REQUEST FOR PROPOSAL (RFP)

Vendor Operation of Food Concessions at North Lake Community Park

RFP Number:	12-0421	**Contracting Officer:**	Sandra Rogers
Proposal Due Date:	April 4, 2012	**Pre-Proposal Conference Date:**	See Section 1.4
Proposal Due Time:	3 p.m.	**RFP Issue Date:**	March 14, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See Section 1.15
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	See Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the vendor operation of various food concessions at the North Lake Community Park. Services are to be provided as described within this solicitation and its attachments. The sample contract at Attachment One to this solicitation will be used to formalize any resulting agreement. Vendors are advised to fully review all terms and conditions expressed in the sample contract as the contents of that document have precedence in all regards and will govern the operations of all parties in the provision of the required services.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the opening date.

Sandra Rogers, Contracting Officer
Lake County BCC, Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor(s) who submits the overall proposal that is judged to provide the best value to the County.

Proposals will be evaluated based upon the following criteria:

1. Experience and background of the vendor in the services to be provided.
2. Proposed plans to accomplish task.
3. Reports from direct and indirect references.
4. Proposed costs for menu items
5. Proposed consideration fee schedule.
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
7. Other relevant criteria.

Section 1.4: Site Visit (Mandatory)

There will be no formal pre-proposal conference under this solicitation. However, it is required that prospective vendors view the concession areas at the park to familiarize themselves with the site conditions. Vendors may visit these areas with appointment at any time the park is open to the public. Vendors must ensure that park personnel record their visit as a list of vendors inspecting the site in association with this solicitation will be maintained. Any response received from a vendor not recorded as completing a site visit may be rejected. To ensure accuracy in this regard, vendors must arrange an appointment exclusively with Parks and Trails at 352-253-4950. **It is the vendor's responsibility to checkmark that they have performed the mandatory site visits on Section 4, Certification of Mandatory Site Examination.**

North Lake Community Park is located at 40730 Roger Giles Road, Umatilla, FL 32784.

Any questions regarding the terms and conditions of this solicitation, shall be addressed to the individual designated in Section 1.2 of this solicitation.

Section 1.5: Term of Contract – Thirty- Six (36) Months

As specified in attached contract form

Section 1.6: Option to Renew for Two (2) Additional Year(s) (No Price Adjustment)

As specified in attached contract form

Section 1.7: Method of Payment

No County funds will be expended in support of this effort. A process for payments by the vendor to the County is expressed in the attached contract form.

Section 1.8: Insurance

As specified in attached contract form

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10 Completion/Delivery

As specified in Statement of Work

Section 1.11: Acceptance of Goods or Services

As specified in Statement of Work

Section 1.12: Warranty

Not applicable to this solicitation.

Section 1.13 Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE**, **(USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will <u>not</u> be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

The original proposal and two (2) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposal Content:

Proposals shall be organized as follows:

Tab 1 - Proposer Profile & Required Information

A. Statement of Interest & Understanding of Project
B. Firm Profile / Firm History (Include completed Attachment 3)
C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:

- Years of experience within the area of specialty.
- Length of and type of service with firm.
- Education and formal training, including certifications.

D. Describe and provide a copy of any required licenses or permits.

Tab 2 - Proposed Solution

A. Describe the approach the vendor will take to ensure a sustainable and profitable operation.

B. Provide sample menus to include menu item pricing.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed service has been provided within the past 3 years. Please use the forms provided at attachments 2 and 4 for this purpose.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 6: Contract and Pricing Information

The Proposer shall provide the following information and documentation under this tab:

Tab 6.1 - Completed solicitation

Include a copy of a fully completed and signed RFP to include the monthly consideration to be offered by the vendor using the format in Section 4 of this solicitation.

Tab 6.2 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company

to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 6.3 - Exceptions

State any exceptions that the proposer may have concerning any item(s) set forth in the RFP document or associated addendums.

Section 1.15: Certificate of Competency/Licensure

Any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

Section 1.16: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of any existing vendor operation during the evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.17: Compliance with Governmental Standards

All items to be provided under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.18: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County

Section 1.19: Licenses, Permits and Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or inspections, shall be borne by the vendor.

