4

SUBJECT: PIGGYBACK CLAY COUNTY #2023/2024-193 – PADDLEBOARD & KAYAK RENTAL STATIONS

BID #: POA-71401-24 **OPEN DATE: 05/28/2024**

JACKSONVILLE PROCUREMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT –FROM DATE OF EXECUTED CONTRACT THROUGH MAY 31, 2025 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES ADMINISTRATION

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to Piggyback Clay County Contract #2023/2024-193 - Paddleboard & Kayak Rental Stations - Various Park Locations - Revenue Generating for Paddleboard & Kayak Rental Stations at Various Park Locations. The period of service will be from the date of executed contract through May 31, 2025.

The Revenue Funding Source will be: 00111.165103.369050.000000.00000000.00000.0000000

ATTACHMENTS: Recommendation Memo; Risk Approval; Contract

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RENATA BARNETT
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Jill Enz, Chief of Natural and Marine Resources

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF JPAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Parks, Recreation & Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

June 27, 2024

MEMORANDUM

TO: Dustin Freeman, Chief
Procurement Division

FROM: Jill Enz, Chief
Natural and Marine Resources

RE: **Piggyback Clay County #2023/2024-193 – Paddleboard & Kayak Rental Stations – Various Park Locations – Revenue Generating**

The Clay County #2023/2024-193 – Paddleboard & Kayak Rental Stations, was competitively bid and awarded to PADL, LLC for an initial term of 1-year, effective June 1, 2024, through May 31, 2025, with two (2), one (1) year renewal options.

The Parks, Recreation and Community Services Department respectfully request approval to piggyback under the Clay County #2023/2024-193 for Paddleboard & Kayak Rental Stations at Various Park Locations.

The Revenue funding source be as follows:

00111.165103.369050.000000.00000000.00000.0000000

If you have any questions or if further information is required, please contact Sharon Covart 255-8765.

JE/sc

APPROVED
By Kevin at 3:01 pm, Jun 26, 2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SPR Insurance Group, LLC
18305 Biscayne Blvd
Suite 218
Aventura FL 33160

CONTACT NAME: Gwendolyn Gonzalez
PHONE (A/C, No, Ext): (305) 397-0500 FAX (A/C, No): (305) 760-2908
E-MAIL ADDRESS: wendy@sprinsgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Kinsale Insurance Company	38920
INSURER B: CRC/Southern Cross Underwriters	
INSURER C: At-Bay Specialty Insurance Company	19607
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PADL, LLC
PO Box 491346
Key Biscayne FL 33149

COVERAGES CERTIFICATE NUMBER: CL2453111363 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		010002412541	05/19/2024	05/19/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Designated Activity	$ 10,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		HNO100064800	05/23/2024	05/23/2025	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Hired & Non Owned Lia	$ $1,000.00
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Cyber Liability	N		AB-6615453-03	12/02/2023	12/02/2024	Aggregate	2,000,000
							Occurence	2,000,000
							Deductible	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured with respects to General Liability Coverage as required by written contract is included, subj to policy terms & conditions. City of Jacksonville is listed as additional insured with respects to Hired and Non Owned Liability.

CERTIFICATE HOLDER

City of Jacksonville
117 W Duval St, Suite 335
Jacksonville FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 1

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
HNO1000648-00	06/13/2024	MSIG Specialty Insurance USA Inc.
NAMED INSURED PADL LLC		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED ALL COVERAGE PARTS		

CHANGES

ENDORSEMENT CHANGE

For an additional fully earned premium of $ 250.00, the following entity is added as Additional Insured

City of Jacksonville
117 W Duval St, Suite 335
Jacksonville, FL 32202

The following form is attached and forms a part of this policy- MSES 14911 06 21 Additional Insured Scheduled

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Jacksonville 117 W Duval St, Suite 335 Jacksonville,FL 32202

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury" or "property damage" to which this insurance applies, caused in whole or in part, by an "accident" resulting from the ownership, maintenance or use of a covered "auto".

However, the insurance afforded to such "insured":

1. Only applies to the extent permitted by law; and
2. If coverage provided to the "insured" is required by a contract or agreement, the insurance afforded to such "insured" will not be broader than that which you are required by contract or agreement to provide such "insured".

B. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** is amended to include:

This insurance does not apply to:

"Bodily injury" or "property damage" for which the Person(s) or Organization(s) shown in the Declarations or Schedule is obligated to pay damages by reason of the assumption of liability in a contract or agreement

C. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, C. Limits Of Insurance** is amended to include:

The most we will pay on behalf of the "insured" shown in the Schedule is the amount of insurance:

1. Required by the contract or agreement you have entered into with the "insured"; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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All rights reserved Includes copyrighted material of Insurance Services Office, Inc., with its permission.

APPROVED
By Kevin at 3:00 pm, Jun 26, 2024

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

FrankCrum Insurance Agency, Inc.
100 South Missouri Avenue
Clearwater, FL 33756

CONTACT NAME: FrankCrum Certificate Department
PHONE (A/C, No, Ext): (800) 277-1620 X 4800 FAX (A/C, No): (727) 797-0704
E-MAIL ADDRESS: certs@frankcrum.com

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	Frank Winston Crum Insurance Company	11600
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

FrankCrum L/C/F PADL LLC
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES CERTIFICATE NUMBER: 1245510 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS-COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC202400000	01/01/2024	01/01/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 07/31/2023, coverage is for 100% of the employees of FrankCrum leased to PADL LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.
30 Day Notice of Cancellation - 10 Days for Non-Payment

CERTIFICATE HOLDER

City of Jacksonville
its officials, officers, and employees
117 W Duval St
Suite 335
Jacksonville, FL 32202-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Jacksonville, its officials, officers and employees
117 W Duval Street
Suite 335
Jacksonville FL, 32202

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2024 - 01/01/2025 Effective Policy No. WC202400000 Endorsement No. N/A
Insured: FrankCrum L/C/F PADL LLC Premium N/A

Insurance Company: Frank Winston Crum Insurance Company Countersigned by

©1983 National Council on Compensation Insurance.

Clay County Agreement/Contract No. 2023/2024 – 193

AGREEMENT FOR PADDLEBOARD & KAYAK RENTAL STATIONS

This Agreement for Paddleboard & Kayak Rental Stations ("Agreement") is entered into this 28 day of May, 2024, and is between PADL, LLC, a Florida Limited Liability Company ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No.: 23/24-068 ("RFP"), to engage qualified contractor(s) to operate paddleboard and/or kayak rental services at various parks/boat ramps that provide waterway access throughout Clay County, Florida; and

WHEREAS, the Contractor responded to the RFP with a proposal to offer the requested services ("Proposal"); and

WHEREAS, the County evaluated the Proposal, and on May 14, 2024, the Board of County Commissioners of Clay County, Florida accepted staff's evaluation and awarded the RFP to the Contractor; and

WHEREAS, the Contractor is licensed and has experience with operating water sports concessions and currently has over 40 operational locations throughout Florida; and

WHEREAS, the Proposal incorporates the Contractor's patented self-service technology, which enables patrons to self rent equipment at freestanding kiosks; and

WHEREAS, the Contractor has live GPS tracking and self-locking technology in its fleet such that paddleboards and kayaks may be locked and opened by customers with an app and tracked to provide for operations and maintenance; and

WHEREAS, the Contractor was previously selected by the County to operate within Clay County and currently provides self-service paddleboard rentals at Camp Chowenwaw Park and Doctors Lake Park and desires to increase services in the County through the addition of kayaks, tours, lessons, events, and locations; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP as well as the Proposal apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement, and the Contractor desires to provide the services to the County in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement supersedes any previous agreement, and any prior agreement between the parties related to these services in effect at the time that this Agreement is executed shall be cancelled and become null and void as of the Effective Date of this Agreement.

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

1. THE SERVICES

(a) The above recitals are true and correct and are incorporated herein by reference.

(b) The Contractor shall provide services to the County in accordance with and pursuant to the RFP Scope of Work attached hereto as **Attachment A** and incorporated herein, the Contractor's Proposal incorporated in its entirety by reference with a portion thereof attached hereto as **Attachment B**, and the terms and conditions of this Agreement (the "Services"). Such Services include, but are not limited to, the operation, maintenance, and provision of self-service paddleboard and kayak rentals through self-service rental stations along with implementing tours, lessons, events, and other activities for residents and visitors of Clay County at waterfront property locations as designated by the County in coordination with the Contractor.

(c) The following are waterfront property locations ("Property Location(s)") in Clay County which may be considered for the provision of Services, to include placement of rental stations:

1. Camp Chowenwaw Park - 1517 Ball Rd., Green Cove Springs, FL 32043
2. Doctors Lake Park - 2399 N Lakeshore Dr., Fleming Island, FL 32003
3. Middleburg Main Street Boat Ramp - 3788 Main St., Middleburg, FL 32068
4. Governor's Creek Boat Ramp - 1973 Hwy 17, Green Cove Springs, FL 32043
5. Lake Brooklyn Boat Ramp - 7165 King St., Keystone Heights, FL 32656
6. Lake Geneva Park & Boat Ramp - 6360 5th St., Keystone Heights, FL 32656
7. Lakeshore Boat Ramp - 4300 Lakeshore Dr., Fleming Island, FL 32003
8. Old Ferry Boat Ramp - 2231 Old Ferry Rd., Green Cove Springs, FL 32043

(d) The Contractor currently has rental stations and provides Services at the Camp Chowenwaw Park and Doctors Lake Park Property Locations and desires to continue providing the Services at such Property Locations during the term of the Agreement. The parties also desire for the Contractor to provide Services at other Property Locations listed above, subject to coordination between the County and the Contractor and mutual written consent of the parties. Such written consent may be obtained from the Project Manager on behalf of the County.

(e) Once the Property Location(s) have been determined and prior to the delivery of rental station(s) to a Property Location, the parties will mutually agree on and develop maps identifying the area of each Property Location where the rental station(s) will be installed. Paddleboards and kayaks utilized by the public shall be docked by users legally in the specified rental station(s) only. Paddleboards and kayaks may not be docked on private property without prior written

authorization from the property owner. Authorized designated kayak and paddleboard docking on private property locations will also be added to the maps.

(f) In providing the Services, the Contractor shall:

1. Be familiar with the Services, requirements, Property Locations, and the conditions under which the Services are to be performed;
2. Comply with the minimum requirements set forth in the RFP Scope of Work;
3. Obtain any applicable permits, permissions, or licenses required by the County, the State, and/or any Federal agencies for use of the Property Locations and operation of the Services;
4. Provide all necessary items, furnishings, and equipment for the successful operation of the rental stations and performance of the Services to include paddleboards and/or kayaks, safety equipment and other related supplies and equipment;
5. Provide customer service and support to answer any questions and provide information, including, but not limited to, rental process, prices, locations, billing, incidents, etc. via phone, email, and/or in-app request;
6. Maintain all property and equipment associated with the Services and provide routine maintenance of such property and equipment;
7. Cover all costs of installation, equipment, operation/performance of the Services, and any other associated expenses;
8. Make no unlawful, improper, or offensive use of the Property Locations;
9. Enforce all posted ordinances and rules as adopted by the County;
10. Provide a marketing plan of the Services to the Project Manager upon request and work closely and consistently with the County and its Departments, including, but not limited to Parks and Recreation and Tourism to meet marketing, visitor research and other program goals that will be mutually beneficial for both the County and the Contractor;
11. Make arrangements necessary to accomplish proper disposal of all debris or waste generated by the Services, all at no additional cost to the County, and in accordance with federal, state, and local laws and regulations;
12. Notify and submit an incident report to the Project Manager within 24 hours of any accident/incident that requires medical attention, when public safety personnel have been called to assist with a situation, or property damage has occurred;
13. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;
14. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
15. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) The Contractor shall provide to the Project Manager by the 5th of each month, or as otherwise arranged and agreed to by the parties, monthly written reports that include, but are not limited to the following: (1) rental activity to include number of rentals and repeat rental along with identifying the associated Property Locations, (2) route usage, (3) zip code of participant/customer, (4) any user activity and customer analytics, (5) equipment and rental

station Property Locations, (6) sales for the preceding month, and (7) any proposed and/or performed tours, lessons, and events and description of such. The County reserves the right to request additional information or metrics to be included in the monthly reports.

(h) The Contractor acknowledges and agrees that the County through this Agreement guarantees no minimum level of Services or fees, and the County shall retain the absolute right to eliminate any or all Services associated with the Agreement without penalty or liability for any claims for anticipated overhead or profits. Additionally, the County reserves the right to add, remove, or modify Property Locations as necessary in the best interest of the County. Any changes to the Property Locations will be coordinated with the Contractor.

(i) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform the Services under this Agreement. The Contractor shall provide such equipment and assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. All personnel involved with rental operations and/or performance of any tours, lessons, and events must undergo a background check and drug test at the Contractor's expense and must pass such checks and tests. The County reserves the right to request random drug testing of all of the Contractor's personnel at the Contractor's expense. Tour guides and trainers will need to provide proper certification(s) and be approved by the County to provide tours, lessons, and programs. Additionally, First Aid, CPR, and AED training as required by the Contractor and provided by the American Red Cross must be completed with such certification(s) provided to the Project Manager prior to the performance of any tours, lessons, or programs.

(j) An inventory of all rental stations, equipment, and personal property stored at each Property Location by the Contractor must be provided to the Project Manager within 30 days of the Effective Date of the Agreement or within 30 days of delivery of a rental station, as applicable. The inventory list shall include the type and brand of paddleboards and/or kayaks to be rented, types of personal flotation devices to be used, and types of paddles and any other standard rental equipment. All equipment or other personal property owned by the Contractor, which has been placed or maintained on the Property Location by the Contractor, is at the sole risk of the Contractor.

(k) The Contractor represents and warrants to the County that Contractor is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Contractor shall perform any and all Services assigned in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(l) The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(m) In performance of the Services, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services, including, but not limited to, such laws and regulations applicable to the operation of a water sports concession and/or leasing or renting of a vessel and United States Coast Guard (USCG) regulations. The Contractor shall also abide by any environmental rules governing site improvements, temporary structures or related items applicable to the rental stations and Services. Additionally, the Contractor shall maintain its Florida Fish and Wildlife Conservation Commission (FWC) permit. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(n) This Agreement is a non-exclusive contract and does not create an exclusive relationship between the County and the Contractor. The Contractor shall be free to provide services that are not in conflict with the Services to be provided under the Agreement, and the County shall be free to provide similar services to include paddleboard and kayak tours, lessons, programs, and events or obtain similar services from other contractors.

(o) The County may conduct performance evaluations at any time during performance of the Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

(p) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Justin Pierce, Director of Parks and Recreation, or designee.

2. REVOCABLE LICENSE AND CONDITION OF THE PROPERTY LOCATIONS

(a) In consideration of the payments as provided for in this Agreement, the County grants to the Contractor a revocable license for the use of the approved Property Locations as contemplated herein. This license is personal to the Contractor and may not be assigned or transferred to any party without the County's express, written consent. The County authorizes the Contractor to use only the area of each Property Location designated for the rental station(s) solely for the purposes set forth in this Agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in the Property Locations. The Contractor shall not place or attach any personal property, fixtures, or structures to the Property Location(s) without the prior written consent of the County.

(b) The County makes the Property Locations for the rental stations available to the Contractor in an "AS IS" condition. The County makes no representations, warranties, or guaranties concerning the condition of the Property Locations or their suitability for use by the Contractor or its participants/customers, and assumes no duty to warn either the Contractor or its participants/customers concerning conditions that exist now or may arise in the future.

(c) The Contractor acknowledges that electricity and water may not be available on the Property Location(s), depending on location and availability. Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Contractor.

(d) Use of the Property Locations and Contractor's operations within the County, shall, at a minimum: (1) not adversely affect the Property Locations or any other County property; (2) not adversely affect the property of any third parties; (3) not inhibit pedestrian movement within the Property Locations; (4) not create conditions which are a threat to public safety and security; and (5) not constitute a nuisance with respect to neighboring residential uses.

(e) In making the Property Locations available for use by the Contractor, the County assumes no liability for loss or damage to the Contractor's paddleboards, kayaks, or other property and equipment. The Contractor agrees that the County is not responsible for providing security at any Property Location where the Contractor's property and equipment are stored or located, and the Contractor hereby waives any claim against the County in the event the Contractor's paddleboards, kayaks or other property and equipment are lost or damaged.

3. SAFEGUARDS AND DAMAGE TO PROPERTY

(a) The Contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property and secure all equipment, tools, and related materials.

(b) The Contractor shall preserve from damage all real or personal property, including, but not limited to, structures, vehicles, utilities, bulkheads, roads, sidewalks, driveways, trees, and shrubbery, etc. along the line of the rental stations, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to public and private property.

(c) The Contractor shall repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the use of the Property Locations and/or performance of the Services. The Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Should the Contractor fail to repair, replace or otherwise restore such real or personal property, the Contractor expressly agrees to pay the County's costs in making such repairs, replacements, or restorations.

4. ADDITIONAL SERVICES, LOCATIONS, AND FEES

(a) If the County identifies or the Contractor recommends any additional services or locations to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional services and locations, including scope, timing, and fees must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

5. TERM

(a) The term shall begin on June 1, 2024 ("Effective Date") and shall remain in effect for a period of one year through May 31, 2025, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

(b) Upon the effective date of termination or expiration of the Agreement, the Contractor shall, at its sole expense, vacate the Property Location(s) and remove therefrom the rental stations and all personal property and equipment and restore the Property Location(s) to a condition which is visually and structurally indistinguishable from the immediately surrounding area.

6. SERVICE RATES/COMPENSATION/REVENUE SHARE

(a) The Contractor acknowledges and agrees that all Services provided under this Agreement shall be at the Contractor's sole expense. The Contractor shall not be entitled to any form of compensation, reimbursement, or payment from the County for the Services rendered.

