

## AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Rainbow River Kayak Adventures, LLC**, located at 11463 N. Williams Street, Dunnellon, FL 34432, possessing FEIN# 45-2930242 (hereinafter referred to as "FIRM") under seal for the KP Hole Park Livery Services, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments here executed by the Parties hereafter, together with the following (if any):

**Marion County Bid #21P-115 - KP Hole Park Livery Services, the Offer, Project Bid Scope and or Specifications, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.**

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

**Section 3 – Term.** This Agreement shall commence on April 20, 2021, and shall continue for three (3) years; with the option to renew for an additional five (5) one (1) year renewals, upon mutual agreement from both parties. ("Term"). **TIME IS OF THE ESSENCE.**

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 21P-115, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

**Section 5 – Compensation.** COUNTY shall make payment to FIRM on a bi-weekly basis per Exhibit B, Pricing Proposal, hereto (the "Agreement Price"), under COUNTY's established procedure. There shall be no provisions for pricing adjustments.

**Section 7 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

### **Section 11 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marioncountyfl.org](mailto:publicrelations@marioncountyfl.org)**

**B. FIRM shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide 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;

- 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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
  - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

**Section 12 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

**Section 13 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must show "Marion County, a political subdivision of the State of Florida" as an Additional Insured. The Marion County Procurement Services Director must be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. A "**subrogation waiver endorsement**" is required.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of the Project.

**Section 14 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this

Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 19 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for a least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.

- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 20 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 21 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 22 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 23 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

**Section 25 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

**A. Certification.**

1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:

- a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
- b. Engaged in business operations in Cuba or Syria.

2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:

- a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
- b. Engaged in a boycott of Israel.

**B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. FIRM is found to have:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

OR

3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. FIRM is found to have:
  - a. Met either prohibition set forth in Section “25(B)(2)” above or
  - b. Been engaged in business operations in Cuba or Syria.

OR

5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. FIRM is found to have:
  - a. Met any prohibition set forth in Section 25(B)(4)” above or
  - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

OR

7. Was entered into or renewed on or after July 1, 2018, and
8. FIRM is found to have met any prohibition set forth in Section “25(B)(4)” above.

**C. Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

**D. Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 26 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 27 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 28 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Services, and EXHIBIT B – Pricing Proposal.**

**Section 29 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Rainbow River Kayak Adventures, LLC  
11463 N. Williams Street, Dunnellon, FL 34432  
CONTACT PERSON: Chris Anderson | Phone: 352-489-3046

COUNTY: Marion County Parks and Recreation  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: chanderson352@gmail.com and bobbydelivers@gmail.com. Designation signifies FIRM’s election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

Greg Harrell 4/20/2021  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

Jeff Cold 4/20/2021  
JEFF COLD DATE  
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: April 20, 2021  
21P-115 | KP Hole Park Livery Services

Matthew G. Minter 4/29/2021  
for: MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

Beth K. Holliday  
SIGNATURE  
Beth K. Holliday  
PRINTED NAME

RAINBOW RIVER KAYAK ADVENTURES, LLC

Christopher H. Anderson 04/26/21  
BY: DATE  
Christopher H. Anderson  
PRINTED:  
Manager  
ITS: (TITLE)

WITNESS:

Dennis Gubbins  
SIGNATURE  
Dennis Gubbins  
PRINTED NAME

# EXHIBIT A

## SCOPE OF SERVICES

### Description of Operations

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The livery service will be responsible for providing return service for our guests and equipment from Blue Run Park of Dunnellon (19680 E. Pennsylvania Ave., Dunnellon, FL, 34432) back to KP Hole Park year round. The livery service will also be responsible for transporting our guests and equipment to KP Hole Park from Rainbow Neighborhood Park (9941 SW 190<sup>th</sup> Avenue Rd, Dunnellon, FL, 34432) on weekends and holidays between the dates of April 1<sup>st</sup> through September 30<sup>th</sup>.

KP Hole Park offers tube rentals from April 1<sup>st</sup>-September 30<sup>th</sup> and offers rental paddle craft as well as access for personal paddle craft year round.

KP Hole Park Hours of operation are as follows:

- October 1<sup>st</sup> – March 31<sup>st</sup> KP Hole Park's operating hours are from 8:00 am -5:00 pm.
- April 1<sup>st</sup> – September 30<sup>th</sup> KP Hole Park's operating hours are from 8:00 am – 8:00 pm.

Upon entering KP Hole Park, guests who are provided equipment by KP Hole Park for a downriver trip to Blue Run Park of Dunnellon will be provided a "shuttle return" wristband to serve as a visual indicator to the livery provider that return service is needed. Guests who have brought their own equipment and are in need of a return service, can purchase a "shuttle return" wristband for a separate charge at KP Hole Park concession window.