Section 1.20: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.21: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Section 1.22: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

SCOPE OF SERVICES

Background Information:
North Lake Community Park covers approximately 96 acres and currently contains two soccer fields, three lighted tournament soccer/football fields, two softball fields, two baseball fields, two basketball courts, six tennis courts, four volleyball courts, ten (four rentable) pavilions, a dog park, a playground, various exercise stations, and an extensive walking path. Parking for up to 500 vehicles is included at the site. At this time there are two concession areas established. One is located at the football/soccer fields, and the second is located at the softball/baseball fields (see attached drawing). Both areas are enclosed and under roof, with restroom facilities immediately adjacent. Hours of Operation: The concessions shall be open at all appropriate times during regular park hours which are currently: Monday – Sunday 7:00 AM through 9:30 PM.

Vendors may propose additional concession areas within the Park during the course of the contract period. Improvements, including a third concession, are currently planned and are expected to be complete before 2014.

A. General requirements

1. Maintenance:

- Operator is responsible for keeping the various concessions areas neat, clean and in good repair.
- Operator is responsible for regularly bussing the seating area, and the clean-up of spills.
- Operator is responsible for removing concession-related refuse to the dumpster daily.
- Operator is responsible for sweeping, mopping and cleaning the public area of the various concession areas nightly.
- Operator is responsible for continued daily maintenance of the food preparation area. The operator will not allow boxes, cartons, barrels or other similar items to be in the view of the public.
- Evaluation of maintenance compliance will be at the County's sole discretion. If found to be in default, the County will issue a letter of non-compliance. The Operator will have two (2) working days to correct non-compliance items. If not corrected, Operator will be considered in breach of the contract.

2. Employee Standards:

- The operator will ensure a party fully responsible for all operations is on-site for all hours of operation.
- Service will be courteous and friendly.
- The operator will recruit, train, supervise and direct its employees and have the number of employees to match the work requirements.
- Every employee will be clean and well groomed and be professional and friendly to the public. Each employee will have the required health examinations before employment at the various concessions.

3. Menu and Pricing:

- Operator should be willing to experiment with various menus to determine what works best in each venue.
- Operator is to charge reasonable prices for all food and beverages. The County reserves the right to review and approve the menu, as well as the prices to make sure they are fair and reasonable.

4. Food Quality:

Only the highest quality of food and drinks are to be sold in the concessions including but not limited to:

- Coffee: Ground on demand from whole beans from a quality roaster and competitive in quality for a balance of flavor, body, aroma, and acidity.
- Beans for espresso: Appropriate for industry-recognized professional espresso use.
- Coffee beans: Roasted on demand and valve packaged; unopened packages used within two months, opened packages used within 10 days
- Butter, milk and milk products: USDA Grade A
- Pastries: Fresh daily from a quality baker

5. Menu Profile:

An acceptable menu may include:

- Coffee, tea, and all general soft drinks.
- Hot dogs and hamburgers
- French fries
- Chips, snacks, cookies
- Ice creams and yogurt
- Milk Shakes
- Pastries
- Bottled Water , Milk, and bottle juices (non-staining)
- Fruit
- Various soups, salads, and sandwiches

6. Miscellaneous Requirements

- Baking, deep frying or other intensive food preparation will be allowed in the various concessions, but vendors are advised that any specific cooking equipment or infrastructure and any related permits in this regard are the responsibility of the vendor.
- Food and drink may be consumed in designated areas of the park. These areas are subject to change by the County.
- Vendor is responsible for proper disposal of grease related to the cooking function without using the County-provided septic system.

- THERE WILL BE NO SALE OR DISPENSING OF ALCOHOLIC BEVERAGES, TOBACCO PRODUCTS, OR ANY OTHER ITEM THAT IS NOT IN CONSONANCE WITH GENERAL COMMUNITY STANDARDS.

B. Designated Responsibilities

1. The County will provide:

- Approximately 580 SF interior floor space that includes both currently established concession areas. This number includes a single 54 SF storage area located at the soccer/football concession area
- Painted walls, sheetrock ceiling, and concrete flooring throughout the interior of the established concession areas
- Electrical Outlets in food preparation area
- Overhead lighting in food preparation area
- One (1) fire extinguisher
- Handicapped accessibility
- Public restroom facilities in the park
- All utilities at no separate charge to the vendor, excluding telephone service
- Exterior seating for consumption of food

2. Concession operator will be responsible for:

- Providing, installing and maintaining all necessary professional equipment for the service bar and food preparation area to include furnishings, necessary display items, and appliances.
- Providing connections to any security system
- Adequate concession inventory and supplies
- Concession signage/menu boards and any lighted signs

C. Design Guidelines:

Interior additions to the concession areas are subject to approval by the County. In addition, the operator must adhere to these guidelines:

- The equipment and its placement are important visual elements of the overall design and appearance of the service bar. Careful attention is to be given to each piece of equipment and how the public views it.
- Wood grain or other simulated material finishes are not permitted on equipment.
- Natural metal, glass or porcelain finishes are acceptable equipment finishes.
- All equipment is subject to County approval.
- Structures such as canopies and sneeze guards are not acceptable.
- Signage/menus boards and any lighted signs are subject to County approval.
- Fabricated security systems such as gates or curtains are subject to County approval.