(b) The Contractor shall offer quality equipment and Services at competitive prices that are consistent with similar goods and services offered in other local facilities. Participants/customers shall have the option to sign up with the Contractor for subscription/membership packages or pay by the hour at rates determined and identified by the Contractor. All such pricing shall be posted and visible or otherwise be made known to the participants/customers. The Contractor shall provide a sales and utilization report for each Property Location and rental station which must be submitted with its monthly report to the Project Manager.

(c) In consideration for the right and privilege to conduct operations at the Property Locations, the Contractor agrees to compensate the County with a revenue share fee as set forth herein. The Contractor shall pay to the County a 20% share of the total monthly gross revenue less the net sales tax for the Services to include each rental station for the granted use of the Property Locations. The Contractor shall pay the fees to the County by the 5th of each month, or as otherwise arranged and agreed to by the parties, representing the gross revenue collected for the preceding month. The revenue share fee shall not be listed as a separate line item on any receipt provided to any participant/customer or member of the public. Such payment shall be made by the Contractor to the County by check or via an alternative payment method as agreed to by the parties.

7. INDEMNIFICATION

(a) The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the Services and the use of the rental stations.

(b) The Contractor shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders,

and/or judgments, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal or bodily injury, damage to or loss of property, loss of monies, death, or other loss, arising out of, by reason of, or in any manner connected with or related to the Services provided by the Contractor under this Agreement and/or persons employed or utilized by the Contractor in the performance of the Services, and/or use of the Contractor's equipment and/or rental stations.

(c) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(d) This paragraph shall survive the expiration or termination of this Agreement.

8. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person) unless otherwise waived by the County

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
     $500,000 Disease Policy
     $100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

   The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

   The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

   For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance
   If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

9. PATENTS/TRADEMARKS/COPYRIGHTS

(a) The Services shall not infringe or violate any U.S. copyright, trademark, trade secret or other proprietary or privacy right of a third party. Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented, trademarked, or copyrighted materials or other intellectual property in the performance of this Agreement.

(b) The Contractor, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, trademarked, patented, or unpatented invention, process, or intellectual property that is manufactured, created, used, or supplied by the Contractor under this Agreement. In the event of any claim against the County of copyright, trademark, patent, or intellectual property infringement, the County will provide written notification to the Contractor. If such a claim is made, the Contractor shall take all provisional measures to protect and preserve the County's interests. Such provisional measures shall include using its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the intellectual property. If none of the alternatives are reasonably available, the County agrees to return the article or discontinue use of the work, product, logo, or phrase, etc. on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

10. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to provide

the reports or information required herein; provides false or inaccurate information; fails to make revenue share payments to the County in accordance with the Agreement; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the Services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The Agreement may be terminated, with or without cause, in whole or in part, by either party upon 30 days advanced written notice to the other party. Such written notice may be provided by the County Representative to the Contractor on behalf of the County.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination.

(e) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed. Additionally, any termination or expiration of this Agreement shall not serve to relieve the Contractor of any monies owed to the County.

(f) This paragraph shall survive the expiration or termination of this Agreement.

11. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

12. APPROPRIATED FUNDS

(a) The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

13. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's

custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

14. AUDIT

(a) The Contractor shall retain all records, expenditures, and payments relating to this Agreement for a period of at least 5 years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records, expenditures, and payments. This paragraph shall survive the termination or expiration of this Agreement.

15. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida

Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

16. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

17. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

18. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

19. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

20. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

21. SUBCONTRACTORS

(a) Subcontractors may be utilized by the Contractor for the Services. The Contractor shall provide the names of all subcontractors performing any Services associated with the Agreement to the Project Manager.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

22. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

23. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

24. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

25. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

26. GOVERNING LAW AND VENUE

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

27. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion

of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

28. NOTICE

(a) All notices given under this Agreement (excluding day-to-day communication in the administration and management of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (1) when delivered by hand, (2) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (3) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:	If to the County:
PADL, LLC 951 Crandon Blvd. P.O. Box 491346 Key Biscayne, FL 33149 Attention: Andres Avello	Clay County P.O. Box 1366 477 Houston Street Green Cove Springs, FL 32043 Attention: Howard Wanamaker, County Manager Copy to: Justin Pierce, Project Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

29. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

30. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

31. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

32. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

33. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

34. USE OF AGREEMENT BY OTHER GOVERNMENT AGENCIES/ENTITIES

(a) To the maximum extent permitted by applicable law and as agreed to by the Contractor, this Agreement may be extended to other governmental agencies/entities, including the State of Florida, its agencies, political subdivisions, counties, cities, and municipalities. Each governmental agency/entity allowed by the Contractor to use this Agreement shall do so independent of any other governmental agency/entity. Each governmental agency/entity shall be responsible for its own purchase and shall be liable only for goods or services ordered, received and accepted. No governmental agency/entity receives any liability by virtue of this Agreement.

35. AUTHORITY

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

PADL, LLC

By: _____

Print Name: Andres Avello

Print Title: CEO

CLAY COUNTY, a political subdivision of the State of Florida

By: Jim Renninger
Jim Renninger (Jun 3, 2024 09:42 EDT)

Jim Renninger
Its Chairman

ATTEST:

_____

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

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ATTACHMENT A
RFP SCOPE OF WORK

3. Scope of Work

3.1. Purpose

Clay County Board of County Commissioners is seeking qualified Proposer(s) to operate a paddleboard and/or kayak rental services at various parks/boat ramps that provide waterway access throughout Clay County, Florida. The County aims to establish a high-quality, safe, and environmentally conscious paddleboard and kayak rental service that enhances outdoor recreational opportunities, supports tourism, and contributes to the economic and social vitality of Clay County.

The County reserves the right to award to multiple Proposers. The sale of food and beverages is strictly forbidden and must not be included in any proposal pertaining to this RFP. Above all, the design and appearance of each proposed station must be aesthetically pleasing and complimentary to the surrounding park lands.

3.2. Scope

The Proposer may offer manned stations and/or automated rental stations. The Proposer shall be responsible for verifying any and all information and to familiarize themselves with the site location and work required, prior to submitting a proposal. Proposers are expected to examine the property and identify its suitability for this rental operation. The County makes no guaranty or warranty, either expressed or implied, with respect to the property.

The successful Proposer must provide:

A. **Furnishings and Equipment**: The successful Proposer must provide all necessary items for a paddleboard and/or kayak rental station, including kayaks, paddleboards, safety equipment, and other related supplies. The Proposer shall provide a complete list of rental equipment that will be provided to include:

   - Type and brand of paddleboards and/or kayaks to be rented.
   - Types of personal flotation devices to be used.
   - Types of paddles and any other standard rental equipment.

B. There must be a minimum of four (4) paddleboards and/or kayaks per location. Based on the demand for rentals and available space, the County shall have the option to confer with the successful Proposer and approve an increase in the number of vessels stored on site.

C. **Compliance with Regulations**: Be responsible for reviewing and complying with all applicable Local, State, and Federal rules, regulations, statutes, ordinances, including but not limited to laws governing operation of paddleboard and/or kayak rentals and any requirements of governmental entities applicable to Proposer's use of property location(s).

D. **Equipment Storage**: Paddleboards and/or kayaks may be brought into the park on storage trailers/stands and the successful Proposer may operate from such.

E. **Inspection of Property**: Locations considered for rental stations are available for independent inspection during normal park hours.

F. **Property Condition**: Acknowledge the rental properties are offered "AS IS." Installation of temporary improvements or structures requires the County's express written approval.

G. **Installation of Racks and Tents**: May be authorized to erect an agreed upon amount of racks capable of storing equipment. These improvements may also include a temporary tent with roll down sides. The successful Proposer must abide by any environmental rules governing site improvements, temporary structures or related items, as well as any permitting requirements.

H. **Utility Availability**: Electricity and water may not be available on the rental site, depending on location.

I. **Equipment Acquisition**: All desired equipment must be purchased by the successful Proposer at their own expense.

J. **Technology Integration**: Each location must be connected via mobile devices to facilitate reservations, payments, and tracking.

K. **Automated Locks**: May use automated locks with the equipment.

L. **Clear Policies**: Provide transparent policies regarding reservations, cancellations, and refunds.

M. **Public Rights and Dignity**: The public's right shall not be infringed upon by any activity of the successful Proposer or any of its personnel. The activities of the successful Proposer shall be to render service to the public in a dignified manner. The successful Proposer shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the successful Proposer.

N. **Safety and Convenience**: Ensure that rental of all paddleboards and/or kayaks shall be done in accordance with all applicable regulations and in compliance with all applicable regulations and recommendations to the basic safety regulations. The successful Proposer will adhere to the program as approved by the County for all rentals under the Contract. The successful Proposer shall post an emergency number and email where the public can report any incidents. Operation in a manner ensuring public safety and convenience. If offering training or lessons, staff must possess the necessary skills for safe and effective instruction.

O. **Customer Service**: Provide efficient customer service to answer questions and provide information concerning, among other things: rental process, pricing, locations, billing, and handling of incidents and complaints.

P. **Competitive Pricing and Quality**: Offering of quality equipment and services at prices consistent with similar local facilities.

Q. **Visibility of Pricing**: All pricing for all goods and services must be posted and visible for all customers.

R. **Maintenance of Facilities and Equipment**: Maintenance of all facilities and equipment in a clean and sanitary condition. Equipment shall be kept and maintained in a safe and seaworthy condition.

S. **Security and Storage**: Security and storage of necessary equipment will be the responsibility of the successful Proposer. The successful Proposer may be authorized to store equipment at the property location(s), in an area designated by the County and Parks Manager.

T. **Environmental Preservation**: Commitment to preserving natural resources and minimizing negative impacts on park and waterway areas.

U. **Operation Responsibility**: Sole responsibility for the operations and maintenance of all equipment.

V. **Operational Deadline**: Expectation is to have operations fully functional by no later than June 30, 2024.

Service Locations

The following are waterfront locations considered for rental stations. Proposers do not have to provide services at all locations to be considered for award.

- Camp Chowenwaw - 1517 Ball Rd, Green Cove Springs, FL 32043
- Doctors Lake Park & Boat Ramp - 3108 Hwy 17, Orange Park, FL 32003
- Governor's Creek Boat Ramp - 1973 Hwy 17, Green Cove Springs, FL 32043
- Lake Brooklyn Boat Ramp - 7165 King St, Keystone Heights, FL 32656
- Lake Geneva Park & Boat Ramp - 6360 5th Street Keystone Heights, FL 32656
- Lakeshore Boat Ramp - 4300 Lakeshore Drive, Fleming Island, FL 32003
- Main Street Boat Ramp/Middleburg Boat Ramp - 3788 Main St, Middleburg, FL 32068
- Old Ferry Boat Ramp - 2231 Old Ferry Rd, Green Cove Springs, FL 32043

Hours of Operation

Minimum operating hours shall be 8:00 a.m. to sunset, seven (7) days a week, including holidays. The County may authorize a change in hours of operation, if such a change is desirable in providing the best service to the public.

Marketing/Tourism

The successful Proposer shall maximize all opportunities through sponsor partnerships and build continuing relationships within the County, Municipalities, mission sponsors, industry partners and local vendors in order to continue to expand and grow this project. The successful Proposer shall work closely and consistently with the Clay County Tourism Department and the County's Tourism Related Businesses to meet all goals regarding marketing, visitor research and other programs that will

be mutually beneficial for both the County and the successful Proposer. The successful Proposer shall operate a mutually beneficial website and/or social media.

Reporting

The successful Proposer shall supply monthly reports including, but not limited to, the following:

- Number of rentals, including repeat rentals
- Route usage
- Zip code of renter

The successful Proposer is encouraged to provide reporting from website and/or social media analytics to support Marketing/Tourism efforts.

3.3. Qualifications

Proposers must demonstrate the ability to provide safe, consistent and reliable services that will:

- Provide recreational outdoor options to residents and visitors of Clay County.
- Maximize the public's use and enjoyment through healthy activities.
- Foster an awareness and appreciation of the natural environment.
- Encourage tourism.
- Provide an accurate and verifiable system to account for all revenue collected.
- Provide an accurate and verifiable system to determine the dates and times of operation.
- Adequately compensate the County.
- Provide patrons with safe, high quality paddleboards and/or kayaks for rental at reasonable prices.
- Provide adequate safety equipment including approved floatation devices and distress whistles for each patron.
- Provide adequate communication equipment to manage the operation.

3.4. Personnel (if applicable, for manned stations)

A. All persons involved in rental operations are required to undergo a background check and drug test at the successful Proposer's expense. In addition, it is the successful Proposer's responsibility to ensure all new hires, officers, and agents, are communicated to the County after completion of the background checks and drug testing.

B. The County reserves the right to request random drug testing of all of the successful Proposer's personnel at the Proposer's cost.

C. All personnel of the successful Proposer shall be neatly attired in uniform/T-shirts that identify them as personnel of the successful Proposer.

D. The design of such uniforms shall be subject to the prior approval of the County. All uniforms worn shall be maintained in a neat and clean manner.

E. All personnel of the successful Proposer shall wear identification badges that will be furnished by and at the expense of the successful Proposer. No individual shall be permitted to work without identification.

3.5. Independent Contractor

The successful Proposer will operate as an independent contractor and are not considered to be County personnel. The Proposer must obtain all County and/or City licenses as applicable.

3.6. Signs

The successful Proposer shall not place any sign or advertisement upon any property of the County without written approval by County.

3.7. Permit & Fees

The Proposer shall comply with all applicable State and local laws, ordinances, codes, and regulations. This project is not exempt from permit fees and permit fees must be paid to the County Building Department and/or Municipality by the Proposer.
For questions about permitting please contact:

Clay County Building Department

Phone: (904)269-6307

Email: permits@claycountygov.com

Website: https://www.claycountygov.com/government/building

All applicable permits, fees, licenses, and final County and municipality inspections are the responsibility of and will be paid for by the Proposer as specified in the plans.
All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the awarded Contract, including any related inspection fees.
Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Proposer.

3.8. Compensation

In consideration for the right and privilege to conduct operations, the successful Proposer must compensate the County with a Revenue Share Fee. This fee shall be inclusive of gross receipts less the net sales tax. The County reserves the right to audit any financial documentation at any time.

3.9. Term

The award will result in a one (1) Year Agreement with the County reserving the right and option to extend the Agreement for an additional two (2) periods of twelve (12) months each upon written approval.

All Proposers must be licensed to do business in the State of Florida at the time of submission.

3.10. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the contract.

3.11. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified Bidder that meets all requirements of the RFP. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

3.12. Damage to Public or Private Property

If property (public or private) is damaged while Proposer is performing the service specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Proposer in a manner acceptable to the County prior to the final acceptance of the work. Proposer will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, bulkheads, etc.
Proposer must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Proposer shall notify the County Project Manager or designee in writing. Failure to do so shall obligate the Proposer to make repairs per the above section. Any damage to the roads, facilities, services, utilities, irrigation systems, park or street furniture, tree stakes or straps, vegetation, etc., caused by the action of the Proposer shall be repaired or replaced at the expense of the Proposer to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in an invoice due to the County.

Should the County have any expenses incurred due to the Proposer not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

3.13. Compliance with Occupation Safety and Health Act

The Proposer warrants that the product, products, or services supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and Proposer employee incidents.

Proposer certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Proposer further certifies that, if he is the successful Proposer, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Proposer and their employees shall be ANSI certified and meet OSHA standards.

3.14. Cancellation of Contract

If the awarded Proposer fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and scope established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Proposer.

3.15. Additional Services

If the County and/or awarded Proposer identifies any additional services to be provided by Proposer that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Proposer.

ATTACHMENT B
PORTIONS OF PROPOSAL

Letter of Transmittal 4/17/2024

PADL LLC understands the scope of work and will make a positive commitment to the project.

PADL LLC is pleased to present this comprehensive proposal to operate water sports concessions throughout Clay County. Improving public access to waterfront activities is a critical goal of the County's Parks and Recreation Department, and PADL believes the concession sites offers significant opportunities to enhance recreational activities for residents and tourists alike.

PADL is proud to have been selected previously to operate within Clay County, and has plans to increase utilization through the addition of kayaks, tours, lessons and events. With over 40 operational locations, PADL has demonstrated the expertise to provide the precise range of services desired by this important procurement.

Our experienced staff stands ready to offer equipment rental and instruction for kayaking, canoeing and stand-up paddle boarding. PADL will promote Clay County as a premier destination for sports enthusiasts.

Our proposal incorporates our patented self-service technology, which enables patrons to self rent equipment at freestanding kiosks. This proven mechanism allows customers to avoid waiting in line and to efficiently get themselves onto the water, and live GPS tracking, a feature none of our competitors can offer as it is patented and provides necessary safety for our guests on the water.

Given PADL's broad experience in the Florida marketplace – operating between the Florida Keys and Jacksonville, Tampa, St Pete, and Orlando – we have an unsurpassed understanding of our water-sports clientele's preferences, needs and aspirations. Apart from all other vendors, PADL truly understands how to satisfy and delight the widest range of customers, from beginners to experts.

Maintaining the safety of our patrons is a paramount goal. We are proud that PADL has experienced zero incidents at any of our operations. Continuing that unblemished record at Clay County will be our top priority. Another critical focus will be attention to ecologically sensitive areas at the sites, ensuring that all patrons treat them with respect and care.

PADL is committed to a robust collaboration with County administrators to align our offerings and operations with the County's vision for this special place on the island. We will regularly organize and promote community events to drive footfall to our location. In short, we pledge to exceed the County's expectations in every respect.

Persons authorized to make representations for PADL LLC:

Andres Avello	CEO	7846 NW 57 St, Doral, FL 33166	305-608-9963
Felipe Jauregui	COO	7846 NW 57 St, Doral, FL 33166	305-469-6468
Khalil Khouri	CTO	7846 NW 57 St, Doral, FL 33166	305-775-1625

Sincerely,

Andres Avello

Experience and Past Performance:

Describe the Proposer's past performance, experience in providing concessions and its knowledge of business operations and legal requirements associated with this type of operation. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.

