



**LAKE COUNTY**  
FLORIDA

**REQUEST FOR PROPOSAL (RFP)**

**Vendor Operations of Food Concessions at Minneola Athletic Complex**

<b>RFP Number:</b>	<u>19-0706</u>	<b>Contracting Officer:</b>	<u>Amy Munday</u>
<b>Proposal Due Date:</b>	<u>December 5, 2018</u>	<b>Pre-Proposal Conference Date:</b>	<u>See Section 1.4</u>
<b>Proposal Due Time:</b>	<u>3:00 P.M.</u>	<b>RFP Issue Date:</b>	<u>November 8, 2018</u>

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<b>SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:</b>	
Proposal and Performance Bond:	Not applicable
Certificate of Competency/License:	See Section 1.15
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 countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified in this solicitation.

**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 Name:** \_\_\_\_\_

## **SECTION 1 – SPECIAL TERMS AND CONDITIONS**

### **Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract to provide vendor operation of food concessions at the Minneola Athletic Complex. Services are to be provided as described within this solicitation and its attachments. The sample contract, attachment four (4) in 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 should be directed in writing [fax and e-mail accepted] to the below named individual who will be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

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

Phone : 352.343.9765 Fax : 352.343.9473  
E-mail: [amunday@lakecountyfl.gov](mailto:amunday@lakecountyfl.gov)

No answers given in response to questions submitted will 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 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, which are listed in order of descending importance:

1. Experience and background of the vendor in the services to be provided.
2. Proposed plan 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 Service.

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 area which is located at Minneola Athletic Complex, 1300 Fosgate Road, Minneola, Florida 34715 to familiarize themselves with the site conditions. 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 visit on Section 4, Certification of Mandatory Site Examination.**

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

As specified in attached sample agreement.

**Section 1.6: Option to Renew**

As specified in attached sample agreement.

**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 addressed in the attached sample agreement.

**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 (FedEx, 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 Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package must 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 due date of the solicitation.

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 FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
313 SOUTH BLOXHAM AVENUE  
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not 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 must be sealed and delivered to the Office of Procurement Services no later than the official proposal due 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 or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

**A. Economy of Presentation**

Each proposal must be prepared simply and economically, providing a straightforward, concise description of the vendor'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 vendor concentrate on accuracy, completeness, and clarity of content.

**B. Proposal Guidelines**

To facilitate analysis of its proposal, the vendor 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 must be 8.5 x 11 inches, not including foldouts. Pages must be single-spaced. The text size must 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 must be numbered sequentially by section.

Legible tables, charts, graphs and figures must be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays must be uncomplicated, legible and must not exceed eleven (11) by seventeen (17) inches in size. Foldout pages must fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

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 vendor's name.

**C. Proposal Sections and Content:**

Proposals must be organized into the following major sections.

**Tab 1 - Vendor Profile & Required Information**

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History. Provide completed Firm Profile Form (copy attached). Also attach proof of license to practice in Florida, and confirmation of corporate registration in Florida. If the individual signing the proposal is not listed as a corporate officer on the vendor's SunBiz registration, provide evidence of signatory authority for the individual signing the proposal executed by a corporate officer, or other confirmation thereof satisfactory to the County.
- 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. Any required licenses or permits.

**Tab 2 - Proposed Solution Descriptions**

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor.
- 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 product /service has been used within the past 3 years. Please use the form attached.

**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 Section**

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 the 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 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.

**Tab 7 - Other Information**

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the vendor. This information should be succinct.

**Section 1.14: 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.

**Section 1.15: Certificate of Competency/Licensure**

Any person, firm, corporation or joint venture that 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 the 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 subcontractors or vendors hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the subcontractors/hired vendors must be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the subcontractors/hired vendors certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and must comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in this solicitation. Damages, penalties, or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections must be borne by the vendor.

### **Section 1.16: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods 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 stated in this solicitation. In the event that the vendor intends to subcontract any part of its work to another vendor, or will obtain the goods specifically offered under the contract from another source of supply; the vendor may be required to verify the competency of its subcontractor 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 subcontractor 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 under this solicitation, 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 purchased under the contract must 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: E-Verify**

Upon award of a contract resulting from this solicitation, the 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 all new persons hired by the contractor during the term of the contract.