D. Deliveries:

Vehicular deliveries (limited to golf-cart/ATV sized vehicles) to the concession areas are to be made Monday through Sunday and must be delivered using the County-assigned inner park route. County park staff will not receive deliveries nor assume responsibility for any products left unattended.

E. Special Conditions:

The County will provide a conventional lock on the exterior door of the established concession areas. One key for each of these locks will be provided to the concession operator for duplication and use as appropriate. One key for each of these locks will be retained by County park staff to ensure access to the concession area to support safety and building maintenance requirements. The vendor may provide and install supplemental locking devices, or "re-keyed" locks, on the exterior door subject to prior County approval but must provide key or code access through this door by County park staff for the purposes stated above.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to whom award has been made.
County: Shall refer to Lake County, Florida.
Modification: A written change to a contract.
Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.
Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.
Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out

and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**

D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3. 7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.

E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

F. Any tie situations will be resolved in consonance with current written procedure in that regard.

G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION
The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES
Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES
The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING
Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT
The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER
The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION
To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

3.25 TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING
When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION
Any individual, corporation or other entity that attempts to meet its

contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding $150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

RFP TITLE: Vendor Operation of Food Concessions at North Lake Community Park

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this RFP.

PRICING SECTION

This solicitation may be awarded to multiple vendors, but award will be made on the basis of one vendor per park.

The vendor agrees to pay to COUNTY, as consideration for use of **North Lake Community Park** concession area, $_____ per month for the two established concession areas, made payable to the Lake County Board of County Commissioners.

Certification of mandatory site examination: Vendors are required to visit the site(s) of the proposed work. By checking this block: _____, the vendor confirms compliance with the site inspection requirements stated in Section 1.4 of this solicitation.

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Additional Certifications Requiring Completion:

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction
Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

General Vendor Information and Proposal Signature:
Firm Name: _____
Street Address**:** _____
Mailing Address (if different): _____
Telephone No.: _____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____ Date: _____
Print Name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Contract Form
Attachment 2: Work References
Attachment 3: Vendor Profile Form
Attachment 4: Similar Projects Form
Attachment 5: North Lake Community Park Map

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA
AND
(NAME OF VENDOR)

FOR VENDOR OPERATION OF
FOOD CONCESSIONS
AT NORTH LAKE COMMUNITY PARK

RFP 12-0421

This Agreement (hereinafter "Agreement") is made between Lake County, a political subdivision of the State of Florida (hereinafter "COUNTY"), through its Board of County Commissioners and (Name of Vendor), a (State) Corporation (hereinafter "CONTRACTOR").

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP) 12-0421 for operation and management of various food concession areas at North Lake Community Park; and

WHEREAS, COUNTY has determined that it is in its best interest to allow an experienced entity to operate the food concession areas; and

WHEREAS, the CONTRACTOR desires to perform food concession operation services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein.

Section 2. **Premises.** COUNTY, provides to CONTRACTOR the premises for operation of the established food concession area(s), and any future food concession areas as mutually agreed upon, located within the North Lake Community Park. The current food concession areas comprise a total of approximately 580 square feet.

Section 3. **Term of Agreement.** The initial term of this Agreement shall be thirty-six (36) months, beginning on the date of final execution of this Agreement. The concessions shall be open for operation within thirty (30) days of the execution of this Agreement. Prior to, or upon completion, of the initial term of the contract, the COUNTY shall have the option to renew this agreement for two (2) additional one (1) year periods each occurring separately. The agreement shall renew automatically unless written notice of intention not to renew is given by COUNTY thirty (30) days prior to the end of the current contract term.

