE agrees to maintain the Premises to meet all standards set forth in Florida Administrative Code Rule: 64E-9.013 PUBLIC SWIMMING POOLS AND BATHING PLACES.

c. The LICENSEE agrees that the all areas of Premises may be inspected at any time by authorized regulatory bodies including but not limited to the Department of Health. If any part of the Premises is found in unsatisfactory condition and is closed as a result, the LICENSEE will have three (3) calendar days to remedy and re-open.

d. The LICENSEE must test the water in the Springs and any additional bathing areas monthly, or more often if required by the Sarasota County Health Department and send the results to Sarasota County Health Department, 7820 Tamiami Trail, Venice, FL 34293, or address as directed by the Department of Health. The LICENSEE shall provide the LICENSOR with access to review this log upon request.

e. The LICENSEE shall comply with all Federal, State and Local laws regarding the safe handling, preparation and service of food and drink. If the LICENSEE receives an unfavorable inspection including a major infraction as designated by any regulatory body, the LICENSEE must notify the LICENSOR in writing within 24 hours of notice. The LICENSEE must also notify the LICENSOR when the infractions have been corrected. The LICENSEE is required to keep all food and alcohol service licenses current and in good standing if such services are offered.
f. The LICENSEE hereby warrants and represents to the LICENSOR that the LICENSEE will comply with all Federal, State and Local environmental laws and regulations relating to the use, storage or disposal of hazardous materials, hazardous or toxic substances, hazardous waste or other environmentally regulated substances (including, without limitation, any materials containing asbestos) by the LICENSEE or its agents, employees, contractors, subcontractors or assigns. The LICENSEE further warrants and represents to the LICENSOR that the LICENSEE will obtain and maintain all licenses, permits and approvals required with respect to its use of the Premises and any environmentally regulated substances used in connection therewith. The LICENSEE shall transmit to the LICENSOR copies of any citations, orders, notices or other communications received with any respect to any hazardous materials, hazardous or toxic substances, hazardous wastes or any other environmentally regulated substances affecting the Premises. The LICENSEE shall indemnify and hold the LICENSOR harmless from and against any and all damages, penalties, fines, claims, liens, liabilities, costs, judgments and expenses (including attorney’s, consultant’s or expert’s fees and expenses) incurred by or asserted against the LICENSOR as a result of any warranty or representation made by the LICENSEE in this paragraph being false or untrue in any material respect or as a result of any requirement under any Federal, State and Local law, regulation or ordinance that requires the elimination or removal of any Hazardous Materials, hazardous or toxic substances, hazardous wastes or other environmentally regulated substances. The LICENSEE will comply with all applicable laws and regulations relating to the use, storage or disposal of hazardous materials, hazardous or toxic substances, hazardous waste or other environmentally regulated substances (including, without limitation, any materials containing asbestos). Nothing in this Agreement shall be deemed to reduce or eliminate the liability that the LICENSEE may otherwise have under such laws and regulations.

The LICENSEE shall utilize Sarasota County’s Integrated Pest Management (IPM) Guidelines for least toxic method of controlling pests (Attachment 1).

h. The LICENSEE shall not use the Premises for any unlawful purpose or in violation of any Federal, State and Local laws or regulations, insurance requirements or any certificate(s) of occupancy and not permit dangerous article to be brought on the Premises unless safeguarded as required by law.

i. The LICENSEE shall report to the LICENSOR all calls to Fire, Police and/or Emergency Medical Services regarding the Premises within 24 hours of said call.

j. The LICENSOR or its Administrative Agent shall have the right to close the Premises whenever, in the sole opinion of the LICENSOR, climatic, health or structural related hazards make human health or safety a concern.

k. The LICENSEE shall obtain the consent of the LICENSOR prior to any landscape installation, shoreline maintenance and/or the addition or removal of any plantings and/or vegetation.

l. The LICENSEE shall contract with the City of North Port for recycling, and trash pickup as required by ordinance.
m. The LICENSEE shall keep the Premises, including outside dining area and tables, in a clean and sanitary condition at all times and shall cleanse, disinfect, fumigate and deodorize the same on a regular basis. Any and all chemicals used shall be “Green Seal Certified” (http://greenseal.org/standards/industrialcleaners.htm), unless otherwise authorized by the LICENSOR. A list of all intended cleaning products shall be submitted to the LICENSOR no later than one (1) day prior to the first day of the Agreement Term. The Green Seal Certification shall appear on each container. All chemical mixing or diluting shall be done to manufacturer’s specification and at no other ratio. All chemicals will be used as directed, specific to design and function. All cleaning activity shall employ the proper chemical designed for that purpose. No aerosols or acid content chemicals are permitted unless otherwise stated herein, or subsequently approved in writing by the LICENSOR. All cleaning chemicals used shall not overly or negatively impact indoor air quality. The LICENSEE shall be totally responsible for any damage due to chemical cleaning because of negligence on its part or on the part of its employees, agents, and representatives to any person and/or property.