PADL was established in August 2017. We have 17 employees and currently serve five primary markets operating in over 40 unique locations including:

- Miami
- Palm Beach
- Tampa / St Pete
- Jacksonville / Clay County
- Florida Keys

Through our operations, we provide paddleboard and kayak rentals, tours, lessons, eco cleanups, events, group sessions, and other activities to best serve our guests. We have served over 50,000 riders with zero incidents to date. Over the past year, PADL has also been providing bike rentals and services to the biking community. The company has deep knowledge of business operations and legal requirements associated with this type of operation, further referenced below.

Legal Requirements for the Operation of a Water Sports Concession

A livery is defined in section 327.54, Florida Statute, as: A person, corporation, company, business, or entity; that advertises a livery vessel for use by another.
in exchange for any type of consideration and does not provide the renter or lessee with a captain, crew, or any type of staff or personnel to operate, oversee, maintain, or manage the vessel.
*Note: A vessel rented or leased by a livery is a livery vessel as defined in FS 327.02, F.S. The term "Bareboat" is not defined or used in Florida Statutes.
A livery is not: A public or private school or postsecondary institution located within Florida. A vessel that was not advertised AND was loaned to someone who the vessel owner knows, regardless of whether consideration was given. A rented vessel if the renter is provided a captain, crew, or any type of staff or personnel to operate, oversee, maintain, or manage the vessel.

Liveries need a state issued, no-cost Livery Operator Permit if they are renting motorboats, personal watercraft (PWC), paddle craft, sailboats, or houseboats that are being operated on the waters of the state. Liveries that operate in Florida without a valid Livery Operator Permit are in violation of section 327.54(2), Florida Statutes, which is a first-degree misdemeanor subject to a $1,000 fine. (s.775.083, F.S.).

Livery Operator Permits may be obtained from the FWC. Permits are issued at no cost and are valid for one year. Permits must be renewed annually, and the expiration date will be set to the business creation date or birthday of the individual named on the permit. Paperwork for renewal can be submitted prior to the expiration of a current permit, however, the permit will not be active until after the previous permit expiration date.

To qualify for and obtain a permit, the livery must complete the FWC Livery Permit Checklist Form (FWC 311). The Livery Permit Checklist form requires the applicant to provide documentation of the following: A listing of all vessels offered for rent or lease - Proof of valid insurance coverage - Valid

insurance coverage is as follows: Coverage for the livery (for accident, loss, injury, property damage or other casualties) in the amount of at least $500,000/person and $1 million/event.

AND

Statement from insurance company of the same coverage for the renter ($500,000/person and $1 million/event)

OR

Statement from the livery that the renter has an option to purchase additional insurance coverage.
Note: Effective July 1, 2023, if a livery does not have an insurance policy covering the renter AND the renter has chosen to opt out of insurance purchase option, the renter must complete a signed acknowledgement consistent with section 327.54(7)(b)2., Florida Statutes. The optional Opportunity for Renter Insurance Coverage (FWCDLE 319) form may also be used.
If the livery only consists of human-powered vessels you are not required to have insurance.
For businesses: Business creation records and local business license or tax receipt, if applicable
For individuals: copy of government issued photo ID.
In addition, applicants must complete and sign the Livery Permit Certification Form (FWC 312).
Note: If any of the above information changes, the FWC must be notified within 10 days.

Find the Livery Statute (327.54, F.S.) at Statutes & Constitution: View Statutes: Online Sunshine (state.fl.us.)
You may email all forms and documentation to LiveryPermit@myfwc.com or you may send by mail to:
FWC Boating and Waterways
Attention: Livery Permit
620 South Meridian Street
Tallahassee, Florida 32399-1600
Livery Operator Permits are issued once FWC receives all required forms and documentation.
Note: Permits are not required to be displayed at the business location but must be made available to law enforcement upon request. It is a violation of section 327.54(2), Florida Statutes, to operate a livery business without an FWC issued Livery Operator Permit.
To operate a motor-powered vessel of 10 horsepower or more, ALL persons born after Jan. 1, 1988, must have successfully completed an approved boating safety course and have a Boating Safety Education ID Card issued by the FWC. The following may also be used to meet this requirement:
Passed a Temporary Certificate Examination developed or approved by the Commission.
A valid International Certificate of Competency.
Completed boating safety education course or equivalent examination in another state, United States territory, or Canada which meets or exceeds the minimum requirements established by the National Association of State Boating Law Administrators.
Below are some exemptions:
- The person is licensed by the U.S. Coast Guard to serve as master of a vessel.
- A person is operating on a private lake or pond.
- A person is an operator who is accompanied onboard by a person who is at least 18 years old and possesses the required Boating Safety Education Identification Card, provided that person is attendant to and responsible for the safe operation of the vessel.
- The person is an operator who is accompanied onboard by a person who is exempt from the educational requirements, provided that person is attendant to and responsible for the safe operation of the vessel.

A person operating a vessel within 90 days after completing an approved boating safety course, as required in 327.395(1), Florida Statutes. and has a photographic I.D. and a boater education course completion certificate showing proof of having completed the required boating safety education course. The course completion certificate must provide the student's first and last name, date of birth,

and the date the course was successfully completed.

Note: In addition to having the boating safety education course requirements, ALL PERSONS who rent or lease a vessel AND ALL POTENTIAL OPERATORS of a rented or leased vessel must be provided prerental and pre-ride instruction as set forth in Rule 68D-34.002, Florida Administrative Code.
Visitors born on or after Jan. 1, 1988, from other states who want to rent a vessel of 10 horsepower or greater, are required to have certification of completion of an approved boating safety education course.
Florida law allows a visitor from another state to use proof of completion (in the form of a card, certificate, or something similar) from another state as long as it meets the standards established by the National Association of State Boating Law Administrators (NASBLA). Most states (or their contractors) issue certification cards to students who successfully complete an approved course. The card or certificate should have a statement or logo that identifies the course as having met NASBLA standards.

Visitors from Canada may use a Canadian Pleasure Craft Operator Card, which meets or exceeds the minimum requirements established by NASBLA.
Visitors may also use a valid International Certificate of Competency.
The instructions required may be found on the Livery Pre-Rental and Pre-Ride Instruction Checklist and Attestation Form – Motorized Vessels (FWCDLE 313A) and Livery Pre-Rental and Pre-Ride Instruction Checklist and Attestation Form – Human Powered (FWCDLE 313B). These forms must be completed and signed by both the renter and instructor. The completed forms must be maintained by the livery for 90 days and must be made available to law enforcement upon request.
Note: You may include more instruction subjects or expound on the current requirements by using additional materials from your livery.

Any person delivering pre-rental or pre-ride instructions must have successfully completed a boating safety education course approved by the National Association of State Boating Law Administrators and the State of Florida. Proof of completion must be maintained at the rental/business location. Approved boater safety courses can be found on the FWC Boating Safety Courses page.
Required boating safety information signs must be displayed in an area visible to the public at the livery's business location. The sign must correlate to the type of vessel(s) the livery rents. These signs must be at least 187 square inches in size.
Printable posters can be found at the links below or you may request pre-printed signs from FWC

Boating and Waterways Section by calling (850) 488-5600 or use the Ask FWC feature on the website: Service Request - Create Request Page: Ask FWC (govqa.us).
Rental of motorboats other than personal watercraft, jet boats, houseboats must display the Motorboat Rental Safety Poster.
Rental of houseboats must display the Houseboat Rental Safety Poster.
Rental of personal watercraft and/or jet boats must display the Personal Watercraft/Jet Boat Rental Safety Poster.
Paddlecraft or other human-powered vessels must display the Paddlecraft Rental Safety Poster.
Rental of sailboats must display the Sailboat Rental Safety Poster.
Other requirements before a livery can rent or lease vessels:
The livery must have a written agreement with the renter or lessee that includes the renter/lessee's name, address, date of birth, emergency contact name and address and telephone number. The agreement must include the number of people onboard the vessel and the vessel's expected return time.
Note: Renter agreements must be maintained for one (1) year and must be made available to law enforcement upon request.
A livery may not knowingly lease or rent a vessel, other than a human powered vessel, to any person under 18 years of age.

Liveries may not rent or lease a vessel under any of the following circumstances:
If it does not have an FWC issued Livery Operator Permit.
The number of people exceeds the number considered to constitute a maximum safety load for the vessel as set forth on the vessel's authorized person capacity plate.
The horsepower of the motor exceeds the capacity of the vessel.
The vessel does not contain the safety equipment required by section 327.50, Florida Statutes.
The vessel is not seaworthy, is a derelict vessel, or is at risk of becoming derelict.
The boating safety information required by Rule 68D-34.004, Florida Administrative Code, is not posted in an area visible to the public.
The livery does not have a written agreement with the renter or lessee.
The livery has not provided the renter/lessee with pre-rental or pre-ride instruction required by Rule 68D-34.002, Florida Administrative Code.
The renter/lessee is under 18 years of age unless it is a human-powered vessel being rented/leased.
When a livery vessel is:
Overdue by more than four hours.
Involved in an accident.
Failure to have a valid Livery Operator Permit is a first-degree misdemeanor. Liveries that operate in Florida without a valid Livery Operator Permit are in violation of section 327.54(2), Florida Statutes and are subject to a $1,000 fine (s.775.083, F.S.)
Violations of all other livery laws constitute a second-degree misdemeanor.

Experience Providing Non-Motorized Water Sports Concession Services

PADL offers paddleboard and kayak rental services including tours, lessons, events, and other programming at over 40 locations. We have provided eco-centered events and cleanups to tens of thousands of customers since our inception in August 2017. We ensure patron safety with rigorous oversight while providing a fun, educational experience. PADL has the highest customer repeat rate (over 60%) in the industry.

We provide product offerings and pricing geared to locals and travelers. The pricing structure allows for memberships where locals can receive benefits for repeat visits along with fixed monthly, seasonal, and annual fees. PADL offers short- term rates for travelers and one-time customers.

Our rental equipment is top-of-the-line and provides a perfect balance for beginners and experienced riders. We have been able to replicate our top service at over 40 locations with great feedback from customers and municipal partners alike.

Comparable Agreements in The Past Three (3) Years for Each Project

For each agreement, PADL provides watersport rentals, specifically for paddle boards and kayaks. Additionally, PADL also provides tours and lessons for paddle boarding and kayaking. PADL also hosts a wide variety of events with prior authorization from each municipality that include yoga on land and on paddle board, adventure experiences such as races, fishing experiences on paddle board and kayak. We partner with leading brands such as Smartwater, and local non-profit organizations such as Fill-A-Bag. We also bring in local musicians to provide entertainment.

The company also hosts eco-focused events such as beach and Park cleanups. These events enable guests to enjoy the outdoors and learn about protecting and preserving our natural resources. PADL takes pride in offering activities that allow patrons to have fun and connect with nature. We advocate environmental stewardship at every appropriate opportunity.

Overall, PADL's special events consist of recreational activities, wellness practices, and environmental conservation efforts. The events are organized with the goal of promoting

healthy lifestyles, supporting local talent, and preserving the natural environment.

II. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. Where possible, list and describe those projects performed for government clients or similar size private entities. The description should identify for each project:

Client	Contact and Email	Description of work	Results of the Project	Years Operating
Village of Key Biscayne	Todd Hofferberth <thofferberth@keybiscayne.fl.gov>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	4.8
Pinellas County	Cozzie, Paul A <pcozzie@co.pinellas.fl.us>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	3.8
Palm Beach County	Kirk Brooks <KBrooks1@pbcgov.org>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	3.5
Miami Dade County	Vickery, Sarah (PROS) <Sarah.Vickery@miamidade.gov>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	2.7
City of Miami Beach	Alberta, Alan <AlanAlberta@miamibeachfl.gov>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	2.6
City of St Pete Beach	Jennifer McMahon <rddirector@stpetebeach.org>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	2.5
City of Hollywood	Karl Chuck <KChuck@hollywoodfl.org>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	2.5
Palm Harbor CSA	Steven Lynford <slynford@phparksandrec.org>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	2.5
Lighthouse Café Inc. FL DEP	Brito, Jorge <Jorge.Brito@dep.state.fl.us>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	2.2
City of Treasure Island	Hayduke, Cathy <chayduke@mytreasureisland.org>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	1.6
City of Tampa	Ryan Peters <Ryan.Peters@tampagov.net>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	1.5
City of Palm Coast	Brittany McDermott <BMcDermott@palmcoastgov.com>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	1.2
City of Clermont	Brian Forman <bforman@clermontfl.org>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	1.1
Flagler County	Michael Lagasse <mlagasse@flaglercounty.gov>	Water sport rentals, tours, lessons, events	Successfully launched water sport rental business and continue to operate.	0.9

Client	Value of the contract	Start of Operations	Contract End Date	Contract Notes
Village of Key Biscayne	$ 40,000	6/19/2019	6/19/2028	
Pinellas County	$ 180,000	6/20/2020	Monthly	
Palm Beach County	$ 120,000	10/28/2020	4/30/2024	
Miami Dade County	$ 160,000	7/19/2021	Monthly	
City of Miami Beach	$ 70,000	9/1/2021	8/19/2024	
City of St Pete Beach	$ 160,000	10/11/2021	Term Ended	Working on renewal, ongoing operations
City of Hollywood	$ 120,000	10/27/2021	3/9/2024	
Palm Harbor CSA	$ 40,000	10/27/2021	4/18/2026	
Lighthouse Café Inc, FL DEP	$ 80,000	2/16/2022	4/1/2024	
City of Treasure Island	$ 80,000	8/25/2022	7/19/2025	
City of Tampa	$ 120,000	10/12/2022	Term Ended	Working on renewal, ongoing operations
City of Palm Coast	$ 60,000	2/8/2023	3/9/2024	
City of Clermont	$ 80,000	3/23/2023	Term Ended	Working on renewal, ongoing operations
Flagler County	$ 160,000	5/11/2023	3/9/2024	

Proposed Approach to the Project

1. Describe the types of rentals planned.

   Paddleboard and Kayak Rentals through self service stations. Rentals are completely offloaded onto the PADL mobile app. The rider will be guided to download the mobile app from the QR code on the station. Once downloaded, the rider will have access to safety videos, and waiver agreements prior to rental. Once the rider agrees to terms, inputs a payment method, the rider will be able to unlock and ride a board. Riders will now be tracked by the system via board mounted GPS and stats will appear on the riders rental in the app as well as on our backend platform. When the rider is finished, they will place the board, paddle and USCG approved type II PFD (personal floatation device) with whistle back on the rack and end the rental from the app. We would also implement tours, lessons and events at our locations to foster community building, instruction and higher utilization.

2. Describe the structure of the rental stations.

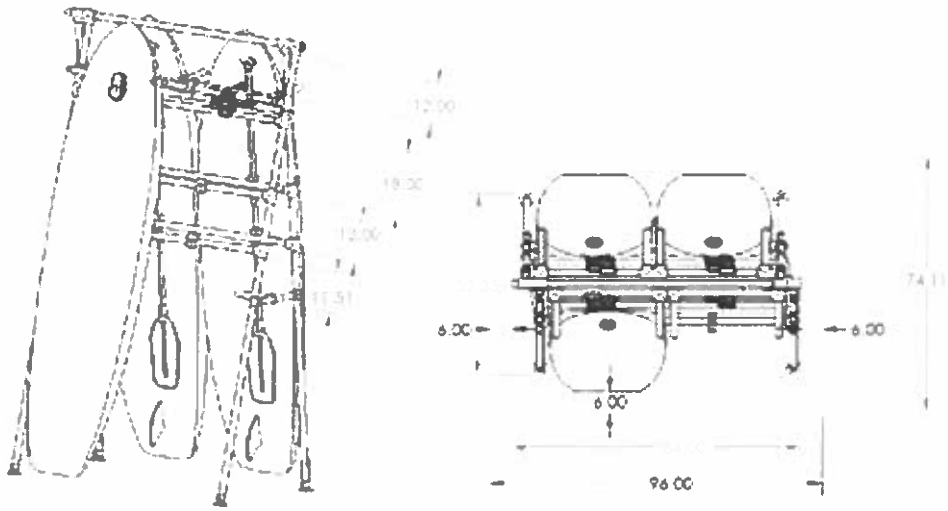
   Rental stations are composed of a durable aluminum powder coated rack which houses 4 boards, and soon kayaks as well, which will be interchangeable, custom patented locks to securely lock each board and paddle after the rental, lifejackets with whistles provided with each rental, a base which can be easily moved with a forklift, solar panels to charge the locked and board mounted GPS through wireless induction charging.