The contractor shall include in all contracts with subcontractors performing work pursuant to any contract arising from this solicitation an express requirement that the subcontractors 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 all new employees hired by the subcontractors during the term of the subcontract.

**Section 1.19: Labor, Materials, and Equipment Must 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 must be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the County's Project Manager.

**Section 1.20: Licenses, Permits and Fees**

The vendor shall maintain and pay all licenses, permits and inspections 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 1.21: Minimum Wages**

Under the contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, must 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 1.22: 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.

Accordingly, the vendors performing under the contract will be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County which includes the new information relevant to the specific material.

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## **SECTION 2 – STATEMENT OF WORK**

### **SCOPE OF SERVICES**

Minneola Athletic Complex is approximately 26.27 acres and currently contains one small playground, one soccer field, one football field, two softball fields, one baseball field, one little league field, and one softball/baseball field. Parking for up to 83 vehicles is included at the site. At this time there is one (1) concession area established, which is located at the baseball/softball fields. This area is closed 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

**Note: There are no pest control services for the concession area. The vendor will be responsible for all pest services. Concession area are “As Is” only, there are no upgrades allowed to any structures. **VENDOR – please initial and that you have read this note: \_\_\_\_\_****

Vendors may propose additional concession areas within the Park that is awarded during the course of the contract period. Improvements, including a second concession, are currently planned, but there is no estimated date of completion.

The following sections of the statement of work apply to the operation of the concessions in both facilities:

#### **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, major appliances, 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.

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## 2. Employee Standards:

- The operator will ensure a party fully responsible for all operations is on-site for all scheduled leagues, special events, and tournaments deemed by the County. These include seasonal football, soccer, baseball, softball, tennis, basketball and volleyball leagues that request concessions be opened for their practices and or games. **VENDOR – please initial that you have read this: \_\_\_\_\_.**
- 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.
- The Contractor and contractor’s employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.

## 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:**

- Minneola Athletic Complex – Approximately 235 SF interior floor space that includes an established concession area. There is no storage area located on site.

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- 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
- Pest Control Services

**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.

- Structural modifications / renovations prohibited inside or outside (adjacent to concession area).

**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.

## **SECTION 3 – GENERAL TERMS AND CONDITIONS**

### **3.1 DEFINITIONS**

**Addenda:** means a written change to a solicitation.

**Contract:** means the agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** means the vendor to whom award has been made.

**County:** means Lake County, Florida.

**Modification:** means a written change to a contract.

**Proposal:** means any offer submitted in response to a Request for Proposal.

**Proposer:** means anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** means 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:** means the written document requesting either bids or proposals from the marketplace.

**Vendor:** means 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”, and “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 (FEIN).
6. Americans with Disabilities Act (ADA).
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, are to be made in writing to the procurement representative no later than five (5) working days prior to the proposal due date. Such inquiries or request for information must be submitted to the procurement representative in writing and must

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 will 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**

The proposer shall be thoroughly familiar with the requirement of this solicitation. Ignorance of these matters by the proposer will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

#### **E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part of the solicitation with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will 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 must contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal will be irrevocable unless the proposal is withdrawn as provided in this solicitation. 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 will 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 will 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. Proposers shall use a type or ink to complete the proposal. 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 proposer's firm must sign the proposal. **THE COUNTY MAY REJECT THE PROPOSAL IF IT IS NOT SIGNED.**
- D. The proposer may submit alternate proposals 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 in this solicitation, each submit a proposal for the same contract, such proposals will be presumed to be collusive. "Related parties" mean the proposer or the principals of the proposer which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals of the parent company 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 will also be presumed to be collusive. Proposals found to be collusive will 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 solicitation does not commit the County to make an award nor will 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

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by a seller. Except for items specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, 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 will 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 will be deemed 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 will 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 will be taken into account in evaluating the responsibility of the proposer.
- 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 may do so as set forth in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract will be binding upon and will 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 the parties. The failure of any party 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 of the contract, nor in any way affect the validity of, or the right 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 will be referred to Procurement Services.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases will be governed by the same terms and conditions as stated in the contract 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 vendors 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 vendors. Exercise of the above options requires the prior approval of the Procurement Services Manager.