n. The LICENSEE shall not paint, display, inscribe, affix, or make changes to any existing sign, fixture, advertisement, notice, lettering or direction on any part of any buildings or other structures located at the Premises without the prior written consent of the LICENSOR which shall not be unreasonably withheld. Signs shall not be affixed to any trees within the boundaries of the Premises at any time.

o. It is the LICENSEE’s responsibility to ensure that all signs, billboards, promotional items, fliers, websites, any and all other marketing materials comply with all Federal, State and Local laws and ordinances and LICENSEE shall be responsible for the expenses for all marketing.

p. Any and all improvements to the Premises made by either party shall immediately become the property of LICENSOR and shall remain upon and be surrendered with the Premises as part thereof at the end of the Agreement Term except that LICENSOR shall have the right to require LICENSEE to remove any such improvements at the end of the Agreement at the sole expense of LICENSEE, and restore the Premises to its condition prior to the improvements as reasonably determined by the LICENSOR.

q. The LICENSEE shall accept the Premises in its “AS IS” condition as of the date of this Agreement, and it is understood and agreed that the LICENSOR is under no obligation to make or pay for any structural or other alterations, decorations, additions or improvements in or to the Premises.

17. DEFAULT/TERMINATION

a. Termination With or Without Cause: The LICENSOR shall have the right to unilaterally cancel, terminate or suspend this Agreement, in whole or in part, by providing the LICENSEE ninety (90) days written notice by certified mail.

b. If default shall at any time be made by the LICENSEE in the payment of the Monthly Payment when due to the LICENSOR as herein provided, or if default shall be made in any of
the other covenants or conditions to be kept, observed and performed by the LICENSEE and if said default shall continue for seven (7) days after written notice thereof shall have been given to the LICENSEE by the LICENSOR without correction thereof, then the LICENSOR may declare the term of this Agreement ended and terminated by giving the LICENSEE written notice of such intention, and if possession of Premises is not surrendered, the LICENSOR may re-enter Premises. The LICENSOR shall have, in addition to the remedy above provided, any other right or remedy available to the LICENSOR on account of any LICENSEE default, either in law or equity. The LICENSOR shall use reasonable efforts to mitigate its damages.

c. An incurable default under this Agreement shall be defined as the occurrence of any one or more of the following events. If any such incurable default occurs, no cure period will apply and the LICENSOR shall give the LICENSEE fifteen (15) days’ notice to vacate:

i. If the LICENSEE refuses to take possession of Premises on the Effective Date.

ii. If any execution, levy, attachment or other process of law occurs upon the LICENSEE’S goods, fixtures or interest in the Premises with the exception of the automatic stay provision provided by law.

iii. If the LICENSEE shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors the LICENSOR reserves the right to terminate and cancel this Agreement.

iv. If the Premises are closed for a period greater than three (3) consecutive days due to the fault of the LICENSEE.

v. If the LICENSEE assigns this Agreement or any change is made to the corporate structure without the LICENSOR’S prior written consent.

d. In the event of termination for default, the LICENSEE shall return the Premises to the LICENSOR no later than the date indicated on the written notice from the LICENSOR. Every improvement of any nature, excluding removable equipment, made to the Premises by the LICENSEE shall become the property of the LICENSOR. The LICENSEE may with the consent of the LICENSOR remove its inventory and personal property prior to the termination date. However, should the Premises be damaged by the LICENSEE in effectuating such removal, said damage shall promptly be repaired by the LICENSEE at its sole expense. Should the LICENSEE fail to remove any inventory or personal property prior to the termination date, said inventory and personal property shall become the property of the LICENSOR and the LICENSOR shall have the right to dispose of same at public sale or otherwise and without liability to the LICENSEE.