   Electricity – Solar power provided, may also connect to ground power if area is covered

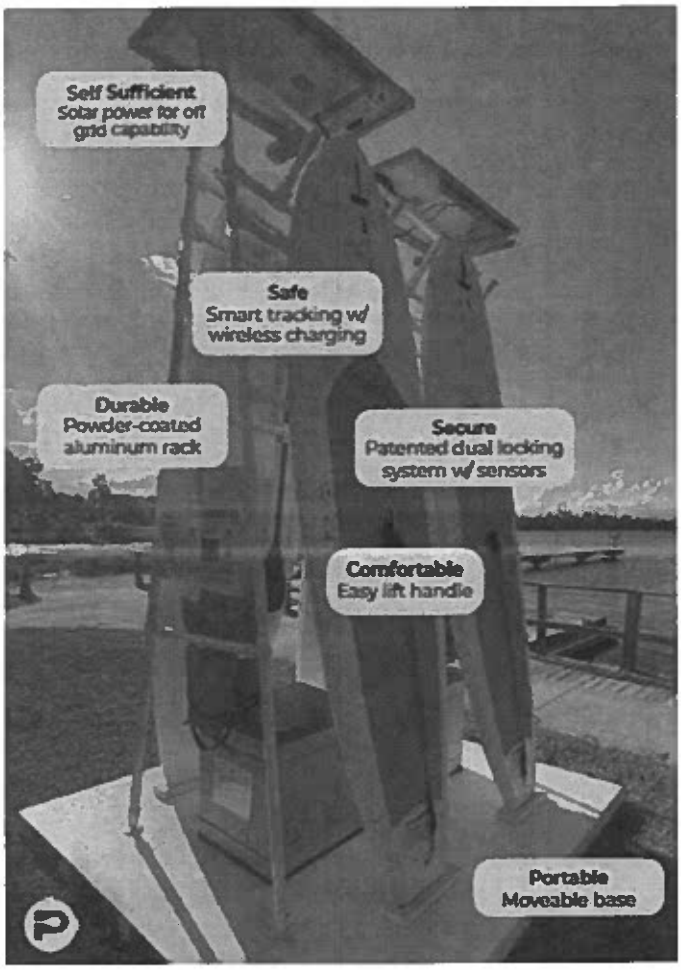
   Base – Base provided, may also connect directly to floor or approved floating dock

   Delivery – Our current pipeline will allow for delivery by May 31, 2021

   Dimensions – PADL stations are mounted onto an 8' by 8' base, and are 12' tall when on base and with solar panels



Proposed Approach to the Project



3. Attach aerial photos and descriptions of the proposed sites for the paddleboard/kayak station locations at each service location listed in the scope of work. (Note: The successful Proposer along with the County will mutually agree on final station locations prior to execution of agreement.)

4. Describe understanding, experience and methods used in enforcing the restrictions placed to deal with such matters as:

   1) Customers following strict safety guidelines; random audits are done on rentals through our station mounted cameras to ensure that riders are following regulations and guidelines. If a rider does not follow, we will place a warning on their account. If they do not follow the regulations and guidelines again, they will be banned. Riders may be banned immediately from use as well.

   2) Customers obtaining proper training prior to engaging in rentals; We offer in app safety videos and signage on the station for safe and fun operation.

   3) Limitations on the number of customers participating at one time; A rider may only rent 1 board, so only 4 riders will be active at one time per station.

Proposed Approach to the Project

4) Requirement of customers maintaining distances and being considerate of other patrons of the Park. PADL will follow local regulations and park rules. We can provide signage and notifications as requested.

5. Provide information concerning all necessary licenses and certifications.

   PADL currently carry's a permit from the FWC and follows legal requirements that adhere to the permit and all other local and USCG regulations. Tour guides and trainers will need to be vetted internally, provide certification from approved provider such as the ACA, and be approved by the park and county to provide tours / lessons. Additionally, First Aid, CPR, AED training is required by PADL and provided by the American Red Cross.

6. Provide sample of waiver/release of responsibility. Describe how Proposer will address this requirement with patrons for utilization of equipment.

   You must agree to the following agreements by clicking accept below if you would like to continue.

   1. Rental Waiver

   2. Rules of Use

   3. United States Coast Guard Regulations

   4. Required Safety Equipment for Paddle Boarders

   5. Florida Administrative Code Rule 68D-34.002

   6. Media Release

Rental Waiver

Proposed Approach to the Project

STAND UP PADDLE BOARD, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is participating in stand up paddle boarding shall be referred to hereinafter as "Participant". The "Undersigned" means the Participant, his or her heirs or assigns, when the Participant is age 18 or older OR it means the Participant and the Participant's parent(s) or legal guardian, or the minor's heirs or assigns when the Participant is under the age of 18. "Released Parties" mean PADL LLC or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in paddle boarding lessons, paddle boarding tours, paddle boarding yoga, or paddleboard rentals as offered by PADL LLC.

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: changing weather conditions, changing water levels, undertows, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, carrying boards and other equipment, entrapment of feet or other body parts under rocks or other objects or with equipment, equipment failure, dehydration, sunburn, not being familiar with the waterway and forecasted water and weather conditions, high water, high wind, rapids, other watercraft, docks, pilings or any other obstacles, other participants, instructor/guide's directions, wildlife, marine life, transport to and from the Activity, hiking, and mental and physical distress.

3. Multiple Rentals. The Undersigned may be permitted to rent multiple paddleboards and equipment under a single account. In so doing, the Undersigned agrees to take full responsibility for all rented equipment and people, including all Participants, interacting with the rented equipment. The Undersigned is responsible for notifying all Participants of the Risks of Activity as set forth in Paragraph 2 of this Agreement. The Released Parties shall not be held liable for any failure to comply with the requirements and conditions herein. By renting multiple paddleboards and equipment, the Undersigned agrees to be held liable for any damage, injury, and/or loss related to the Activity until said paddleboards and equipment are returned to the appropriate stations and the rental is completed.

THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

4. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, product defect, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including attorney fees, legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND

Proposed Approach to the Project

VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

6. Medical Care. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Acceptance of Equipment. Undersigned accept for use as is the SUP equipment rented from the Released Parties, and accept full financial responsibility for the care of the equipment during the rental period. Undersigned will be responsible for the replacement at full replacement value of any equipment rented, but not returned to the PADL LLC. Undersigned agree to return all rental equipment by the agreed date.

8. Photos/ Video Images. PADL LLC or anyone authorized by PADL LLC has permission to use Participant's photograph or video image taken during the activity for promotional materials without compensation paid to Participant.

9. Miscellaneous. The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Florida and the exclusive jurisdiction for any claim shall be the District Court of Miami Dade County, or the federal court of the State of Florida; (c) Undersigned represent he/she is in good physical health; (d) Undersigned agrees to use a life jacket or appropriate leash while participating in the Activity; (e) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter

hereof; (f) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Rules of Use

Age:

You must be at least 18 years or older to rent or ride

Number of Riders:

Only one renter or rider at a time. The renter or rider must be the user signed into the iOS or Android PADL Application and renting the equipment.

Swimming Abilities:

Proposed Approach to the Project

You must be able to swim to rent or ride.

Navigating Safely:

As with any vessel or vehicle, you must follow all local laws for your own safety and that of others.

Safety checking before riding:

Before riding, please do a quick inspection. If you see any wires or other visible damage, please reach out to us via our in-app support link or call us at (786) 749-6730.

Life Jackets:

Each paddler must have a USCG-approved Type I, II, III, or appropriate Type V life jacket. It doesn't have to be worn, although that's certainly the wisest plan, and one which we strongly recommend.

The jacket must be in "serviceable condition," without rips, tears or deterioration that will diminish its performance.

The jacket must be of an appropriate size and fit for the wearer.

A Type V jacket can be used as long as it's USCG-approved and applicable for the activity.

Belt pouch-type inflatable PFDs, such as the ones we carry, must be worn on the person to meet the life jacket regulation. For other types of inflatable PFDs, check the approval description printed on the unit for restrictions.

Proposed Approach to the Project

For all life jackets, be sure to read the label to know if special requirements pertain to that device.

Other Required Gear:

A whistle or other sound producing device must be carried to warn other boaters.

If you're on the water after sunset, you need to have a flashlight, or similar lighting device, to warn other boaters.

What You Need to Do:

As the operator of a vessel, you need to follow the Navigation Rules.

You are also required to report any boating accident or injury to the local reporting authority, either the USCG or other agency that has been delegated that authority.

Emergency and Accidents:

If you require immediate police or medical attention, please call 911. Once all parties are out of harm's way, and necessary authorities have been contacted, please reach out to us via our in-app support link or call us at (786) 749-6730. A first aid kit is also available at all locations. Please make sure the security tape and supplies are sealed and intact, and to read instructions inside before use.

Proposed Approach to the Project

United States Coast Guard Regulations

The U.S. Coast Guard (USCG) has determined that SUP boards operated outside a surfing, swimming or bathing area are "vessels" under USCG regulations. The following refers to what that means for you when you're outside those areas.

Life Jackets:

Each paddler 13 years of age or older must have a USCG-approved Type I, II, III, or appropriate Type V (see below) life jacket. It doesn't have to be worn, although that's certainly the wisest plan, and one which we strongly recommend.

A child 12-years old or younger must wear their USCG-approved life jacket.

The jacket must be in "serviceable condition," without rips, tears or deterioration that will diminish its performance.

The jacket must be of an appropriate size and fit for the wearer.

A Type V jacket can be used as long as it's USCG-approved and applicable for the activity.

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Proposed Approach to the Project

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What You Need to Do:

As the operator of a vessel, you need to follow the Navigation Rules.

You are also required to report any boating accident or injury to the local reporting authority, either the USCG or other agency that has been delegated that authority.

Required Safety Equipment

Unless the paddleboard is being used within a "swimming, surfing or bathing area," the paddleboard must have a USCG-approved life jacket for each person and a sound-producing device on board while on the water.

Proposed Approach to the Project

Although persons on the paddleboard are not required to wear the life jacket while on Florida waters (unless they are less than 6 years of age), it is advisable to find a comfortable life jacket that you can wear or easily carry while on the water.

A "sound-producing device" is a small whistle or horn that can be heard for a least one-half nautical mile. "Referee-type" whistles or other similar devices that can be attached to your life jacket should work well.

If you are operating in limited visibility or at night, you will also need a flashlight or lantern that produces a white light. It should be displayed to approaching vessels in enough time to prevent a collision. The light should not be continually displayed.

If using a paddleboard offshore or on certain coastal waters at nighttime, visual distress signals may be required, per the Code of Federal Regulations.

This information on required equipment for paddleboards is general information and is not intended to address every situation on the water.

Proposed Approach to the Project

Florida Administrative Code Rule 68D-34.002

(1) Any livery offering vessels for lease or rent must ensure that all individuals who rent or lease a vessel, as well as each potential operator of a rented or leased vessel, have received pre-rental and pre-ride instruction in the following topics prior to operation:

(a) Operator responsibility, including ethics, courtesy and good judgment on the water.

1. Avoiding careless, reckless, and negligent operation of vessels.

2. The effects of alcohol, controlled substances, and stressors.

3. The responsibility of the vessel operator for the safe and proper operation of the vessel.

(b) Navigation Rules.

1. Maintaining proper lookout.

2. Keep a safe distance from other vessels and objects and operate at a safe speed for the conditions, location, and environment.

3. Operating defensively.

4. Requirements to give way to other vessels and vessel right of way.

Proposed Approach to the Project

(c) Boating Restricted Areas, Manatee Protection Zones, and other areas within which boating is prohibited or in which boating speed is regulated. Regulatory markers including Idle Speed, Slow Speed, and mile per hour restrictions and aids to navigation shall also be covered.

(d) Awareness of changes in weather or water conditions and proper responses to those changes.

(e) The requirements for operating a vessel while a person is waterskiing or participating in similar activities identified in Section 327.37, F.S., if applicable to the vessel being leased or rented.

(f) Boating accidents.

1. Causes and prevention of accidents.

2. Legal requirements – remaining on scene; rendering assistance; reporting accidents.

(g) Propulsion, steering, and stopping characteristics of vessels generally and of the specific vessel being leased or rented.

(h) Location and content of manufacturer's warning labels.

(i) Boarding, falling off, capsizing, taking on water, and reboarding, and emergency procedures for dealing with these situations.

(j) Problems seeing other vessels and being seen by them.

(k) The dangers of wake or surf jumping and other reckless operations.

Proposed Approach to the Project

(l) Noise, nuisances, and other environmental concerns.

(m) Specific personal watercraft safety requirements (wearing personal flotation devices, using kill switch lanyard, location of sound producing device and fire extinguisher, age requirements for personal watercraft operation, and lawful hours of operation).

(n) Boating safety identification cards; age and engine requirements.

(o) Photographic identification.

(p) Florida divers-down warning device requirements.

(q) Awareness of fish and wildlife with potential impacts to boaters and boating safety, including, but not limited to manatees, whales, dolphins, and sturgeon (if locally applicable).

(r) Ecosystem awareness and potential impacts to boaters and boating safety based on local issues.

(s) Specific operational characteristics of the vessel being leased or rented.

(t) Local characteristics of the waterway where the leased or rented vessel will be operated, including navigational hazards, the presence of boating restricted areas, and water depths.

(u) Location and proper use of safety equipment.

(v) The requirement to operate at a speed no faster than slow speed minimum wake within 300 feet of an emergency vessel when the vessel's emergency lights are activated and within 300 feet of a construction vessel or barge displaying an orange flag.

Proposed Approach to the Project

(w) Requirements for operating paddlecraft within the marked channel of the intracoastal waterway.

(2) In addition to the topics listed in subsection (1), any livery offering vessels for lease or rent for off-site use or for daily or longer time periods must ensure that all individuals intending to operate a vessel have been provided pre-rental and pre-ride instruction in the following topics:

(a) Fueling and ventilation.

(b) Trailering and transporting.

(c) Float plans; how and when to complete a float plan.

(d) Specific local hazards; such as large bodies of water, weather, dams, cold water, commercial vessel traffic, etc.

(3) Liveries offering a vessel for lease or rent shall conduct an on-the-water demonstration and check ride to verify the prospective operator's ability to safely operate the vessel to be leased or rented.

(4) Both the individual providing pre-rental and pre-ride instruction and the person receiving pre-rental and pre-ride instruction must sign a form attesting that the pre-rental and pre-ride instruction was provided and received in accordance with this rule and Section 327.54, F.S. using form FWCDLE_313 (11/2022), Livery Pre-Rental and Pre-Ride Instruction Attestation, which is hereby incorporated by reference and which is available at https://www.flrules.org/Gateway/reference.asp?No=Ref-15112.

Rulemaking Authority 327.04, 327.39, 327.54 FS. Law Implemented 327.39, 327.54 FS. History–New 1-31-23.

Proposed Approach to the Project

Operator Responsibility:

Operator is responsible for the safe and proper operation of the vessel; Avoid careless, reckless and negligent operation of vessels; Effects of alcohol, controlled substances and stressors

Navigation Rules:

Maintain a proper lookout; Keep a safe distance from other vessels and objects; Operate at a safe speed for the conditions; location and environment; Operate in a defensive manner; Requirements to give way to other vessels and vessel right of way

Aids to navigation; buoys and other waterways markers

Special Waterway Hazards:

Operate at slow speed minimum wake when within 300 feet or emergency vessels with activated emergency lights or within 300 feet of construction vessels displaying an orange flag

Awareness of changes to weather or water conditions and proper responses to those changes

Requirements for operating a vessel while a person is waterskiing or participating in similar activities identified in s. 327.37, F.S., if applicable.

Propulsion, steering and stopping characteristics of vessels:

Proposed Approach to the Project

Discuss in general and as to the specific vessel being leased or rented

Location and content of manufacturer warning labels

Location of and proper use of safety equipment

Boarding, falling off, capsizing, taking on water, re-boarding and emergency procedures for dealing with these situations

Problems seeing other vessels and being seen by them

The dangers of wake or surf jumping and other reckless operations.

Boating safety identification cards, age and engine requirements

Photographic identification

Boating Accidents:

Causes and prevention of accidents; Legal requirements: remain on-scene, render assistance, report incident to authorities

Florida divers-down warning device requirements

Proposed Approach to the Project

Noise, nuisances and other environmental concerns

Manatee awareness (if applicable to location)

Ecosystem awareness based on local issues

Specific operational characteristics of the vessel being leased or rented

Local characteristics of the waterway where the leased or rented vessel is intended to be operated, to include:

Navigational hazards; Boating restricted areas; Water depths

Personal Watercraft

Specific personal watercraft (PWC) safety requirements:

Required to wear PFD; Required use of kill switch lanyard; Location of sound producing device and fire extinguisher; Minimum age to legally operate; Lawful hours of operation

Paddlecraft

Requirements for operating paddlecraft within the marked channel of the intracoastal waterway

Off-Site or extended period use

Proposed Approach to the Project

Instruction on care and maintenance of the leased or rented vessel:

Fueling and ventilation; Trailering and transporting; Float plans; how and when to complete a float plan; Specific local hazards, e.g.: bodies of water, weather, dams, cold water, commercial vessel traffic

Conducted an on-the-water demonstration and check ride to verify the prospective operator's ability to safely operate the vessel to be leased or rented

I hereby acknowledge I have provided the required pre-rental and pre-ride instruction as specifically acknowledged above.

PADL LLC

Name of Livery Instructor and signature

I hereby acknowledge I have received the required pre-rental and pre-ride instruction as specifically acknowledged above, and I understand the rules and information provided in this orientation.

By agreeing to this you are digitally signing that you have watched safety videos provided by PADL located in Safety Videos on the app

Name of Renter and signature

Proposed Approach to the Project

Media Release

I hereby grant the PADL and all of its related entities permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of PADL and its related entities and will not be returned.

I hereby irrevocably authorize the PADL and its related entities to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the PADL and its related entities from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE.

Proposed Approach to the Project

7. Describe policies and procedures for ensuring a safe and well-maintained operation, including Local, State, and Federal requirements and required safety equipment;

   including Local, State, and Federal requirements and required safety equipment;

   "United States Coast Guard Regulations

   The U.S. Coast Guard (USCG) has determined that SUP boards operated outside a surfing, swimming or bathing area are "vessels" under USCG regulations. The following refers to what that means for you when you're outside those areas.

   Life Jackets:

   Each paddler 13 years of age or older must have a USCG-approved Type I, II, III, or appropriate Type V (see below) life jacket. It doesn't have to be worn, although that's certainly the wisest plan, and one which we strongly recommend.

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   The jacket must be in "serviceable condition," without rips, tears or deterioration that will diminish its performance.

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   For all life jackets, be sure to read the label to know if special requirements pertain to that device.

   Other Required Gear:

   A whistle or other sound producing device must be carried to warn other boaters.

   If you're on the water after sunset, you need to have a flashlight, or similar lighting device, to warn other boaters.

   What You Need to Do:

   As the operator of a vessel, you need to follow the Navigation Rules.

Proposed Approach to the Project

You are also required to report any boating accident or injury to the local reporting authority, either the USCG or other agency that has been delegated that authority.