### Livery Service Responsibilities

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- The livery and their operations shall be considered an extension of Marion County, the Parks and Recreation Department and the KP Hole Park operation. All livery staff are to maintain professional appearance, be courteous to guests and have a high focus on delivering excellent customer service.
- From the Dates of October 1<sup>st</sup>-March 31<sup>st</sup> the livery service will provide return service for our guests and equipment to KP Hole Park from Blue Run Park of Dunnellon with the last pick-up from Blue Run Park of Dunnellon being at 4:00 p.m.
- From the Dates of April 1<sup>st</sup>-September 30<sup>th</sup> the livery service will return service for our guests and equipment to KP Hole Park from Blue Run Park of Dunnellon with the last pick-up from Blue Run Park of Dunnellon being at 6:00 p.m.
- Shuttles must run on a schedule so that customers at Blue Run Park of Dunnellon experience a wait of no longer than 15 minutes prior to being picked up and transported back to KP Hole Park.
- The contractor must have a minimum of three (3) transportation vehicles (shuttles) dedicated to KP Hole Park for the pickup and delivery of guests and equipment back to KP Hole Park daily.
- All shuttles dedicated to KP Hole Park must be capable of holding a minimum of 15 people.
- All shuttles dedicated to KP Hole Park must have air conditioning that is maintained in working condition
- All shuttles dedicated to KP Hole Park must be ADA accessible.
- All shuttles dedicated to KP Hole Park must be equipped with trailers that can transport both tubes and paddle craft for the number of guests that are transported on the shuttle.
- All shuttles dedicated to KP Hole Park must be equipped with monitors that are playing KP Hole/Rainbow River information video for all visitors to view.
- All designated shuttles that are responsible for guest transportation must be identified with "KP Hole Park Shuttle" that is visible from no less than 50 feet away (letters must be a minimum of 5" in height).

- Any items lost or damaged during transit or due to neglect of the livery service will be replaced/repaired at the cost of the livery service.

## **Scope of Work**

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The primary scope of work shall include:

- Transportation of guests and their equipment (coolers, paddle craft, diving equipment, etc.) from Rainbow Neighborhood Park to KP Hole Park on weekends, holidays and any additional mutually agreed upon days.
  - The livery service should be prepared to be at Rainbow Neighborhood Park at 7:45 am on these specified days unless otherwise informed by a representative of Marion County Parks and Recreation.
  - The livery service will deliver the guests and their equipment to the north entrance of KP Hole Park at the boat ramp loop.
- Transportation of guests and equipment from Blue Run Park of Dunnellon to KP Hole Park *or* Rainbow Neighborhood Park depending on where the guests originated.
  - In order to reduce the congestion at Blue Run Park of Dunnellon and the wait time for guests, shuttles are required to be at Blue Run Park of Dunnellon in a rotation with no more than 15 minutes between each shuttle.
  - Guests who have a visible “shuttle return” wristbands will be directed to board the shuttle at Blue Run Park of Dunnellon.
  - Livery staff will load all equipment (coolers, tubes, paddle craft, etc.) that is associated with the guest that they are transporting.
  - The livery service will then proceed to stop at Rainbow Neighborhood Park to allow guests to offload who originally parked in that location.
  - The livery service will proceed to KP Hole Park and enter through the north entrance and allow the remaining guests to exit back into KP Hole Park.
  - The livery service will assist with the off-loading of all KP Hole equipment (tubes and paddle craft).
  - A ledger of returned KP Hole Park equipment will be signed by a representative of KP Hole Park and by the livery service after each return.

## **Parks and Recreation Responsibility**

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- Collect pre-paid livery service fees from guests and provide guests with a “shuttle return” wristband.
- Notify livery service of any changes in operations due to unforeseen events such as hazardous weather conditions that can cause KP Hole Park to close its operations.
- Submit a copy of the daily guest ledger to the livery service at the end of each business day.
- Track returned equipment ledger and notify livery of any issued equipment that has not been returned by the end of each business day.
- Verbally notify guests of the takeout location at Blue Run Park of Dunnellon, estimated float time, and established time for the last shuttle to arrive at Blue Run Park of Dunnellon.
- Marion County reserves the right to provide any service(s) whether or not such services are identified in the written livery service agreement in order to better meet the needs of our guests.

# EXHIBIT B

## Pricing Proposal Page

After careful consideration, we have examined the Request for Proposal and the Requirements for RFP#21P-115 KP Hole Livery Services and hereby propose to furnish all equipment (shuttle vehicles and trailers), management, oversight and labor to provide livery services for KP Hole and Blue Run Park of Dunnellon, including the shuttling of guests from the overflow parking to KP Hole. In order to provide the level of service being requested and to provide the necessary equipment (3 dedicated to KP Hole with potential 4<sup>th</sup> Shuttle vehicle) along with additional staff to meet the demands for prompt service of 15 minute pick up times; versus the 30 minute in the previously awarded RFP#06P-046, on a year-round basis. In addition to the newly enacted rising labor market costs and increasing fuels costs, Rainbow River Kayak Adventures LLC can provide the KP Hole livery services for a fee of \$9.00 per person.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing, and able to perform the services if awarded the contract.

Rainbow River Kayak Adventures, LLC

FEIN # 45-2930242



Christopher H. Anderson

03/09/21

Managing Member

11463 N. William Street  
Dunnellon, Florida 34432  
(352) 489-3046