



REQUEST FOR INFORMATION (RFI)

East Lake Community Park Mobile Concessions

RFI Number: 17-0405 **Contracting Officer:** Sandra Rogers
Issue Date: 11/04/2016 **Response Date/Time:** 12/21/2016

Request for Information (RFI)

An RFI is an informal written document prepared and issued for the purpose of seeking information, comments, or reactions from licensed vendors regarding a specific or general issue or concern. A RFI may be used during the market research phase of an acquisition to assist the County in identifying potential proposers, approaches, general pricing estimates, or other relevant information. The RFI is intended to identify and select an initial pool of qualified vendors for inclusion in the spot-bidding process for mobile concession services at East Lake Community Park.

Designated Procurement Representative

Before submitting a response, vendors should review insurance requirements in Attachment 4 and contact the County if requirements cannot be met.

Responses to, and questions concerning any portion of, this RFI shall be directed in writing to the below named individual who shall be the official point of contact for this Request for Information.

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

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

RFI Background, Purpose and Response Process

East Lake Community Park which is located at 24809 Wallick Rd. Sorrento, FL 32776 covers approximately 33 acres and currently contains one soccer field, two multi-purpose fields, two little league fields, two softball fields, one baseball field and an extensive limestone walking path. Parking for up to 83 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). The mobile concession stand shall provide hand washing stations. Hours of Operation: The concessions shall be open during scheduled events. Events may be scheduled at any time the park is open (Monday – Sunday 7:00 AM through 8:00 PM). Event schedules will be provided to the selected vendor(s) as far in advance as possible.

Vendors may propose additional concession areas within the Park during the course of the contract period.

A. General Requirement Overview:

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 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 hours to correct non-compliance items involving public safety, and two (2) working days to correct non-compliance items not involving public safety. If not corrected within those time frames, 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.
- Employees shall be required to wear t-shirt or dress shirt with company name.

3. Menu and Pricing

- **Operator shall submit sample priced menu with response to County.**
- 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 mobile 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. As indicated elsewhere in this document, there are no existing utilities (water or electricity) at the park. It is the responsibility of the vendor to supply self-contained water and gas/electrical service as required to support the food products and cooking equipment used by the vendor during all hours of operation. All self-contained utility services shall be provided in a manner that ensures provision of fresh or wholesome food products during all hours of operation. The vendor will be responsible for any claims or violations associated with their provision of food products.
- 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.
- Vendor will be required to have a fire extinguisher.
- It is the responsibility of the vendor to supply self-contained water and electrical service is available to support the equipment intended to operate at location.
- **THERE WILL BE NO SALE OR DISPENSING OF ALCOHOLIC BEVERAGES, TOBACCO PRODUCTS OF ANY KIND, OR ANY OTHER ITEM THAT IS NOT IN CONSONANCE WITH GENERAL COMMUNITY STANDARDS.**
- **THERE ARE NO UTILITIES AT THIS PARK**

B. Designated Responsibilities

The County will provide:

- Handicapped accessibility
- Public “port a let” facilities in the park
- Exterior seating for consumption of food

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.
- Adequate concession inventory and supplies
- Concession signage/menu boards and any lighted signs

C. Design Guidelines:

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.
- No signs, whatsoever, including advertising signs, shall be erected or permitted upon the premises.

D. Special Conditions:

- The mobile concession stand will not be left overnight. Vendor assumes all responsibility for damages to County property during mobilization and demobilization from East Lake Community Park.
- Smoking is restricted to outside County property.

**ATTACHMENT 1 – SPECIFIC TECHNICAL AND ADMINISTRATIVE
REQUIREMENTS**

Vendor Information: _____

Vendor Representative: _____

Vendor Address: _____

Vendor Phone Number: _____

Alternate Phone Number: _____

Vendor Email Address: _____

Vendor Signature: _____

Specific Requirements

In addition to providing the information below, the vendor shall complete the attached “Work Reference” form in sufficient form to enable the County to determine the adequacy of the vendor’s performance record. Vendors may provide additional references by completing additional copies of the form. Vendors are requested to provide a copy of each license described below with the initial response.