Required Safety Equipment

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If using a paddleboard offshore or on certain coastal waters at nighttime, visual distress signals may be required, per the Code of Federal Regulations.

This information on required equipment for paddleboards is general information and is not intended to address every situation on the water.

"

8. Describe daily rental procedures and meeting requirement for having patrons sign waivers;

Proposed Approach to the Project

Waivers are signed in the app upon first renting. The system will not allow rental unless waiver is signed. Riders also complete a training and attestation required by the FWC to use our platform.

9. Describe standards for providing excellent customer service and prompt complaint resolution;

   Customers are available to reach PADL customer support 24/7 through telephone, email, or in app request. We have management systems in place to properly handle all support requests and have most items resolved within 2 hours, from 7am to 7pm EST. Overnight requests or non rental related inquiries will be resolved the following day.

10. Describe employee hiring practices (if applicable);

    Employees hired by PADL follow a 3 month training and vetting period internally, and must pass a background and drug test. Our contractors must follow the same process. Additionally, we follow E-Verify and all other local and federal regulations.

11. Describe the program for safety and maintenance of equipment and proper storage;

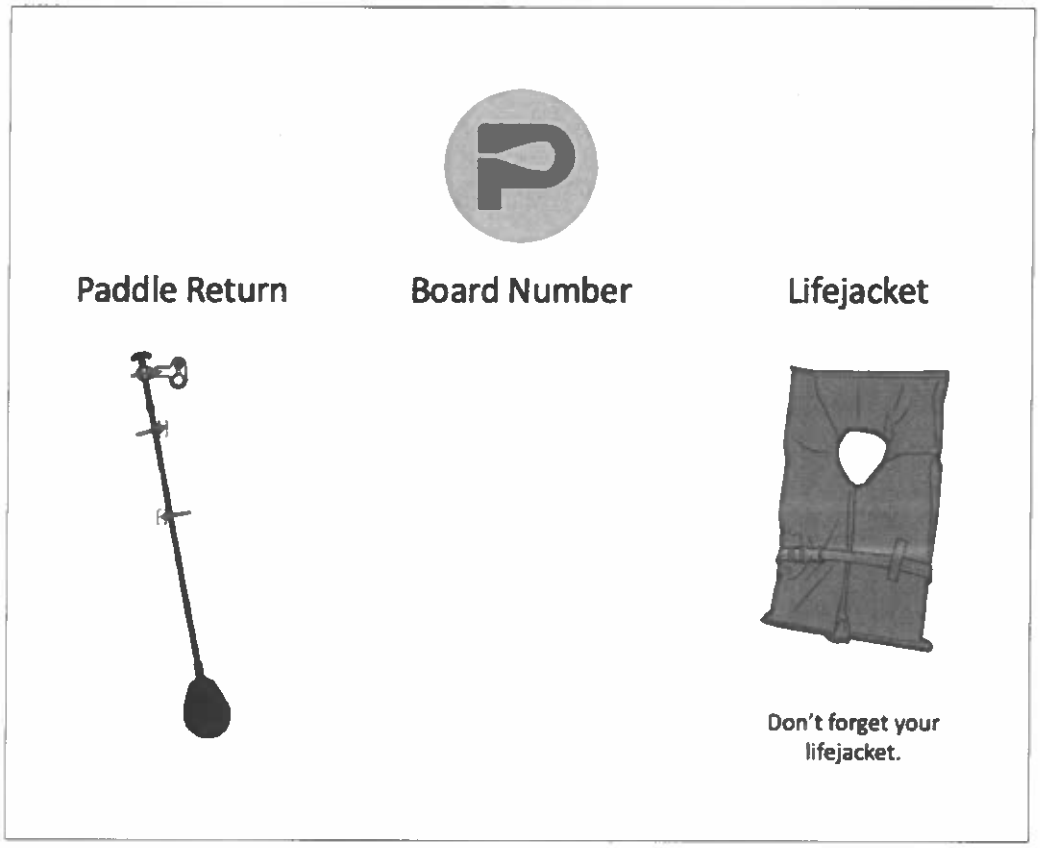
    Proper storage of equipment is managed systematically through sensors and locks. Each watercraft is stored and locked on the rack and cannot be rented if sensors are not activated. Inversely, the sensors will allow for a rental to end once the watercraft is back in position. This ensures that the board / kayaks will always be in a proper place.

12. Describe approvals and installation of signage;

    All approvals will be approved by the park and county prior to installation. Signage on boards and station that are standard are shown below:

    Sign behind board on rack: (Board number will be there, not currently shown)

Proposed Approach to the Project



Sign on boards:

Proposed Approach to the Project

HOW TO PADL

GET IT ON Google Play

Available on the App Store

DOWNLOAD THE PADL APP

FIND A STATION AND SELECT A BOARD TO UNLOCK FROM THE APP

RETURN THE BOARD TO THE STATION AND END YOUR RENTAL TO LOCK FROM THE APP

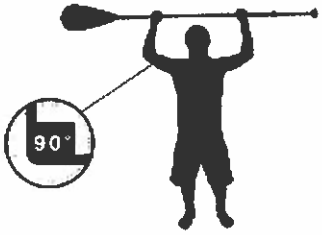
NEED SUPPORT? IN THE PADL APP VISIT OUR FAQ, OR CONTACT US UNDER SETTINGS > SUPPORT

HOW TO RIDE

1 FIST + YOUR HEIGHT

PERFECT PADDLE LENGTH

GRIP WIDTH

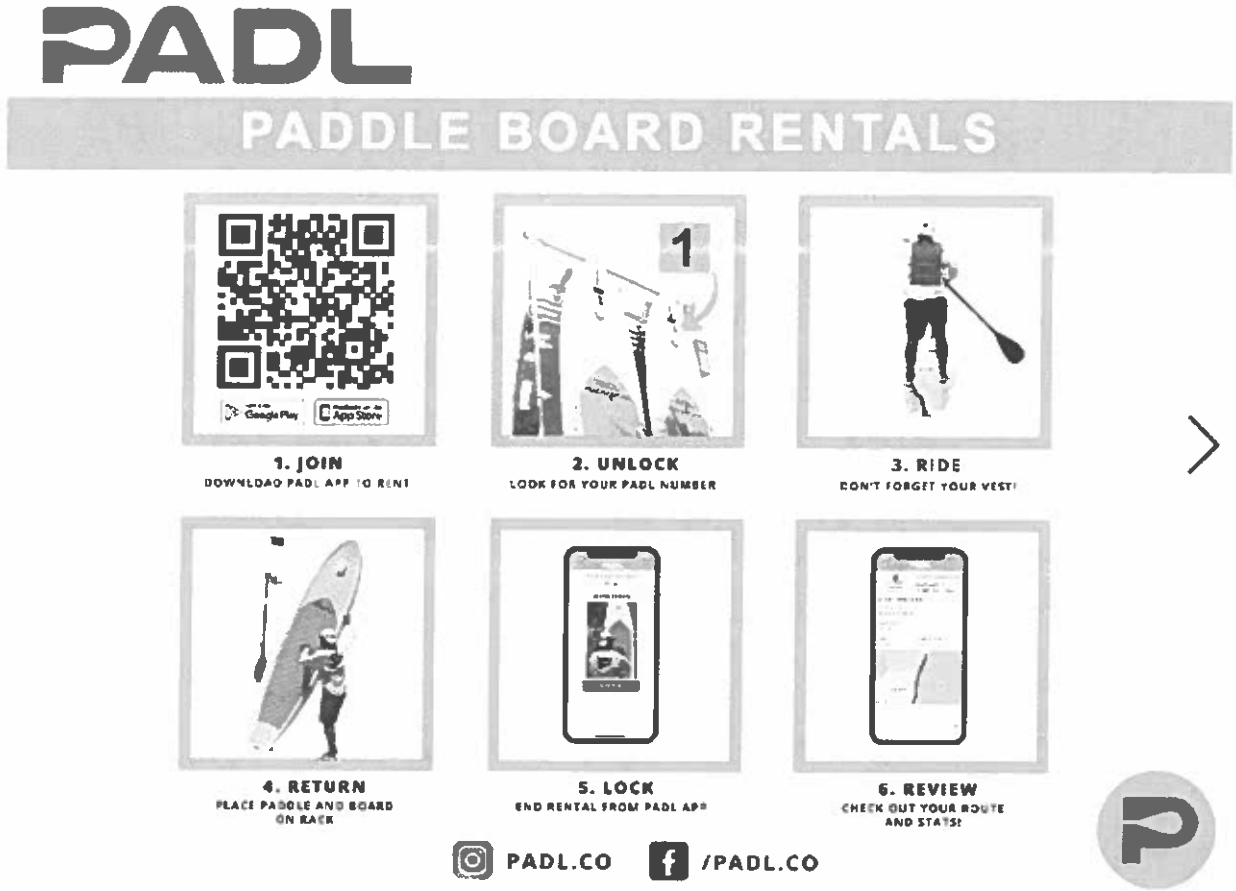


SLADE NECK ANGLE IS FORWARD

START YOUR RIDE UPSTREAM, AGAINST CURRENT OR WIND

Proposed Approach to the Project

Sign on sides of station:



13. Describe management and maintenance of the rental stations and surrounding area;

    Stations are checked remotely daily, onsite weekly or more frequently if needed. Remote video checkins look for lifejackets, whistles, paddle and board positions through the cameras, and onsite visits include pictures being sent to headquarters, sanitization and washdowns.

14. Provide detailed proposed fees or charges;

    Payments are either hourly or subscription depending on the rider's selection. Our subscription packages which residents are more inclined to opt in for include monthly and biannual plans, currently at $30.00/mo. or $100.00 per 6 mo. Our hourly rate which visitors are more inclined to opt for are $25.00 per hour.

Proposed Approach to the Project

15. Describe Proposer's plan to prepare rental stations for operation and planned start date following County Notice to Proceed;

    Upon award of contract, PADL will deliver a station to each park. Stations will be held in PADL's inventory until delivery.

16. Description of handling paying of expenses and proper handling of sales and providing reports as required;

    PADL will send reports and payments on the 5th day of every month. Through agreed method, currently check.

17. Describe Proposer's marketing plan for the offerings and provisions of rental services.

    Please see attachment "marketing plan".

PROPOSED PUBLIC RELATIONS, MARKETING, SOCIAL MEDIA PLAN

In addition to our core business marketing plan, PADL will leverage our key connections within the hospitality industry and global customer base to maximize customer volume in the Parks. We plan to offer pre- and post-trip excursions and deploy the large network we have developed at our 40 locations.

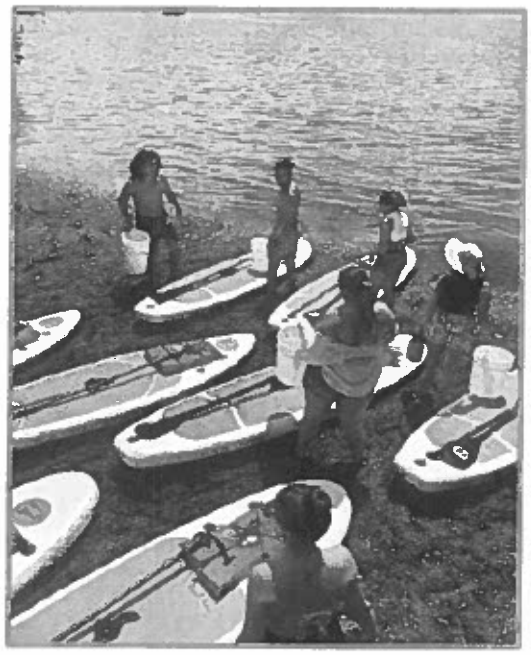
Our social media profiles are:

Site	Handle
Instagram	@ridepadl
Facebook	@ridepadl
TikTok	@ridepadl
Linkedin	Company: PADL
X (formerly Twitter)	@ridepadl

PADL Special Events

PADL's special events consist of recreational activities, wellness practices, and environmental conservation efforts. These events often include:

- Tour guides providing free paddling lessons.
- Yoga instructors providing classes on land and on paddle boards.
- Local band performances.
- Park and beach cleanups.



PADL special events are typically held in outdoor locations, such as parks and beaches, and are open to the public. PADL recently held an event at the Miami Marine Stadium, which was reportedly a success for the Park and the community. These events are organized with the goal of promoting healthy lifestyles, supporting local talent, and preserving the natural environment.

Prior to each event, all paddling equipment and yoga equipment is staged by the PADL team for the event attendees upon arrival. Attendees check in, sign all required legal documentation, and provide contact information. The event then kicks off with a

cleanup of the park and/or beach.

The PADL team explains the importance of the sensitive environments we operate in and why we must keep them clean and healthy from pollution and damage.

We offer refreshments and snacks, then provide paddling lessons to interested participants who want to go to the water. Some participants take a yoga lesson, and others will take on a paddling adventure. The group socializes and alternates until the end of the day when they part with a PADL gift. We also provide merchandise by local partners, and discounts for rides and memberships.

PADL team members, Marite Felix and Parker Lake manage PADL's special events. They create successful experiences for all participants, and lead efforts involving partnerships, promotions,and planning.

PADL partners with organizations who align with our vision and allow for cross promotion. Someexamples of our past partners are SmartWater, Bote Boards (top manufacturer of paddling equipment), and Fillabag (non-profit organization working to clean beaches and parks). Our events are promoted via local media, digital ads, and our existing customer base through social media and email.

We plan to hit the ground running.

In the **first three months,** we will:

- develop dedicated pages on our website.
- enable digital ads on Google and Facebook.
- rollout a targeted public relations campaign.
- work with local media to develop a partnership model for cross promotion.
- work with local organizations and vendors to develop a partnership model for crosspromotion.
- implement the signage in the store and on the Park together with the County.

Most important, PADL will implement a strong customer review feedback loop on Google, Bing, Facebook, Trip Advisor and Yelp.

PADL already has tens of thousands of active riders, and strong social media attention through channels on Facebook, Instagram, Twitter, Linkedin, and Youtube. We have a major web presence that deploys state-of-the-art search engine optimization (SEO). We will leverage these channels to best market the location, programming, events, tours, and lessons. Our optimization strategies will ensure a jump start for the operation.

In the first year adjust strategies as needed to best manage, refine, and optimize our marketing

efforts. We will allocate additional funds to areas that are working, and shift funds away from those that are ineffective. This target market is very local on the rental side and heavily tourist on the experience side. To maximize performance, we will leverage the data we have accumulated.

PADL 2024 Marketing Plan

Before we explain how we will promote PADLs goods and services in 2024, we will provide a mission statement as a snapshot of:

a. who we are.
b. why we do what we do.
c. why we choose to do it the way we do.

PADL Mission Statement

"To better the lives of one billion people by making outdoor activities more accessible."

Our mission continues with what gets us fired up (our passion ...):

"Our passion is to use innovative technology, quality equipment and convenience to create mass obsession about getting out in nature and taking care of our sharedenvironment."

There are two aspects of this "passion statement" that influence how we need to market and sell PADL's offerings:

create mass obsession

We need to reach tens of thousands of people with an evangelical zeal.

taking care of our shared

environment

We need our calls to action to include not only purchasing our product and service, but giving to those who protect the environment in which we play.

Our values:

- Passion
- Excellence
- Innovation

Evangelical Zeal

Internally, we have a lot of good news to share, and we have millions of people to share it with. We aspire to present our value proposition and inspire calls to action in front of hundreds of people each day to fulfill our mission of "creating mass obsession". To do this, we maintain a sense of urgency and an internal anxiety to always prospect.

Protecting the Environment

PADL proposes the creation of a foundation that benefits organizations that protect the natural environment. When a rider adds their payment method, we can ask them if they would like to contribute to an organization by rounding up their transactions and providing the round up to the PADL Cares foundation.

PADL cares

Want to make a difference?
Round up your charge to the next dollar to support PADL Cares on our mission to keep our coasts and waterways clean, plant mangroves and protect endangered species in the areas we operate.

☐ Yes, I want to round up each time I'm charged by PADL

Staying Organized

Reaching out to dozens of people per hour, hundreds per day, and thousands per month requires tight organization and division of labor. We propose that we use *Asana* to stay organized, keep track of tasksand to get the latest updates on the progress of each project. For now, tasks can be divided between Jose, Isabella, Marite, and Parker depending on availability and skill set. We suggest subcontracting a team of administrative assistants (Philippines, India) to support us with tasks and be more efficient.

Coordinating with 2024 Operational Strategy

In 2024, it is our understanding that stations will be consolidated throughout our network, meaning thatlow-utilization (LU) stations will close, and the equipment will be moved to nearby high-utilizations (HU) stations so that more riders can rent from there at any given time. This consolidation strategy informs our key goals for Q1 and Q2 of 2023.

- 2x utilization at the high-traffic stations by end of Q2 and 3x by end Q3.
- Revenue generating events in a different high-traffic station every other month.
    - We plan to get 20 people at $45 for event ticket including two-month membership.
- Focus on sales of memberships and tours.
    - Partner with brands with a big community (e.g. cleanup organizations, university clubs, gyms, hotels, and cruise lines).
    - Find ways to place our value proposition and calls to action (CTAs) in front of community members.

Prospecting Numbers

We propose to place our value prop and CTAs in front of

- 12,000 prospects monthly in Q1.
- 15,000 prospects monthly in Q2.
- 20,000 prospects monthly in Q3.
- 25,000 prospects monthly in Q4.

A snapshot of where we are prior to Q1 is as follows (stats for 30 days)

- IG and other social media: estimated 7,000 organic accounts reached.
- Website: 1,000 organic visits from search.
- In person pitches: unknown though likely negligible.
- Events: 10.

Hence, we propose to make 4,000 more "pitches" per month in Q1 increasing sales activity by 50%.