Section 4. **Consideration.** CONTRACTOR agrees to pay to COUNTY, as consideration for use of the premises, $_____ per month, made payable to the Lake County Board of County Commissioners and mailed to the COUNTY'S Finance Department at P.O. Box 7800, Tavares, Florida 32778-7800. CONTRACTOR shall provide a copy of each monthly payment instrument to Mr. Bobby Bonilla, Manager, Parks and Trails Division, at P.O. Box 7800, Tavares, Florida 32778-7800 or via email

at rbonilla@lakecountyfl.gov, at the time each such instrument is forwarded to the County Finance Department. All monthly payments are due prior to the first of the month for which the payment is being provided. If the payment is past due in excess of fifteen (15) days, a one and a half percent (1.5%) late fee shall apply and accrue until payment is made in full.

In addition, a deposit payment equal to one month's consideration for the established concession location(s) shall be tendered in the manner stated above not later than fifteen (15) business days after full execution of this Agreement. Providing the deposit to the COUNTY is a condition precedent to taking possession of the premises.

Section 5. Condition of Premises and Redelivery of Premises. CONTRACTOR hereby accepts the premises in the "AS IS" condition at the time of the full execution of this agreement. During the term of the Agreement, CONTRACTOR shall possess and control the premises and does hereby agree to maintain the premises in the same or better condition as accepted. At the expiration of the term, or any renewal thereof, CONTRACTOR shall surrender the premises to the COUNTY in the same or better condition as accepted, ordinary wear and tear excepted.

In the event the Premises is partially or totally destroyed or so damaged or injured by fire or other casualty that the premises shall be rendered untenantable during the term of this Agreement, then COUNTY or CONTRACTOR may cancel this Agreement. The cancellation herein mentioned shall be evidenced in writing with thirty (30) days written notice.

Section 6. Entry, Inspection, Repairs and Maintenance. COUNTY shall at all times have the right to enter the premises for inspection, repair and maintenance whenever necessary. Additionally, COUNTY shall maintain and repair the premises as necessary, including but not limited to, the exterior and roof of the structure, plumbing, heating, ventilating and air conditioning equipment, electrical wiring, existing landscaping, and parking area, so long as such repairs are not the result of CONTRACTOR negligence. Any damage caused by CONTRACTOR, its employees, agents, or assigns shall be repaired at CONTRACTOR'S sole cost and expense.

Section 7. Permits and Conditions. During the term of this Agreement, CONTRACTOR shall obtain all necessary inspections and permits for operation of the concession areas. It is the responsibility of CONTRACTOR to identify and abide by all applicable laws, including safety, health, sanitary, and employment requirements. CONTRACTOR hereby agrees to immediately and continuously comply with all regulations of the health department and all health officers of local, state, and federal government. CONTRACTOR shall maintain the premises in a clean and sanitary manner at all times. CONTRACTOR shall be responsible for transporting trash to dumpsters, daily sanitation, and general housekeeping of the premises. General housekeeping shall include cleaning of all floors, equipment, and all preparation, storage, and service areas. CONTRACTOR shall be responsible for the maintenance of the appliances, equipment, and other items specific to the concession operation. CONTRACTOR shall not allow boxes, cartons, barrels, and other similar items to be in view of the public.

No sound source will be permitted that disturbs park patrons or staff.

If, in COUNTY'S sole discretion, the level of maintenance of the concession is not in compliance with this agreement, COUNTY will issue a letter of non-compliance. CONTRACTOR will have ten (10) business days to correct the non-compliant items unless otherwise required by the notice. If the issues relate to the public health, safety, or welfare, the non-compliant items must be corrected immediately. If the issues are not corrected to the satisfaction of COUNTY, CONTRACTOR will be considered in breach of this Agreement.

Section 8. **Concession Operations and Staffing**. CONTRACTOR shall operate the concessions in accordance with the Statement of Work, attached hereto and incorporated herein as **Exhibit A**. CONTRACTOR shall ensure that the concessions are stocked with adequate menu selections, inventory, and supplies for efficient operation at all times. Only the highest quality food and drinks shall be sold in the concessions. CONTRACTOR shall charge reasonable prices for all menu items. COUNTY reserves the right at all times to review and approve the menu to ensure menu selections are adequate and prices are fair and reasonable.

CONTRACTOR shall provide adequate staff to maintain quality customer service during hours of operation. The concessions shall be open at all appropriate times during regular park hours which are currently: Monday – Sunday 7:00 AM through 9:30 PM. CONTRACTOR will train, supervise, and direct all employees. Employees shall be friendly, professional, and well groomed.

Section 9. **Assignment and Subletting.** CONTRACTOR may not assign this Agreement, sublet or grant any concession or license to use the premises or any part thereof under this Agreement without the prior written consent of the COUNTY. The consent by COUNTY to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of COUNTY or assignment or subletting by operation of law, shall be void and shall, at COUNTY'S option, terminate this Agreement.