1. Years of experience: _____

2. Licenses currently held by the responding vendor:

Description	License Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

ATTACHMENT 3 – WORK REFERENCES

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

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

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

ATTACHMENT 4 - GENERAL TERMS AND CONDITIONS

BACKGROUND CHECK

The vendor shall provide a completed “Certified Background Check”, acquired through the Florida Department of Law Enforcement (1-850-410-8109), for all employees, subcontractors, and representatives of the vendor that will be performing work on County property under the contract resulting from this solicitation. The vendor will be responsible for all costs associated with the Certified Background Check. The completed background check must be provided to the designated County representative prior to the employee, subcontractor or representative commencing contract effort. The County reserves the right to exclude any individual from performance under the contract based on any relevant adverse information contained in the background report. Failure to obtain background checks as specified can result in termination of the contract.

WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this agreement. 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.

LICENSES

The vendor awarded the contract shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. The vendor shall be responsible for all insurance, licenses, and related matters for any and all subcontractors. The vendor must have and provide copies of all licenses, including any required by the Florida Department of Health.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this agreement. However, the County reserves

The right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit.

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.

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.

SUBCONTRACTING

The vendor may subcontract appropriate portion(s) of the work with the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this agreement, including any rights, title or interest therein, to any person, company or corporation without the prior written consent of the County.

INDEMNIFICATION

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.

INSURANCE

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

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 all owned, non-owned, scheduled and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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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 vendor 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 insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

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 liability insurance policies. A copy of the endorsement (CG 2037 04 13 or equivalent) should be provided along with the certificate.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

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

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

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

Certificates 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.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

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 vendor or subcontractor 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 vendor and/or sub contractor providing such insurance.

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 vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

TERM OF AGREEMENT

The term of this Agreement is one (1) year from the date of County signature specified below and may be renewed for three (3) additional one (1) year periods.

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.

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."

TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation 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 appropriate 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.

FRAUD AND MISREPRESENTATION

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 held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys Fees.

ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The 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. The vendor 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. The vendor 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.

COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. 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.

GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) 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.

PRIME CONTRACTOR

The vendor awarded the contract 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 or services. The vendor shall be considered the sole point of contact with regard 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 regards to competency and security concerns. The vendor shall be responsible for all insurance, permits, licenses, and related matters for itself 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.

FORCE MAJEURE

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

PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor 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 contractor will not be eligible for any compensation.

If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the Designated Procurement Representative named above..

ATTACHMENT 5 - MOBILE FOOD CONCESSION AGREEMENT#17-0405 ()

Pursuant to Request for Information (RFI) 17-0405, the Lake County Board of County Commissioners (hereinafter "County") has selected the Contractor identified below as a qualified vendor to provide for a mobile food concession operation in support of specified activities at the County's East Lake Park. It is confirmed that the Contractor will provide the County a daily rate fee of \$ 15.00 per concession via check made payable to Lake County Board of County Commissioners, Parks and Trails Division, P.O. Box 7800, 315 West Main Street, Tavares, Florida 32778 for each activity at which the Contractor provides the required services with the date of event noted on check. The Contractor is to provide the required services in full accord with all procedures and directives established by cognizant health departments. No quantity of work or sales volume is guaranteed to the Contractor under this Agreement.

The Lake County Parks and Trails Division will oversee the services in compliance with applicable administrative requirements. Contractor will provide services only at the written request of Parks personnel and shall be present at the times designated by Parks personnel, utilizing only those locations specified by the Parks personnel. The Contractor agrees to provide all food, cookware, and service components, such as, but not limited to, forks, knives, plates, napkins, and condiments that are or may be required to adequately support the food dispensing function. Contractor will be responsible for the acquisition of all required permits for all of the work to be performed. The Contractor agrees to comply with all terms, conditions, and requirements of the County. Although all food service will be between the individuals attending the scheduled activity and the Contractor, the Lake County Parks and Trails Division retains the right to periodically inspect all work to ensure that the Contractor is providing a safe and pleasing product at reasonable prices to the public.

The term of this Agreement is one (1) year from the date of County signature specified below and may be renewed for three (3) additional one (1) year periods.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Office and by CONTRACTOR through duly authorized representative.

COUNTY:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to legal sufficiency:

Melanie Marsh, County Attorney

VENDOR

Name of Firm: _____
By; Name: _____
Title: _____
Signature: _____
Date: _____

MailingAddress: _____