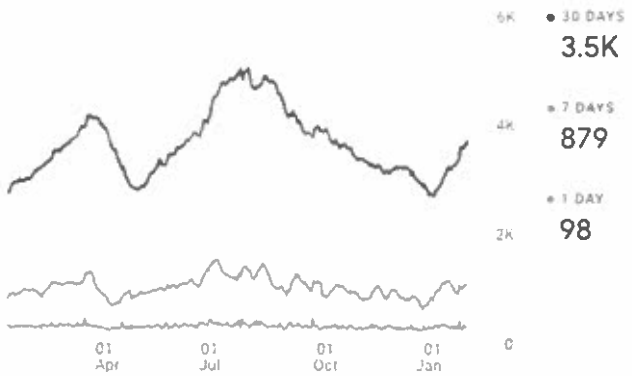
In Person Pitches

In person pitches can be as simple as hanging out at a high-traffic park with a PADL station such as Margaret Pace or can be as formal as a pitch to employees on a cruise line. PADL conversations are frequent, productive, and consistent.

- Memberships
    - Pitch the concept to 100 guests *daily* with the call to action to download the app.
    - 20% download the app (20 people).
    - 50% of those add payment method (10 people convert to riders *per day*).
    - That's 3,650 more members at the end of the year.
- Group Tours
    - Pitch the concept to five groups daily with the call to action to book a group tour.
    - 10% of those pitched book a tour on Peek.
    - That's a group tour booked once every two days.
- Individual Tours
    - Pitch the concept to 10 people daily with the call to action to book a tour.
    - 5% of those pitched book a tour.
    - That's an individual tour booked once every two days.

Website Improvements

- Add a call to action as you open the main page DOWNLOAD APP and BOOK TOUR.
    - Remember, only 10% of users scroll down!
- Add Reviews from Google (for rentals) and Fareharbor (for tours) to the website.
- Blog posts (one per week using Rank Math to optimize every article).
- Press releases every two months to create site backlinks and improve search ranking.
- This is current web performance showing that 3,500 searchers visit the site per month, more than a 3x increase year over year.



- We aim to 10X that performance by end of year and ensure that every visitor to the site is "pitched" with the call to action to DOWNLOAD APP and BOOK TOUR.

Instagram

- Boosts posts (expect to pay $20 per boosted post, once a week or about $1,000 year).
- Keep CTAs consistent and clear-cut (download app, book tour, rsvp for event, post #padlout photos).

Events

Events can have a theme or follow the standard structure of our PADL Parties (paddle boarding/kayaking/yoga/live music).

- Price: $45 (includes entrance to the event plus two-month PADL membership).
- Registration page embedded in PADL website.
- As riders arrive and check-in, they will scan a QR code to download the PADL App.
- We will encourage riders to leave a review at the Google maps location as they arrive at the event – there will be a QR code available to scan.
- All participants are encouraged to participate in monthly #padlout draw for free 6-month membership.

Proposed PADL Event Themes and Revenue Goals

- Fitness event (Jan):
    - Will include workout stations including HIIT, calisthenics, yoga and paddle boarding or a combination of those.
    - Partner with fitness instructors/gyms to provide the class and help promote the event.
    - Collab with local brands for drinks and snacks.
    - $45 to participate and includes two months of membership (with $30/month billedthereafter).
    - Leading up to the event, the focus will be on driving sales with a target of 20 participants ($900 in revenue per event).
    - Free to existing members.
    - Environmental event (April)
    - Cleanup / workshop.
    - Can be a beach cleanup or island clean up depending on the location.
    - Partner with non-profits.
    - Free to participants with recommended $20 donation to clean-up partner.
    - Target $400 in donations.
- Distance Paddle (June)
    - Will include a 5-mile paddle on PADL boards (approximately 45 mins to two hours depending on the rider and conditions).
    - Goodie Bag with drinks, snacks, and knick-knacks from sponsors.
    - Money goes to charity of our choice.
    - $75 to participate with $15 going to charity.
    - Sales target 20 participants ($1,200 in revenue for Paddle $300 raised in donations).
- PADL Party (August)
    - Include live music.
    - Food and drink from event sponsors.
    - Yoga and a short paddle tour.
    - $45 to participate and includes two months of membership (with $30/month billedthereafter).
    - Leading up to the event, the focus will be on driving sales with a target of 20 participants ($900 in revenue per event).
    - Free to existing members.
- Halloween Night Paddle (Oct)
    - A short paddle tour (one hour) wearing a costume.
    - $45 to participate and includes two months' membership (with $30/month billedthereafter).
    - Leading up to the event, the focus will be on driving sales with a target of 20 participants ($900 in revenue per event).
    - Free to existing members.
- Ugly Sweater Holiday Night Paddle (Dec)
    - A short paddle tour (one hour) wearing an ugly sweater.

- $45 to participate and includes two months' membership (with $30/month billed thereafter).
- Leading up to the event, the focus will be on driving sales with a target of 20 participants ($900 in revenue per event).
- Free to existing members.

University Campaigns

- Target Campuses with booth during Freshman orientation week
- Visit leadership at clubs / frats / international student organization to sell memberships.
- Give discount codes to frats (e.g. PHIDELTPADL23, DDDPADL23, QDOGPADL23).
- Sell group tours to clubs / frats / int. students at target price of $70/rider.

Non-PADL Events

- Look for opportunities to have a presence at events already happening that align with PADL (less work + more exposure = efficiency).

Monthly giveaway

- Each month, we will give away a 6-month PADL membership to one rider selected from those who post on social media and tag #padlout.
- Encourages engagement and utilization. Takes content creation burden off PADL marketing team.

Google Business Profiles

- Send push notifications in app to encourage riders to post Google Business Profile reviews on station just paddled.
- Upload pictures in google business profiles.
- After station consolidation, post every seven days in every remaining station's business profile.

Digital Marketing:

Because of the nature of PADL's business model, and having our riders spread all over FL and all over the world, we focus on having a strong digital marketing strategy that will engage our current riders and convert new riders into the PADL community.

We market in a systematic way and then spread the system to other locations.

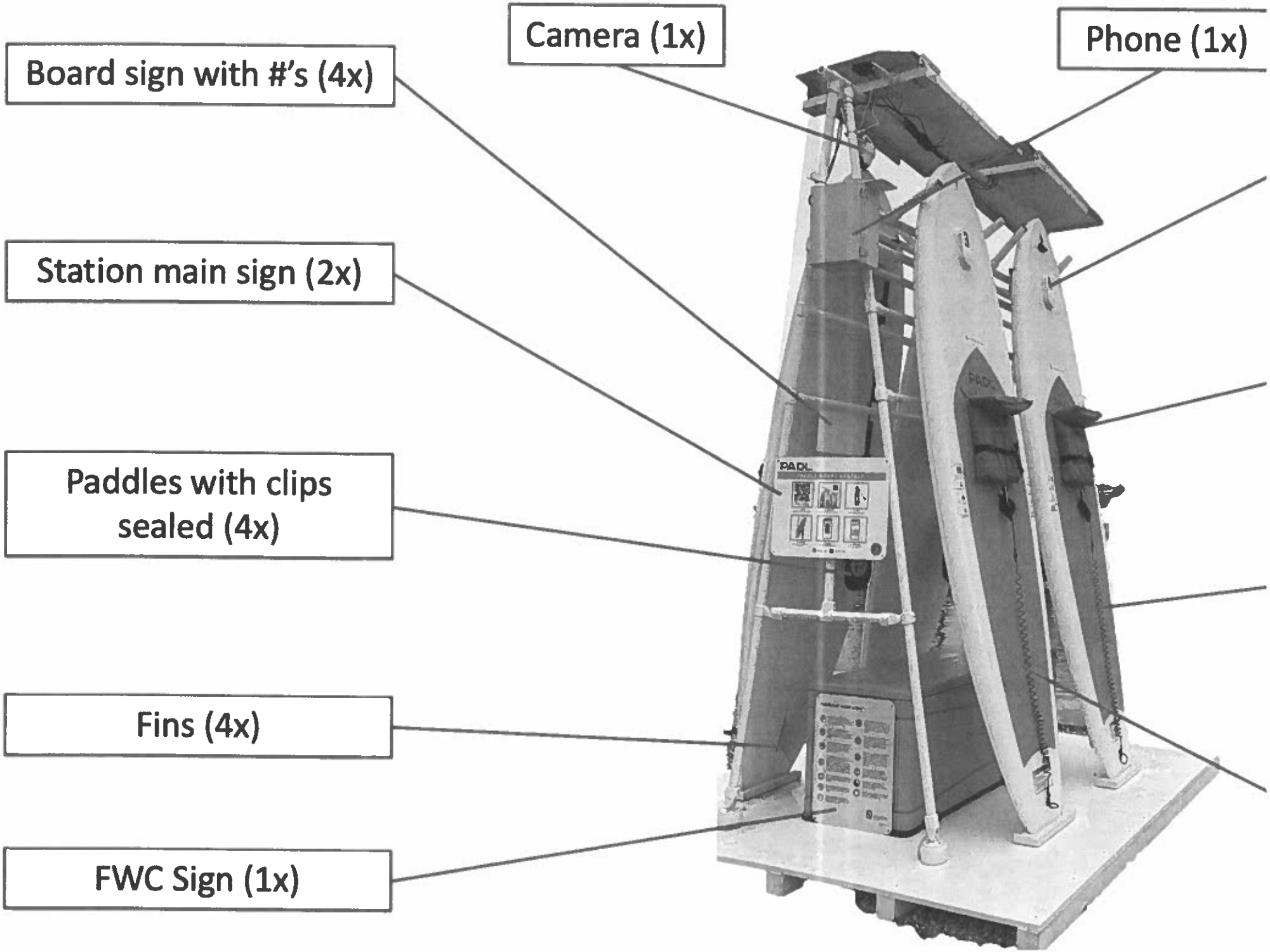
During the following years, we will continue to implement strategic partnerships, events featuring water sports champions, event sponsorships with local vendors, memberships in park associations, water sports groups, local schools and community organizations, and other groups. We will feature guest posts on appropriate websites, podcast interviews, and more.

Over the next four years, we will tweak the PADL Park system according to market conditions and shifts in consumer demands. As we are both local and travel focused, we are prepared to execute this strategy immediately.

PADL Signage

PADL uses various types of signs to convey information to onsite customers. These include self-standing A-frame signs, pole-mounted signs, wall-mounted signs, and fence-mounted signs. These signs provide directions, advertise products and services, and display important information to patrons.

PADL takes care to ensure that all signs are installed properly with the necessary authorizations. The company obtains necessary permits and follows local zoning laws and regulations. By adhering to these guidelines, PADL effectively communicates with customers while serving as a responsible member of the community.


Board sign with #'s (4x)
Camera (1x)
Phone (1x)
Station main sign (2x)
Paddles with clips sealed (4x)
Fins (4x)
FWC Sign (1x)
PADL

20% percent - Camp Chowenwaw - 1517 Ball Rd, Green Cove Springs, FL 32043
20% percent - Doctors Lake Park & Boat Ramp - 3108 Hwy 17, Orange Park, FL 32003
20% percent - Governor's Creek Boat Ramp - 1973 Hwy 17, Green Cove Springs, FL 32043
20% percent - Lake Brooklyn Boat Ramp - 7165 King St, Keystone Heights, FL 32656
20% percent - Lake Geneva Park & Boat Ramp - 6360 5th Street Keystone Heights, FL 32656
20% percent - Lakeshore Boat Ramp - 4300 Lakeshore Drive, Fleming Island, FL 32003
20% percent - Main Street Boat Ramp/Middleburg Boat Ramp - 3788 Main St, Middleburg, FL 32068
20% percent - Old Ferry Boat Ramp - 2231 Old Ferry Rd, Green Cove Springs, FL 32043

2023-2024-193 Paddleboard-Kayak Rental Stations - PADL (002) BCC#19

Final Audit Report 2024-06-04

Created:	2024-05-30
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnBfsJgl_W4QkfSAgFF32PrhjcrGklnHn

"2023-2024-193 Paddleboard-Kayak Rental Stations - PADL (002) BCC#19" History

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2024-05-30 - 6:35:55 PM GMT

Email viewed by clayesign@claycountygov.com
2024-06-03 - 1:41:05 PM GMT

Signer clayesign@claycountygov.com entered name at signing as Jim Renninger
2024-06-03 - 1:42:04 PM GMT

Document e-signed by Jim Renninger (clayesign@claycountygov.com)
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2024-06-03 - 1:42:09 PM GMT

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2024-06-04 - 4:55:43 PM GMT

Signer bccdocs@clayclerk.com entered name at signing as Tara S Green
2024-06-04 - 4:56:02 PM GMT

Document e-signed by Tara S Green (bccdocs@clayclerk.com)
Signature Date: 2024-06-04 - 4:56:04 PM GMT - Time Source: server

Document emailed to Andres Avello (andres@padl.co) for signature
2024-06-04 - 4:56:07 PM GMT

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Email viewed by Andres Avello (andres@padl.co)
2024-06-04 - 5:04:55 PM GMT

Document e-signed by Andres Avello (andres@padl.co)
Signature Date: 2024-06-04 - 5:05:15 PM GMT - Time Source: server

Agreement completed.
2024-06-04 - 5:05:15 PM GMT

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REQUEST FOR PROPOSAL

23/24-068

PADDLEBOARD & KAYAK RENTAL STATIONS

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: April 8, 2024

LAST DATE FOR INQUIRIES: April 11, 2024, 4:00 pm

BID DUE: April 22, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/claycounty

Clay County

REQUEST FOR PROPOSAL

Paddleboard & Kayak Rental Stations

I. Introduction .....

II. Instructions to Bidders .....

III. Scope of Work .....

IV. Evaluation Phases .....

V. Supplier Questionnaire .....

Attachments:

A - Chapter 8

B - Certificate of final payment

D - Certificate of partial payment

E - EFT FORM

F - W-9

1. Introduction

The mission of the Purchasing Department is to provide fair and equitable treatment of all persons involved in public purchasing by the County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1.1. Summary

Bidders shall submit all inquiries regarding this RFB in the "Question and Answer" tab of the RFB. See "Inquiries/Questions" in the "Instructions to Bidders" below for more information.

Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County employee, including the County Manager, the County Attorney or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Bids in any respect during the Request for Bid Period. The Request for Bid Period during which no contact may occur commences from the date of publication of the notice of a Request for Bids and ends upon a Bid Decision becoming final, i.e. after the notice of bid protest period of 72 hours has expired. However, in the event of a notice of protest, the no contact rule continues in place during the Protest Period and does not end until a resolution of the protest has occurred and become final. The following exceptions exist to the no-contact rule:

A. Inquiries may be submitted to the Purchasing Department if specifically provided in the Request for Bids;

B. Pre-bid conferences provided for in the Request for Bids; and

C. Formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

The Board reserves the right and power to reject any and all Bids without cause and to waive technical and non-technical or non-material defects in the Request for Bids or submittal of any Bid, and in its discretion to re-advertise the Request for Bids. The Board reserves the right to award Request for Bids which would be in the Best Interest of the County. Interested vendors are advised that the Clay County Board of County Commissioners has a local preference policy and Buy American policy. The complete policy for both can be viewed at: https://www.claycountygov.com/government/purchasing/vendor-information.

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT:https://procurement.opengov.com/portal/claycounty?status=all.

THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT:https://www.claycountygov.com/government/purchasing/formal-bid-solicitations

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN

NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

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

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

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

1.2. Background

The primary purpose of this initiative is to establish a comprehensive paddleboard and kayak rental service across various parks and boat ramps in Clay County. This service aims to enhance the recreational and tourism potential of Clay County's waterways, making them accessible and enjoyable for both residents and visitors. By providing quality paddleboard and kayak rental options, the service is designed to encourage outdoor activities, promote health and wellness, and increase the appreciation of the county's natural resources and scenic beauty. Furthermore, it seeks to foster community engagement and contribute to the local economy. This venture also emphasizes responsible and sustainable use of environmental resources, ensuring minimal impact on the county's natural habitats. The initiative is aligned with Clay County's broader goals of promoting tourism, providing high-quality recreational options, and ensuring the safety and satisfaction of all patrons of Clay County's Parks.

1.3. Contact Information

If you need immediate assistance, at any point during the solicitation process, please email the Purchasing Department at: Purchasing@Claycountygov.com in addition to the Purchasing Department Staff Member listed below.

The Department information listed below is strictly for visibility. Bidders are not to contact any agent of the County regarding the Request for bids in any respect during the Request for Bid Period.

Inquiries may only be submitted to the Purchasing Department.

Stephanie Puhalla
Buyer II
477 Houston Street
Green Cove Springs, FL 32043
Email: stephanie.puhalla@claycountygov.com
Phone: (904) 793-3151

Department:
Parks and Recreation

Department Head:
Justin Pierce
Parks and Recreation Director

1.4. Timeline

The proposed dates for the Evaluation Committee and Recommendation are subject to change.

It is the responsibility of the Bidder to monitor the County's calendar and Board of County Commissioner Meeting Agendas for any adjusted dates.

The County reserves the right to alter dates as needed.

Clay Today Advertisement Date	April 4, 2024
OpenGov Advertisement	April 8, 2024
Last Date of Inquiries	April 11, 2024, 4:30pm
Final Addendum	April 18, 2024, 4:30pm
Bid Due	April 22, 2024, 4:00pm
Bid Open	April 23, 2024, 9:00am Clay County Administration Building Fourth Floor 477 Houston Street Green Cove Springs, Florida 32043

Evaluation Committee Meeting (Mandatory)	April 30, 2024, 2:00pm Clay County Administration Building Fourth Floor 477 Houston Street Green Cove Springs, Florida 32043
Recommendation to Board of County Commissioners	May 14, 2024, 4:00pm Clay County Administration Building Fourth Floor 477 Houston Street Green Cove Springs, Florida 32043

2. Instructions to Bidders

2.1. Instruction to Bidders:

The term 'RFB' (Request for Bids) used throughout this solicitation is intended to be all-inclusive, encompassing competitive processes, such as Request for Bids (RFB), Request for Proposal (RFP), Request for Qualifications (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, and any similar solicitations. These instructions are derived from Clay County's purchasing policy.