e. In the event that the item of default is of such a nature that it cannot be remedied within the time limits herein set forth, then the LICENSOR and the LICENSEE may agree to provide such additional time as is reasonably necessary to cure such default, provided the LICENSEE diligently commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner. If, by reason of force majeure, the LICENSEE is unable to perform or observe any of the terms and condition of this
Agreement which would give rise to an item of default set forth above, the LICENSEE shall not be deemed in default during the continuance of such inability. The term “Force Majeure” shall mean, without limitation, the following:

i. Acts of God, such as natural fires, floods, hurricanes, tornados, epidemics; or an event beyond the LICENSEE’S control, such as major workers strikes, government shut down; or other major catastrophic events. Except as otherwise expressly provided herein, neither party shall be liable for any delay due to causes not reasonably within its control, including but not limited to, acts of civil or military authority, including courts and regulatory agencies, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. This shall constitute the sole remedy to either party in the event of such delays.

ii. Any cause, circumstance or event not reasonably foreseeable or within the control of the LICENSEE.

f. Termination by LICENSEE: LICENSEE shall have the right to terminate services only in the event of a regulatory agency determining that the Springs will be unusable by the public for a period of thirty days or more due to a public safety issue.

18. SERVICES/ENTERTAINMENT

a. The LICENSEE shall abide by all noise and sound ordinances.

b. The LICENSEE shall obtain and maintain all licensing required to play/broadcast live and/or pre-recorded music from the appropriate licensing entity(ies). The LICENSEE shall be solely responsible for all expenses involved with licensing. The LICENSEE shall provide the LICENSOR copies of all licensing.

19. INTELLECTUAL PROPERTY/MARKETING INFORMATION

a. LICENSOR shall permit LICENSEE to use the name “Warm Mineral Springs” in promotion of the Springs and the businesses it operates on the Premises for the duration of the Agreement. LICENSEE shall cease use of the name upon termination of the Agreement. All use of the name “Warm Mineral Springs” is to be in good taste.

b. All website domains, social media sites and any other advertisements operated or procured by the LICENSEE for promotion of the Premises shall be discontinued upon termination of this Agreement and all websites and social media sites shall be transferred to LICENSOR, unless waived in writing by LICENSOR. The cost of any remaining domain registration for a website will be pro-rated upon termination of this Agreement.
c. LICENSEE shall provide to LICENSOR a comprehensive list of all customer marketing databases for the Premises upon termination of this Agreement.

d. Prior to using any slogan, trademark, logo, servicemark, or other intellectual property, LICENSEE shall obtain the written approval for use from the owner of same. Any trademarks, logos, servicemarks, copyrights, or other intellectual property, obtained or registered by the LICENSEE during this Agreement primarily related to the business conducted on the Premises shall be transferred to the LICENSOR without additional consideration at the termination of this Agreement.

20. **UNEARNED MEMBERSHIP REVENUE**

a. Upon termination of this Agreement, LICENSEE shall prorate all current memberships and multiday passes based on a 363 day year (which represents the number of annual operating days) to determine all unearned revenue and shall pay the total of that sum to the LICENSOR within 30 days of Agreement termination.

b. Upon any closure of the Premises longer than a cumulative of three (3) days, the LICENSOR shall offer a prorated refund of all current memberships based on a 363 day year to current membership holders.

21. **INSURANCE REQUIREMENTS**

Not later than the commencement of this Agreement the LICENSEE shall procure and maintain, for the full Agreement Term, all of the insurance coverage indicated in Exhibit B, Insurance Requirements, attached hereto and incorporated herein. The policies of insurance shall be primary and written on forms acceptable to the LICENSOR and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than “Excellent”.

22. **DISPUTE RESOLUTION**

a. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida. Any legal proceedings concerning this Agreement shall be brought and maintained solely in Sarasota County, Florida.

b. In the event any dispute arises concerning this Agreement, the Parties agree to attempt to settle any dispute by mediation. The parties shall evenly split the costs of the mediator.

c. The Parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.
d. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each party hereto (or opportunity for such legal consultation afforded to each party) before the execution of this Agreement.

23. MISCELLANEOUS

a. The LICENSOR’s Administrative Agent(s) is designated to act on behalf of the LICENSOR to administer the terms and conditions of this Agreement including but not limited to enforcement of terms, conditions and covenants, and extension of time periods. If necessary, a specific Administrator may be authorized to perform the responsibilities of the LICENSOR’S Administrative Agent.

b. Except as otherwise provided herein, all notices, invoices, reports, or any other type of documentation required by this Agreement or permitted under this Agreement shall be made in writing and shall be deemed given and served when provided by certified United States mail with proof of mailing, or personal delivery, to the addresses listed below. In addition to, but not in lieu of providing notice as stated above, the parties may choose to provide a courtesy copy of any notice via electronic mail to the e-mail addresses listed below. Either party may change its address or representative by giving written notice of such change.