Section 10. **Waiver.** A waiver by COUNTY or CONTRACTOR of any breach of covenant or duty of COUNTY or CONTRACTOR under this Agreement is not a waiver of any other breach of covenant or duty of COUNTY or CONTRACTOR, or of any subsequent breach of the same covenant or duty.

Section 11. **Notices.** All notices, demands, or other writings required to be given, made or sent, or which may be given, made or sent, by either party to the other, shall be deemed to have been fully given, made or sent when in writing and addressed as follows:

CONTRACTOR	COUNTY County Manager P O. Box 7800 Tavares, FL 32778-7800 cc: Mr. Bobby Bonilla Parks and Trails Manager

Parties may designate other address to receive notices but must do so in writing, in the manner designated for the giving of notice hereunder. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

Section 12. **Availability of Records.** Records concerning the operation of the concessions shall be maintained by CONTRACTOR and be open and available to the COUNTY for inspection or duplication during regular business hours.

Section 13. **Waste, Nuisance, or Unlawful Use.** CONTRACTOR agrees that it will not commit waste on the premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the premises to be used in an unlawful manner.

Section 14. **Insurance.** The CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this agreement by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of

the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Section 15. **Utilities.** The COUNTY shall pay all appropriate utility bills, except for telephone service, incurred on the premises.

Section 16. **Design and Equipment.** COUNTY and CONTRACTOR will work together regarding proposed CONTRACTOR selections of any design or security enhancements to the current food concession areas. COUNTY shall have final approval over all of these items. All equipment shall be provided by the CONTRACTOR and shall be the sole responsibility of the CONTRACTOR. At the termination of this Agreement, CONTRACTOR agrees to remove all of its equipment within twenty (20) days, and to repair any damages to the premises that such removal may have caused.

Section 17. **Deliveries.** Vehicular deliveries (limited to golf-cart/ ATV sized vehicles are to be made before 10:00 AM Monday through Friday and must be delivered using the COUNTY-assigned inner park route. COUNTY will not receive deliveries nor assume any responsibility for products left unattended.

Section 18. **Signs.** CONTRACTOR shall be permitted to display signs with advance written permission from COUNTY. All signs must be in compliance with applicable ordinances, laws, and regulations. At the expiration of this Agreement, CONTRACTOR agrees to remove its signs within twenty (20) days, and to repair any damages to the building that such removal may have caused.

Section 19. **Liens.** CONTRACTOR shall keep the premises free and clear of any and all mechanics, materialmen's and other liens arising out of or in connection with work done, services performed or materials or appliances used or furnished in connection with any operations of CONTRACTOR. Any alteration, improvements, repairs, additions, work, or construction which CONTRACTOR may make, permit, or cause to be made on or about the premises shall at all times be promptly and fully paid.

Section 20. **Severability.** If any term or provision of this Agreement shall be declared by a court of law to be invalid or unenforceable, the remaining terms or provisions shall remain valid and enforceable.

Section 21. **Time of the Essence.** Time is of the essence for every covenant, term, condition, and provision hereof.

Section 22. **Indemnification.** The CONTRACTOR agrees for good and valuable consideration as herein above stated to protect, defend, indemnify, and hold COUNTY and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs charges, professional fees or other expenses or liabilities of every kind and character arising out of or in any way connected with any act or omission of the CONTRACTOR, its successors or assigns or any one claiming under it or through it or them, or resulting from any breach, violation or non-performance of any covenant, condition or agreement herein contained.

Section 23. **Special Terms and Conditions.**

A. Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Independent Contractor. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

D. Codes and Regulations. All operations under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

E. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or vendor under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

F. Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

G. E-Verify. CONTRACTOR acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

H. Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

I. Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

J. Public Records. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

Section 25. General Conditions.

A. This agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

B. Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

C. The captions utilized in this agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

D. This agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

E. This agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

F. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

G. During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

H. The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

I. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be

debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

J. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

K. CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

Section 26. **Entire and Binding Agreement.** This Agreement and its exhibits embodies the entire agreement between the parties, and any prior agreement either oral or written is hereby declared null and void.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2012.