2.2. Response to Request for Bids:

The County posts and distributes information pertaining to its RFB's on the County's e-Procurement Portal. In order to submit a Bid to this RFB the Bidder must be registered with the County's e-Procurement Portal.

The Bid, containing all required documents, must be received by 4:00 pm on Monday, April 22, 2024 electronically. Any required uploaded documents should be in PDF format and be labeled correctly, unless the Bid states otherwise. The PDF document should be titled with the Bidders name and RFB number.

THE COUNTY NOR THE PUBLIC PORTAL PLATFORM WILL ACCEPT LATE SUBMITTALS

The Bidder should retain a copy of all Bid documents for future reference.

All Bids should be submitted by an officer or employee having authority to bind the Bidder.

2.3. Addenda:

All Addenda language issued shall become part of the RFB and Contract documents, and receipt of Addenda must be acknowledged by the Bidder. If issued, Bidders will receive addenda notifications to their email once they have followed the RFB. Failure to acknowledge Addenda which have no effect on the competitive nature of the Bidding process may be a waivable deviation at the County's sole discretion. Ultimately, it is the sole responsibility of each Bidder to periodically check the County's e-Procurement Portal for any Addenda.

2.4. Addenda Distribution:

All Addenda distributed subsequent to the initial distribution of the RFB shall be posted in the County's e-Procurement Portal. It is the responsibility of the Bidder to verify if any Addendum(s) have been issued prior to submitting a Bid to an RFB. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.

2.5. Additional Evaluation:

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

2.6. Americans with Disabilities Act:

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator, by mail, at P.O. Box 1366, Green Cove Springs, FL 32043, or by telephone at (904) 269-6300, no later than three (3) days prior to

the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay service at 1-800-955-8770 (voice), or 1-800-955-8771 (TDD).

2.7. Award:

Bid Awards for Request for Bids (RFB), where competitive price offer is the only determining factor, shall be awarded based on the lowest responsive and responsible bid. Awards for alternative competitive processes, such as a Request for Proposal (RFP), Request for Qualification (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, should be based on evaluation criteria specified in the request, in addition to price, to determine what is in the Best Interest of the County.

The term "Lowest Responsive Bid" shall mean the lowest Bid price submitted by a Responsive and Responsible Bidder.

The term "Responsive Bidder" means a Bidder that has submitted a Bid, Proposal or reply that conforms in all material respects to the Request for Bids.

The term "Responsible Bidder" means a Bidder who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

The County reserves the right to make an award either in part or completely, and/or to accept the bid that, in its judgment, will be in the best interest of the County; providing best value to the County with price, technical, and other applicable factors considered.

The County Reserves the right to award to multiple Bidders.

2.8. Bid Bond:

If provided for in the RFB Advertisement, Introduction Timeline, or Supplier Questionnaire Section; Bids require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

Any Cashier or Certified Check must be uploaded with the Bid and the original Cashier or Certified Check must be received by the Purchasing Department no later than two (2) business days after the RFB due date.

The following are exempt from the Bid Bond requirement:

a. **SHIP** - Bidders bidding on SHIP rehabilitation projects are exempt from the Bid Bond.

b. **Fixed Unit Price** - Bidders bidding on Contracts with a fixed price, or any other type of Contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a Fixed Unit Price Commitment from a Bidder in the event a future purchase decision is made.

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

2.9. Bid Errors:

In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Bidders are expected to examine the RFB in its entirety . Failure to do so will be at the Bidder's risk.

2.10. Bid Preparation Costs:

By submission of a Bid, the Bidder agrees that all costs associated with the preparation of Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the RFB process.

2.11. Bid Protests:

Any person who is adversely affected by a RFB, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be found in the County Purchasing Policy, Chapter 8 Section (I) which is attached hereto or can be found on the County's website at: https://www.claycountygov.com/government/purchasing/vendor-information

2.12. Business Registration Requirement:

In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that Supplier. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online-filing is available at: http://dos.myflorida.com/sunbiz

2.13. Cancellation of RFB:

Clay County reserves the right to cancel a RFB at any time prior to approval of the award. The decision to cancel a RFB cannot be the basis for a protest under the Bid Protest Procedures as referenced herein.

2.14. Conflict of Interest:

The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their Bid any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all Bidders must disclose the name of any Clay County Board of County

Commissioners employee who owns, directly or indirectly, an interest of the Bidder or any of its branches.

2.15. Contractor Qualifications and Requirements:

All Contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of responding to a RFB and must submit evidence of such at the time of submission of any Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work. Said licenses shall be in the Bidder's name as it appears on their Bid. Bidders shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract. Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Sub-Contractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):
Florida Law and Rules of the State of Florida, Department of Transportation, require Contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than $250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement listed on the Pre-Qualification Form and meet the qualifications listed at: https://www.fdot.gov/contracts/prequal-info/prequalified.shtm

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

2.16. Copyright Restrictions:

Both the County seal and the County logo are registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

2.17. Deviations:

Bidders are hereby advised the County will only consider Bids that meet the RFB requirements in its entirety. In instances where a deviation is stated in the Bid, said Bid will be subject to rejection by the County.

2.18. Drug Free Workplace

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business

that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

(3) Give each employee engaged in providing the commodities or contractual services that are under 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 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 Florida Statute.

2.19. Execution of Contract:

The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties. The County permits the use of electronic signatures between the County, Suppliers, other agencies, customers, and members of the public in carrying out transactions by entry into Contracts, memorandums, or other types of agreements. Electronic signatures shall have the same force and effect as manual written signatures. Each person signing on behalf of the parties to a Contract must have full authority to execute the Contract on behalf of such party. The use of electronic signatures does not limit the County's right or option to conduct a transaction in non-electronic form nor does it affect the obligation to have original hand-written signatures when required.

2.20. Indemnification:

Construction Services (per FS 725.06):
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

Design Services (per FS 725.08):
To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and employees, from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

Non-construction Services:
The Contractor shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders, and/or judgments, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal or bodily injury, damage to or loss of property, loss of monies, death, or other loss, arising out of, by reason of, or in any manner connected with or related to the Services provided under this Agreement.

2.21. Inquiries/Questions:

Bidders shall submit all inquiries regarding this RFB in the "Question and Answer" Tab of the RFB via the County's e-Procurement Portal, located at https://procurement.opengov.com/portal/claycounty. Please note the deadline for submitting inquiries listed in the the RFB's Timetable. Once issued, Bidders will receive addenda notifications to their email once they have followed the RFB.

For more information/instruction on how to submit an inquiry/question, please visit:
https://opengov.my.site.com/support/s/article/12c62371-147b-45f4-9bcd-cf2ce5f58259

2.22. Insurance Requirements:

Awarded Bidder has 10 days from the execution of the Agreement to provide a Certificate of Insurance that is compliant with the required coverage.

a. **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury (project specific aggregate may be required for construction projects)
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
- $50,000 each occurrence for Damage to Rented Premises
- $5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

b. **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Bidder does not own vehicles, the Bidder shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

c. **Workers' Compensation and Employer's Liability**

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability $100,000 Each Accident

$500,000 Disease Policy

$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Bidder waives, and the Bidder shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Bidder must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Bidder who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Bidder's employees, leased employees, volunteers, and any workers performing work.

d. **Property Coverage (Builder's Risk)** – *Applies to Construction related Projects*

Coverage must be afforded in an amount not less than 100% of the total Project value, including soft costs, with a deductible of no more than $25,000 each claim. Named Windstorm Deductibles, if any, must be disclosed to the County.

Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Waiver of Occupancy Clause Endorsement, which will enable the County to occupy the property/structure under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment
- LEG2 Coverage or equivalent

For installation of property and/or equipment, Builder's Risk Installation insurance must be provided to include coverage for materials or equipment stored at the Project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

The Property Coverage (Builder's Risk) policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the County as a loss payee. Additionally, the County shall be named as an Additional Insured for its interest in the property/structure and for any materials purchased directly by the County. This insurance shall remain in effect until the work is completed and the property has been accepted by the County.

e. **Professional Liability and/or Errors and Omissions** – *Applies to Projects involving Professional Services*

Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate.

Insurance must be kept in force until the third anniversary of the expiration or termination of any Contract that may be entered into between the parties.

f. **Umbrella/Excess Insurance**

If the Bidder's primary insurance policy/policies do not meet the minimum requirements, the Bidder may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

Providing and maintaining adequate insurance coverage is a material obligation of the Bidder. Upon being awarded the Bid and prior to commencement of the Services, the successful Bidder must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds".** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claimsmade form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Contract or prior. The Contract number, Bid number, event dates, or other identifying reference must be listed on the certificates of insurance.

The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Bidder to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Contract term goes beyond the expiration date of any insurance policy, the Bidder shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Contract until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Bidder agrees to immediately suspend its operations until replacement insurance is obtained and verified.

Any exclusions or provisions in the insurance maintained by the Bidder that excludes coverage for work or services contemplated under the Bid shall be deemed unacceptable, a material violation of the County's Bidding requirements, and shall be considered a breach of any Contract entered into after a Bid Award.

It is the successful Bidder's responsibility to ensure that all independent and subcontractors comply with the insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Bidder.

The County Manager may modify the insurance requirements for particular projects and/or Services.

2.23. Laws and Regulations:

The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this RFB. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

2.24. No Bid:

Each Bidder not intending to Bid should select the "No-Bid" button on the main screen of the posted RFB.

For more information/instruction on how to submit a "No-Bid", please visit:
https://opengov.my.site.com/support/s/article/c529de59-be0a-458f-82b0-9aaa0e3dfac1

2.25. No Contact Period:

Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County employee, including the County Manager, the County Attorney or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for bids in any respect during the Request for Bid Period.

The Request for Bid Period during which no contact may occur commences from the date of publication of the notice of a Request for Bids and ends upon a Bid Decision becoming final, i.e. after the notice of bid protest period of 72 hours has expired. However, in the event of a notice of protest, the no contact rule continues in place during the Protest Period and does not end until a resolution of the protest has occurred and become final.

The following exceptions exist to the no-contact rule:

A. Inquiries may be submitted to the Purchasing Department if specifically provided in the Request for Bids;

B. Pre-bid conferences provided for in the Request for Bids; and

C. Formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

2.26. Payments:

All payments will be made in accordance with the Local Government Prompt Payment Act; related to non-construction services and construction services, as it may apply.

2.27. Performance and Payment Bond Requirements:

Awarded Bidder has 10 days from the execution of the Agreement to provide a compliant Performance and Payment Bond.

Performance and Payment Bonds are not required for projects of $200,000.00 or less. Prior to commencement of a project exceeding $200,000.00, in accordance with F.S. 255.05, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove

Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.

2.28. Public Entity Crimes:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted Supplier list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Supplier list. By submitting a Bid - Bidder attests that they have not been placed on the Convicted Supplier List.

2.29. Public Records:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Bids are public record. If the Bidder considers any portion of the documents, data or records within their Bid to be confidential and/or proprietary and which they believe to be exempt from disclosure, the Bidder must mark the document/response as "Confidential" in the applicable section, citing specifically the applicable exempting law and provide the County with a separate redacted copy of its Bid. Each RFB will provide a submittal section for a separate redacted copy.

In the event of a request for public records that is in accordance with the above mentioned authority, to which documents that are marked as confidential are responsive, the County will provide the Redacted Copy to the requestor. The Bidder acknowledges that if the Bidder fails to submit a redacted copy of information it claims is confidential, the County is authorized to produce the entire documents, data or records submitted to the County in answer to a public records request for these records.

2.30. Qualification:

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Bidder in order to make the final determination of acceptability of the Bidder.

At the sole discretion of the County, such determination may result in the Bidder being deemed non-responsive.

2.31. Rejection:

The Board reserves the right to reject any and all Bids without cause and to waive technical and nontechnical or non-material defects in the request or submittals of any Bids.

2.32. Scrutinized Companies Certification:

In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the Bid.

2.33. Sub-Contractors:

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

2.34. Use of Contract by other Government Agencies:

At the option of the Supplier/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.

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

2.35. Supplier Debarment:

By submitting a Bid, the Bidder certifies that it is not currently debarred from submitting Bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting Bids for contracts issued by any subdivision or agency of the State of Florida.

2.36. Waiver of Formalities/Rejection of Bids:

The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

2.37. Withdrawal of Bid:

Bids may be withdrawn by selecting "Unsubmit Proposal" at the bottom of the Bidders "OpenGov Proposal" screen before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force

for a minimum of One Hundred and Twenty (120) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

For more information/instruction on how to Withdrawal a Bid, please visit:

https://opengov.my.site.com/support/s/article/4f4218bf-7da6-4fc6-b0c3-7eade0776ebe

3. Scope of Work

3.1. Purpose

Clay County Board of County Commissioners is seeking qualified Proposer(s) to operate a paddleboard and/or kayak rental services at various parks/boat ramps that provide waterway access throughout Clay County, Florida. The County aims to establish a high-quality, safe, and environmentally conscious paddleboard and kayak rental service that enhances outdoor recreational opportunities, supports tourism, and contributes to the economic and social vitality of Clay County.

The County reserves the right to award to multiple Proposers. The sale of food and beverages is strictly forbidden and must not be included in any proposal pertaining to this RFP. Above all, the design and appearance of each proposed station must be aesthetically pleasing and complimentary to the surrounding park lands.

3.2. Scope

The Proposer may offer manned stations and/or automated rental stations. The Proposer shall be responsible for verifying any and all information and to familiarize themselves with the site location and work required, prior to submitting a proposal. Proposers are expected to examine the property and identify its suitability for this rental operation. The County makes no guaranty or warranty, either expressed or implied, with respect to the property.

The successful Proposer must provide:

A. **Furnishings and Equipment**: The successful Proposer must provide all necessary items for a paddleboard and/or kayak rental station, including kayaks, paddleboards, safety equipment, and other related supplies. The Proposer shall provide a complete list of rental equipment that will be provided to include:

   - Type and brand of paddleboards and/or kayaks to be rented.
   - Types of personal flotation devices to be used.
   - Types of paddles and any other standard rental equipment.

B. There must be a minimum of four (4) paddleboards and/or kayaks per location. Based on the demand for rentals and available space, the County shall have the option to confer with the successful Proposer and approve an increase in the number of vessels stored on site.

C. **Compliance with Regulations**: Be responsible for reviewing and complying with all applicable Local, State, and Federal rules, regulations, statutes, ordinances, including but not limited to laws governing operation of paddleboard and/or kayak rentals and any requirements of governmental entities applicable to Proposer's use of property location(s).

D. **Equipment Storage**: Paddleboards and/or kayaks may be brought into the park on storage trailers/stands and the successful Proposer may operate from such.

E. **Inspection of Property**: Locations considered for rental stations are available for independent inspection during normal park hours.

F. **Property Condition**: Acknowledge the rental properties are offered "AS IS." Installation of temporary improvements or structures requires the County's express written approval.

G. **Installation of Racks and Tents**: May be authorized to erect an agreed upon amount of racks capable of storing equipment. These improvements may also include a temporary tent with roll down sides. The successful Proposer must abide by any environmental rules governing site improvements, temporary structures or related items, as well as any permitting requirements.

H. **Utility Availability**: Electricity and water may not be available on the rental site, depending on location.

I. **Equipment Acquisition**: All desired equipment must be purchased by the successful Proposer at their own expense.

J. **Technology Integration**: Each location must be connected via mobile devices to facilitate reservations, payments, and tracking.

K. **Automated Locks**: May use automated locks with the equipment.

L. **Clear Policies**: Provide transparent policies regarding reservations, cancellations, and refunds.

M. **Public Rights and Dignity**: The public's right shall not be infringed upon by any activity of the successful Proposer or any of its personnel. The activities of the successful Proposer shall be to render service to the public in a dignified manner. The successful Proposer shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the successful Proposer.

N. **Safety and Convenience**: Ensure that rental of all paddleboards and/or kayaks shall be done in accordance with all applicable regulations and in compliance with all applicable regulations and recommendations to the basic safety regulations. The successful Proposer will adhere to the program as approved by the County for all rentals under the Contract. The successful Proposer shall post an emergency number and email where the public can report any incidents. Operation in a manner ensuring public safety and convenience. If offering training or lessons, staff must possess the necessary skills for safe and effective instruction.

O. **Customer Service**: Provide efficient customer service to answer questions and provide information concerning, among other things: rental process, pricing, locations, billing, and handling of incidents and complaints.

P. **Competitive Pricing and Quality**: Offering of quality equipment and services at prices consistent with similar local facilities.

Q. **Visibility of Pricing**: All pricing for all goods and services must be posted and visible for all customers.

R. **Maintenance of Facilities and Equipment**: Maintenance of all facilities and equipment in a clean and sanitary condition. Equipment shall be kept and maintained in a safe and seaworthy condition.

S. **Security and Storage**: Security and storage of necessary equipment will be the responsibility of the successful Proposer. The successful Proposer may be authorized to store equipment at the property location(s), in an area designated by the County and Parks Manager.

T. **Environmental Preservation**: Commitment to preserving natural resources and minimizing negative impacts on park and waterway areas.

U. **Operation Responsibility**: Sole responsibility for the operations and maintenance of all equipment.

V. **Operational Deadline**: Expectation is to have operations fully functional by no later than June 30, 2024.

Service Locations

The following are waterfront locations considered for rental stations. Proposers do not have to provide services at all locations to be considered for award.