LICENSOR/Administrative agent:

City Manager
4970 City Hall Blvd
North Port, FL 34286

With a copy to: Robert K. Robinson, Esq.
City Attorney
2070 Ringling Boulevard
Sarasota, FL 34237
Phone: 941.366.7550/ Fax: 941.955.3708
rrobinson@nelsonhesse.com

LICENSEE:

____________________________
____________________________
____________________________
____________________________

C. The LICENSEE acknowledges that the City of North Port and Sarasota County are the licensor of the Premises and also have authority as a regulatory agency. If the LICENSOR
authorizes a specific use, improvement or modification to the Premises, said authorization
does not constitute any required regulatory or permitting approval. The LICENSEE remains
responsible to obtain any and all permits and/or permissions from the appropriate
regulatory agencies including but not limited to the City of North Port and Sarasota County.

d. The LICENSEE shall pay on behalf of or indemnify and hold harmless the LICENSOR, its
Commissioners, officials, officers, employees, agents and volunteers from and against any
and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities
which may arise out of any act, neglect, omission or default of the LICENSEE arising out of
or in any way connected with the LICENSEE’S (or LICENSEE’S officers, employees, agents,
volunteers and subcontractors, if any) performance or failure to perform under the terms
of this Agreement. This section of the Agreement will extend beyond the termination or
expiration of this Agreement.

e. The LICENSEE hereby expressly waives any and all claims for compensation for any and all
loss or damage sustained by reason of any defect, deficiency or impairment of the electrical
apparatus, water supply equipment, or wires furnished for the Premises or by reason of
any loss or impairment of light, current, or water supply which may occur from time-to-
time for any cause unless the loss or damage is the result of the LICENSOR’S failure, within
a reasonable period of time, to repair or replace such defect, deficiency or impairment if
required under this Agreement or for any loss or damage sustained by the LICENSEE
resulting from fire, water, civil commotion, or acts of nature, and the LICENSEE hereby
expressly waives all rights, claims and demands and forever releases and discharges the
LICENSOR and its officers and its agents from any and all demands, claims, actions and
causes of action arising from any of the causes aforesaid.

f. Florida law requires the following disclosure: “RADON GAS: Radon is naturally occurring
radioactive gas that, when it has accumulated in a building in sufficient quantities, may
present health risks to persons who are exposed to it over time. Levels of radon that
exceed federal and state guidelines have been found in buildings in Florida. Additional
information regarding radon and radon testing may be obtained from your local county
health department.”

g. It is mutually acknowledged and agreed by the parties hereto that this Agreement contains
the entire agreement between the LICENSOR and the LICENSEE with respect to the subject
matter of this Agreement; that there are no verbal agreements, representations,
warranties or other understandings affecting the same.

h. Nothing herein contained shall be deemed to create a partnership or joint venture, nor
shall the relationship between the Parties be construed as principal and agent.

i. For purposes of computing any period of a number of days hereunder for notices or
performance (but not for accrual of interest) of ten (10) days or less, Saturdays, Sundays
and holidays shall be excluded.

j. Any provision of this Agreement in violation of the laws of the State of Florida shall be
ineffective to the extent of such violation, without invalidating the remaining provisions of
this Agreement. In no event shall the LICENSEE or its assigns have any cause of action against LICENSOR, the officers or employees of the LICENSOR, or against any elected official of the LICENSOR based upon or materially related to any finding by any court that any or all provisions of this Agreement violate Florida law.

k. The terms and conditions of this Agreement may be modified in writing as needed from time to time, if the modifications are mutually acceptable to the LICENSOR and LICENSEE.

l. TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF EACH AND EVERY PROVISION OF THIS AGREEMENT.

m. This Agreement shall not be interpreted or construed to grant any rights to any third parties.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile copy of this Agreement and signatures of the parties hereon shall be considered for all purposes as originals.

o. The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

p. This Agreement supersedes all other agreements between the parties, whether oral or written with respect to the subject matter. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, deleted, superseded or otherwise altered unless agreed upon in writing by both parties and incorporated into this Agreement.

    FINAL PARAGRAPH OF AGREEMENT - SIGNATURES ARE ON NEXT PAGE.
IN WITNESS WHEREOF, the LICENSOR and LICENSEE have executed this Agreement as of the date first above written.