CONTRACTOR

_____
Print Name: _____
Title: _____

This ____ day of _____, 2012

COUNTY

ATTEST:

LAKE COUNTY, through its Board of County Commissioners

_____
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman
This _____ day of _____, 2012.

Approved as to form and legality by:

_____
Sanford A. Minkoff
County Attorney

WORK REFERENCES

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

SECTION 5 – ATTACHMENTS

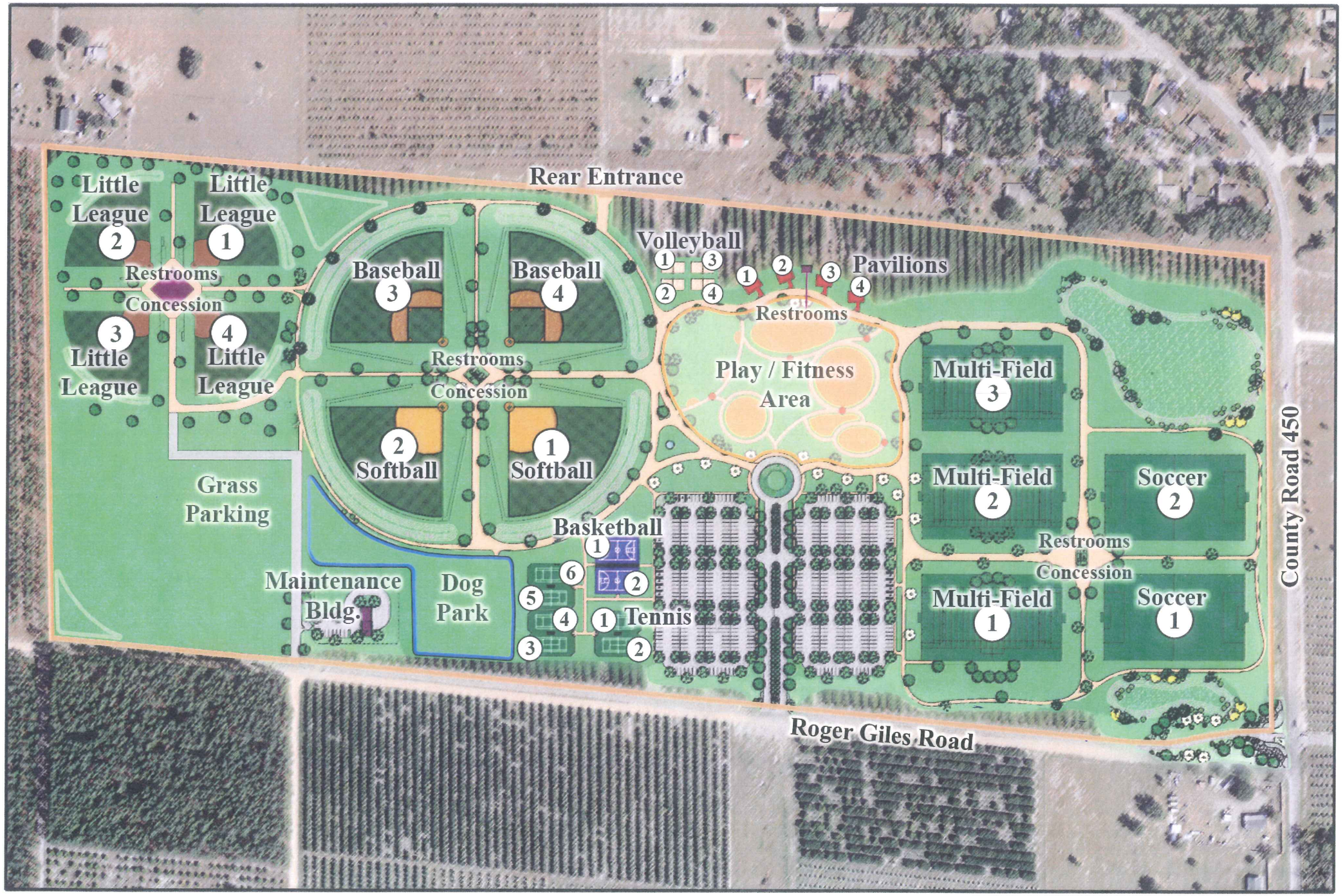
VENDOR PROFILE FORM

1. Bidder Name & Address:	1d. Licensed to do business in the State of Florida? _____ Yes _____ No
	1e. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1f. Address of office to perform work, if different from Item 1
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts. Signature: _____ Date: _____ _____ (Typed or Printed Name) (Title)	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

Project Name, Entity Name, Address & Location	Contact Person: Title:
Completion Date (Actual or Estimated) _____ Project Cost: $_____	Telephone Number
Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items.	
Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.	



NORTH LAKE COMMUNITY PARK