- Camp Chowenwaw - 1517 Ball Rd, Green Cove Springs, FL 32043
- Doctors Lake Park & Boat Ramp - 3108 Hwy 17, Orange Park, FL 32003
- Governor's Creek Boat Ramp - 1973 Hwy 17, Green Cove Springs, FL 32043
- Lake Brooklyn Boat Ramp - 7165 King St, Keystone Heights, FL 32656
- Lake Geneva Park & Boat Ramp - 6360 5th Street Keystone Heights, FL 32656
- Lakeshore Boat Ramp - 4300 Lakeshore Drive, Fleming Island, FL 32003
- Main Street Boat Ramp/Middleburg Boat Ramp - 3788 Main St, Middleburg, FL 32068
- Old Ferry Boat Ramp - 2231 Old Ferry Rd, Green Cove Springs, FL 32043

Hours of Operation

Minimum operating hours shall be 8:00 a.m. to sunset, seven (7) days a week, including holidays. The County may authorize a change in hours of operation, if such a change is desirable in providing the best service to the public.

Marketing/Tourism

The successful Proposer shall maximize all opportunities through sponsor partnerships and build continuing relationships within the County, Municipalities, mission sponsors, industry partners and local vendors in order to continue to expand and grow this project. The successful Proposer shall work closely and consistently with the Clay County Tourism Department and the County's Tourism Related Businesses to meet all goals regarding marketing, visitor research and other programs that will

be mutually beneficial for both the County and the successful Proposer. The successful Proposer shall operate a mutually beneficial website and/or social media.

Reporting

The successful Proposer shall supply monthly reports including, but not limited to, the following:

- Number of rentals, including repeat rentals
- Route usage
- Zip code of renter

The successful Proposer is encouraged to provide reporting from website and/or social media analytics to support Marketing/Tourism efforts.

3.3. Qualifications

Proposers must demonstrate the ability to provide safe, consistent and reliable services that will:

- Provide recreational outdoor options to residents and visitors of Clay County.
- Maximize the public's use and enjoyment through healthy activities.
- Foster an awareness and appreciation of the natural environment.
- Encourage tourism.
- Provide an accurate and verifiable system to account for all revenue collected.
- Provide an accurate and verifiable system to determine the dates and times of operation.
- Adequately compensate the County.
- Provide patrons with safe, high quality paddleboards and/or kayaks for rental at reasonable prices.
- Provide adequate safety equipment including approved floatation devices and distress whistles for each patron.
- Provide adequate communication equipment to manage the operation.

3.4. Personnel (if applicable, for manned stations)

A. All persons involved in rental operations are required to undergo a background check and drug test at the successful Proposer's expense. In addition, it is the successful Proposer's responsibility to ensure all new hires, officers, and agents, are communicated to the County after completion of the background checks and drug testing.

B. The County reserves the right to request random drug testing of all of the successful Proposer's personnel at the Proposer's cost.

C. All personnel of the successful Proposer shall be neatly attired in uniform/T-shirts that identify them as personnel of the successful Proposer.

D. The design of such uniforms shall be subject to the prior approval of the County. All uniforms worn shall be maintained in a neat and clean manner.

E. All personnel of the successful Proposer shall wear identification badges that will be furnished by and at the expense of the successful Proposer. No individual shall be permitted to work without identification.

3.5. Independent Contractor

The successful Proposer will operate as an independent contractor and are not considered to be County personnel. The Proposer must obtain all County and/or City licenses as applicable.

3.6. Signs

The successful Proposer shall not place any sign or advertisement upon any property of the County without written approval by County.

3.7. Permit & Fees

The Proposer shall comply with all applicable State and local laws, ordinances, codes, and regulations. This project is not exempt from permit fees and permit fees must be paid to the County Building Department and/or Municipality by the Proposer.
For questions about permitting please contact:

Clay County Building Department

Phone: (904)269-6307

Email: permits@claycountygov.com

Website: https://www.claycountygov.com/government/building

All applicable permits, fees, licenses, and final County and municipality inspections are the responsibility of and will be paid for by the Proposer as specified in the plans.
All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the awarded Contract, including any related inspection fees.
Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Proposer.

3.8. Compensation

In consideration for the right and privilege to conduct operations, the successful Proposer must compensate the County with a Revenue Share Fee. This fee shall be inclusive of gross receipts less the net sales tax. The County reserves the right to audit any financial documentation at any time.

3.9. Term

The award will result in a one (1) Year Agreement with the County reserving the right and option to extend the Agreement for an additional two (2) periods of twelve (12) months each upon written approval.

All Proposers must be licensed to do business in the State of Florida at the time of submission.

3.10. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the contract.

3.11. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified Bidder that meets all requirements of the RFP. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

3.12. Damage to Public or Private Property

If property (public or private) is damaged while Proposer is performing the service specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Proposer in a manner acceptable to the County prior to the final acceptance of the work. Proposer will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, bulkheads, etc.
Proposer must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Proposer shall notify the County Project Manager or designee in writing. Failure to do so shall obligate the Proposer to make repairs per the above section. Any damage to the roads, facilities, services, utilities, irrigation systems, park or street furniture, tree stakes or straps, vegetation, etc., caused by the action of the Proposer shall be repaired or replaced at the expense of the Proposer to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in an invoice due to the County.

Should the County have any expenses incurred due to the Proposer not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

3.13. Compliance with Occupation Safety and Health Act

The Proposer warrants that the product, products, or services supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and Proposer employee incidents.

Proposer certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Proposer further certifies that, if he is the successful Proposer, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Proposer and their employees shall be ANSI certified and meet OSHA standards.

3.14. Cancellation of Contract

If the awarded Proposer fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and scope established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Proposer.

3.15. Additional Services

If the County and/or awarded Proposer identifies any additional services to be provided by Proposer that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Proposer.

4. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience and Past Performance (25 points)** Describe the Proposer's past performance, experience in providing stations and its knowledge of business operations and legal requirements associated with this type of operation. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. Where possible, list and describe those projects performed for government clients or similar size private entities. The description should identify for each project: 1) Client Name with contact person, phone number and email 2) Description of work 3) Total dollar value of the contract 4) Dates covering the term of the contract 5) Results of the project	N/A	N/A

2.	**Proposed Approach to the Project (30 points)** A. Describe the types of rentals planned. B. Describe the structure of the rental stations. C. Attach aerial photos and descriptions of the proposed sites for the paddleboard/kayak station locations at each service location listed in the scope of work. D. Describe understanding, experience and methods used in enforcing the restrictions placed to deal with such matters as: 1) Customers following strict safety guidelines; 2) Customers obtaining proper training prior to engaging in rentals; 3) Limitations on the number of customers participating at one time; 4) Requirement of customers maintaining distances and being considerate of other patrons of the Park. E. Provide information concerning all necessary licenses and certifications. F. Provide sample of waiver/release of responsibility. Describe how Proposer will address this requirement with patrons for utilization of equipment. G. Describe policies and procedures for ensuring a safe and well-maintained operation, including Local, State, and Federal requirements and required safety equipment; H. Describe daily rental procedures and meeting requirement for having patrons sign waivers; I. Describe standards for providing excellent customer service and prompt complaint resolution;	N/A	N/A

	J. Describe employee hiring practices (if applicable); K. Describe the program for safety and maintenance of equipment and proper storage; L. Describe approvals and installation of signage; M. Describe management and maintenance of the rental stations and surrounding area; N. Provide detailed proposed fees or charges; O. Describe Proposer's plan to prepare rental stations for operation and planned start date following County Notice to Proceed; P. Description of handling paying of expenses and proper handling of sales and providing reports as required; Q. Describe Proposer's marketing plan for the offerings and provisions of rental services.		
3.	**Safety/Emergency Plan (10 points)** Provide a description of how the safety of the public will be protected during operations with equipment, procedures, training, etc. Outline hurricane/tropical storm protocols, pandemic protocols, loss of paddleboard/kayak, lost contact with renter, etc.	N/A	N/A

4.	**Financial Ability (20 points)** A. Provide a breakdown of the estimated up-front costs for starting the rental stations including costs for the proposed equipment. B. Describe in detail Proposer's ability to access and/or provide all the necessary funding for startup costs and to maintain operations. C. Provide list of current assets and equipment utilized in existing operations.	N/A	N/A

5.	**Revenue Share Fee (15 points)** The successful Proposer shall pay to the County a percentage of total monthly gross revenue net sales tax. Please indicate the Revenue Share Fee Percentage for each location proposed, by uploading your own pricing and percentage document. • _____ percent - Camp Chowenwaw - 1517 Ball Rd, Green Cove Springs, FL 32043 • _____ percent - Doctors Lake Park & Boat Ramp - 3108 Hwy 17, Orange Park, FL 32003 • _____ percent - Governor's Creek Boat Ramp - 1973 Hwy 17, Green Cove Springs, FL 32043 • _____ percent - Lake Brooklyn Boat Ramp - 7165 King St, Keystone Heights, FL 32656 • _____ percent - Lake Geneva Park & Boat Ramp - 6360 5th Street Keystone Heights, FL 32656 • _____ percent - Lakeshore Boat Ramp - 4300 Lakeshore Drive, Fleming Island, FL 32003 • _____ percent - Main Street Boat Ramp/Middleburg Boat Ramp - 3788 Main St, Middleburg, FL 32068 • _____ percent - Old Ferry Boat Ramp - 2231 Old Ferry Rd, Green Cove Springs, FL 32043	N/A	N/A

5. Supplier Questionnaire

5.1. Response Acknowledgement *

The Bidder acknowledges the following:

The Bidder respond to this RFB in the manner that is being requested of me.

The Bidder is not to add embedded links to any documents, as they will not be accessed / reviewed / evaluated. Hyperlinks are defined as a link from a hypertext file or document to another location or file, typically activated by clicking on a highlighted word or image on the screen.

When a document is required to be uploaded, it must be in PDF format. If the document is not in PDF format, it will not be accessed / reviewed / evaluated.

The Bidder is not to add any hyperlinks or embedded links to response boxes within the questionnaire, as they will not be accessed / reviewed / evaluated.

☐ Please confirm

*Response required

5.2. Section 287.05701, Florida Statutes - Prohibition against considering social, political, or ideological interests in government contracting*

Bidders are hereby notified of the provision of section 287.05701, Florida Statutes, as amended, that the Clay County Board of County Commissioners will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

The Bidder acknowledges they were notified of the provisions in section 287.05701, Florida Statutes.

☐ Please confirm

*Response required

5.3. Proprietary/Confidential Information*

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Bids are public record.

If the Bidder considers any portion of the documents, data or records within their Bid to be confidential and/or proprietary and which they believe to be exempt from disclosure, **the Bidder must mark the document/response as "Confidential" in the applicable section, citing specifically the applicable exempting law and provide the County with a separate redacted copy of its Bid.**

In the event of a request for public records that is in accordance with the above mentioned authority, to which documents that are marked as confidential are responsive, the County will provide the Redacted Copy to the requestor.

The Bidder acknowledges that if the Bidder fails to submit a redacted copy of information it claims is confidential, the County is authorized to produce the entire documents, data or records submitted to the County in answer to a public records request for these records.

☐ Please confirm

*Response required

5.4. Separate Redacted Copy of Bid

If Question Number 2: Proprietary/Confidential Information is Applicable to you, please read/ follow the instructions below:

Once you have completed all sections of this RFB, create a document that is comprised of the information you have provided.

Redact any portion of the documents, data or records within your Bid that you believe to be confidential and/or proprietary and which you believe to be exempt from disclosure and upload the Redacted copy here.

5.5. Term Acknowledgement*

The Bidder acknowledges that they have thoroughly reviewed the term outlined in the Scope of Work.

☐ Please confirm

*Response required

5.6. Approved Designated Signee*

Please enter the First and Last Name and email address of the authorized Signee for your Company.

*Response required

5.7. Company Phone Number*

Please enter a valid phone number.

*Response required

5.8. Company Remittance Address

Please enter a valid remittance address.

5.9. W-9 *

Please fill out the attached W-9.

- W-9 (2024).pdf

*Response required

5.10. SunBiz Verification*

Please enter your EIN number here

*Response required

5.11. Confirmation of Insurance*

The Bidder understands that they must provide **certificate(s)** of insurance.

Certificates of insurance shall meet or exceed the requirements listed in **Section 2. Instructions to Bidders** of this RFB.

Failure to provide proof of insurance that meets or exceeds the requirements listed in **Section 2. Instructions to Bidders** may result in a Bidder being deemed non-responsive and therefore removed from consideration.

☐ Please confirm

*Response required

5.12. Proof of Insurance*

Provide certificate(s) of insurance.

Certificates of insurance shall meet or exceed the requirements listed in **Section 2. Instructions to Bidders** of this RFB.

Failure to provide proof of insurance that meets or exceeds the requirements listed in **Section 2. Instructions to Bidders** may result in a Bidder being deemed non-responsive and therefore removed from consideration.

Please upload Insurance document(s) here.

*Response required

5.13. References*

Please submit 3 references which include the following information per reference:

REFERENCE ONE

Company/Entity Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

REFERENCE TWO

Company Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

REFERENCE THREE

Company Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

*Response required

5.14. Scrutinized Companies Certification*

Please download the below documents, complete, and upload.

- Scrutinized_Companies_Certi...

*Response required

5.15. E-Verify *

Please download the below documents, complete, and upload.

- E-Verify.pdf

*Response required

5.16. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*

Please download the below documents, complete, and upload.

- Certification_Regarding_Deb...

*Response required

5.17. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*

Please enter your legal company name.

*Response required

5.18. Conflict of Interest Disclosure: *

County Employee: Please mark yes or no if you work for Clay County as an employee.

☐ Yes
☐ No

*Response required

5.19. Conflict of Interest Disclosure: *

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

Please select one of the options below:

☐ I certify that neither my family nor myself are employees of the County and will benefit financially by doing business with Clay County.
☐ I have a conflict of interest with the County and require an evaluation by the County Manager.
*Response required

5.20. Conflict of Interest Disclosure:*

Please identify yourself, family member or other conflict of interest.

*Response required

5.21. Licenses and Certifications*

The Bidder shall list all current licenses and certifications held in the format listed below:

License Name:

License #:

Issuing Agency:

Expiration Date:

*Response required

5.22. Licenses and Certifications*

Please upload a copy of each current license or certification provided in the response above.

*Response required

5.23. Submittal Sections

- Letter of Transmittal
- Experience and Past Performance
- Proposed Approach to the Project
- Safety/Emergency Plan
- Financial Ability
- Revenue Share Fee

*5.23.1. Letter of Transmittal**

This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work and make a positive commitment to the project. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal.

*Response required

*5.23.2. Experience and Past Performance**

Describe the Proposer's past performance, experience in providing concessions and its knowledge of business operations and legal requirements associated with this type of operation. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. Where possible, list and describe those projects performed for government clients or similar size private entities. The description should identify for each project:

1) Client Name with contact person, phone number and email
2) Description of work
3) Total dollar value of the contract
4) Dates covering the term of the contract
5) Results of the project

*Response required

*5.23.3. Proposed Approach to the Project**

A. Describe the types of rentals planned.

B. Describe the structure of the rental stations.

C. Attach aerial photos and descriptions of the proposed sites for the paddleboard/kayak station locations at each service location listed in the scope of work. (Note: The successful Proposer along with the County will mutually agree on final station locations prior to execution of agreement.)

D. Describe understanding, experience and methods used in enforcing the restrictions placed to deal with such matters as:
   1) Customers following strict safety guidelines;
   2) Customers obtaining proper training prior to engaging in rentals;
   3) Limitations on the number of customers participating at one time;
   4) Requirement of customers maintaining distances and being considerate of other patrons of the Park.

E. Provide information concerning all necessary licenses and certifications.

F. Provide sample of waiver/release of responsibility. Describe how Proposer will address this requirement with patrons for utilization of equipment.

G. Describe policies and procedures for ensuring a safe and well-maintained operation, including Local, State, and Federal requirements and required safety equipment;

H. Describe daily rental procedures and meeting requirement for having patrons sign waivers;

I. Describe standards for providing excellent customer service and prompt complaint resolution;

J. Describe employee hiring practices (if applicable);

K. Describe the program for safety and maintenance of equipment and proper storage;

L. Describe approvals and installation of signage;

M. Describe management and maintenance of the rental stations and surrounding area;

N. Provide detailed proposed fees or charges;

O. Describe Proposer's plan to prepare rental stations for operation and planned start date following County Notice to Proceed;

P. Description of handling paying of expenses and proper handling of sales and providing reports as required;

Q. Describe Proposer's marketing plan for the offerings and provisions of rental services.

*Response required

*5.23.4. Safety/Emergency Plan**

Provide a description of how the safety of the public will be protected during operations with equipment, procedures, training, etc. Outline hurricane/tropical storm protocols, pandemic protocols, loss of paddleboard/kayak, lost contact with renter, etc.

*Response required

*5.23.5. Financial Ability**

A. Provide a breakdown of the estimated up-front costs for starting the rental stations including costs for the proposed equipment.

B. Describe in detail Proposer's ability to access and/or provide all the necessary funding for startup costs and to maintain operations.

C. Provide list of current assets and equipment utilized in existing operations.

*Response required

*5.23.6. Revenue Share Fee**

The successful Proposer shall pay to the County a percentage of total monthly gross revenue net sales tax for each of the proposed locations.

Please indicate the Revenue Share Fee Percentage for each location proposed, by uploading your own pricing and percentage document.

_____ percent - Camp Chowenwaw - 1517 Ball Rd, Green Cove Springs, FL 32043
_____ percent - Doctors Lake Park & Boat Ramp - 3108 Hwy 17, Orange Park, FL 32003
_____ percent - Governor's Creek Boat Ramp - 1973 Hwy 17, Green Cove Springs, FL 32043
_____ percent - Lake Brooklyn Boat Ramp - 7165 King St, Keystone Heights, FL 32656
_____ percent - Lake Geneva Park & Boat Ramp - 6360 5th Street Keystone Heights, FL 32656
_____ percent - Lakeshore Boat Ramp - 4300 Lakeshore Drive, Fleming Island, FL 32003
_____ percent - Main Street Boat Ramp/Middleburg Boat Ramp - 3788 Main St, Middleburg, FL 32068
_____ percent - Old Ferry Boat Ramp - 2231 Old Ferry Rd, Green Cove Springs, FL 32043

*Response required