CITY OF NORTH PORT

__________________________________
Linda M. Yates, Mayor

Date _______________________

ATTEST:

By:______________________________
Helen M. Raimbeau, MMC, City Clerk

Approved as to form and correctness:

By:______________________________
Robert K. Robinson, City Attorney

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

_____________________________________
Chair

Date _______________________

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

By:______________________________
Deputy Clerk

Approved as to form and correctness:

By:______________________________
County Attorney
City Of North Port  
Request For Bid No. 2013-53  
Warm Mineral Springs  
Short-Term Operations  

Exhibit B  

INSURANCE  

At all times subsequent to the commencement date of the term of this License and during the full term, Licensee shall keep the Premises covered, at Licensee's sole cost and expense, by the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to Licensor and placed with insurance carriers approved and licensed by the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than "A- Excellent", FSC: VII. No changes are to be made to the following insurance specifications without prior written approval of Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. 

I. Workers Compensation Insurance - on behalf of employees who are to provide a service under this License, as required under Florida Laws Chapter 440 and Employers Liability of limits no less than $100,000 per employee per accident; $500,000 disease aggregate and $100,000 employee per disease. 

II. Commercial General Liability - Including but not limited to bodily injury, property damage, contractual, personal injury and products and completed operations with limits not less than $3,000,000 per occurrence, $6,000,000 aggregate covering all work performed or services provided under this License. Aggregate must be dedicated and apply solely to this License. Policy must be endorsed to include contractual liability. 

III. Commercial Automobile Liability - bodily injury and property damage, including all vehicles owned, licensed, hired and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed or services provided under this License. 

IV. Umbrella Liability - With limits of not less than $1,000,000 per occurrence covering all work performed or services provided under this License. 

V. Host Liquor Liability - With limits not less than $1,000,000 for beer and wine, if such beverages are served. 

vi. All policies required herein, unless specific approval is given by Licensor, are to be written on an occurrence basis and shall name the City of North Port, Sarasota County, their Commissioners, officers, agents, officials, employees, and volunteers as additional insured as their interest may appear under this License, and the insurer(s) shall agree to waive all rights of subrogation against the City of North Port, Sarasota County, their Commissioners, officers, agents, officials, employees and/or volunteers. All policies required herein shall be written as primary polices and non-contributory and secondary to any Insurance coverage maintained by Licensor. 

vii. Insurance requirements itemized in this section required of Licensee shall be provided by or in behalf of all subcontractors to cover their operations performed. Licensee shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to
subcontractors. Licensor shall be named as an additional insured on all applicable subcontractors insurance policies, in addition to Licensee being named as an additional insured.

viii. Each insurance policy required by this License shall: (1) Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability; and (2) be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Licensor's Risk Manager.

ix. Licensee shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this License and shall be solely responsible for the payment of all deductibles or co-insurance to which such policies are subject, whether or not Licensor is an insured or additional insured under the policy.

x. Claims made policies will be accepted for hazardous materials liability coverage and such other risks as are authorized by the Licensor's Risk Manager. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided an option, Licensee agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

xi. Certificates of Insurance - Certificates of insurance evidencing claims or occurrence form coverage, as well as Licensor's contract number are to be furnished to the Licensor's Risk Manager prior to occupation of the Premises and within thirty (30) calendar days of expiration of the insurance contract when applicable. All insurance certificates shall be received and timely approved by the Licensor's Risk Manager before Licensee will be allowed to occupy or continue to occupy the Premises.

xii. Notice of Accident (occurrence) and Notice of Claim arising out of the terms of this License shall be given to Licensee's Insurance company and Licensor's Risk Manager as soon as practicable after notice to the Insured.

xiii. Real and Personal Property/Property Coverage For Rentals and Licenses/All Risk and Special Perils Coverage - Licensee shall procure and maintain for the term of the License, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building(s) and personal property and/or contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance. Coverage shall also include continued payment of rents to the Licensor for up to one year after damage or destruction of the property.

xiv. Waiver of Subrogation- All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against Licensor, its officers, officials, employees and volunteers, and Licensor's insurance carriers, for losses paid under the terms of these policies that arise from the contractual
relationship or work or operations performed by the named insured (Licensee) for Licensor or on the Premises. It is the primary insured's (Licensee's) responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, Licensee, its officers, officials, agents, employees, volunteers, and any hired subcontractors, agree to waive all rights of subrogation against Licensor and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work or operations performed on the Premises. This waiver also applies to any deductibles or self-insured retentions for which Licensee or its agents may be responsible.

xv. All insurance required to be maintained by Licensee shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in the State of Florida and of recognized responsibility satisfactory to Licensor. Prior to occupying the Premises, Licensee shall promptly deliver to Licensor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Licensee and Licensor shall be furnished with satisfactory evidence of such payment.