### 3.15 WARRANTY

All warranties express and implied, must be made available to the



County for goods and services covered by this solicitation. All goods furnished must 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 the 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 the contract. In no event will 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 described in this solicitation 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 the contract.

### **3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of any contract period must, 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 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 its 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 in this solicitation, 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 in the contract, 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 employees of the vendor will be considered at all times its employees, and not an employees or agents of the County. The contractor shall provide employees 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 attorneys' 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 contract by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection with those claims and losses, 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 attorneys' fees which may be incurred. The vendor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the vendor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in this solicitation or any contract arising from this solicitation.

### **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 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 the contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under the contract. The County will be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County will 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 will be cancelled and the vendor will 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 any contract arising from this solicitation, 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 in the contract. The County further reserves the right to suspend or debar the vendor in accordance with the County's ordinances, resolutions and 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 services from any source and use any method deemed in its best interest. All re-procurement cost will 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 attorneys' fees.

### **3.29 RIGHT TO AUDIT**

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 the contract at its place of business during regular business hours. The vendor shall retain all records pertaining to the contract and upon request make them available to the County for a minimum of three (3) years, or as required by Florida or Federal law, whichever is longer, following expiration of the contract. 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. Additionally, the contractor agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed under any contract arising from this solicitation. 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 must be reimbursed to the County by the contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the contractor's invoices and records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) days from presentation of the County's audit findings to the contractor.

### **3.30 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 in the contract. 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 will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from the contract will 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 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 will be considered defective and not acceptable and the contractor will not be eligible for any compensation.

### **3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contracts resulting from this solicitation will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely 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 business organization submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law. A copy of the registration/ application may be required prior to award of a contract. 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 will assume full responsibility for the successful performance under the contract. The vendor will 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 may be made without the consent of the County. The vendor will 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 under the contract, but will 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 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 may 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 will 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 will be the right to seek an extension to the contract time. However, this provision will 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 each contract that exceeds One Hundred Ninety-Five Thousand dollars (\$195,000.00), any organization awarded a contract must 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. Any contract requiring this certificate will contain a provision that the original contract price and any additions will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one (1) year following the end of the contract.

### **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.

### **3.38 TOBACCO PRODUCTS**

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

### **3.39 CERTIFICATION REGARDING SCRUTINIZED COMPANIES.**

By submitting a proposal, the vendor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The vendor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The vendor further understands that any contract with the County for goods or services may be terminated at the option of the County if the vendor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

**SECTION 4 – PRICING / CERTIFICATIONS / SIGNATURES**

**RFP TITLE: Vendor Operation of Food Concessions at Minneola Athletic Complex**

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- 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.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices will govern for all services priced on that basis as requested under this solicitation.
- All pricing will be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted will remain valid for a ninety (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.**
- **If the vendor has questions regarding the applicability of Chapter 119, Florida Statutes, to the vendor’s duty to provide public records relating to the contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
<p>The vendor must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
<b>Part II:</b>
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

## PRICING SECTION

The vendor agrees to pay to COUNTY, as consideration for use of **Minneola Athletic Complex** concession area, \$\_\_\_\_\_ per month for the one 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.

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**By Signing this Proposal, the Vendor 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 vendor 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 contracts or other transactions required by award of this solicitation.

**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 the contract will be responsible for its own purchases and will 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 an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Certification Regarding Acceptance of County VISA-based Payment System**

Vendor will accept payment through the County VISA- based payment system:  Yes  No

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If "yes" is checked, provide supporting detail:  
\_\_\_\_\_

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**Certification of Recycled Material Content for Manufactured Goods**

Vendors are advised that the County supports maximum appropriate utilization of recycled materials within all manufactured goods purchased by the County. The County may consider relative degrees of recycled content within offered goods when pricing amongst vendors is essentially equal. To support that intent and process, vendors are urged to confirm and certify the percentage of recycled materials used in the manufactured goods being offered by the vendor by completing this entry: \_\_\_\_% (vendor may be requested to provide supporting detail during evaluation).

**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.

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**Certification Regarding Background Checks**

Under any County contract that involves vendor or subcontractor personnel working in proximity to minors, the vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the vendor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any vendor employee found in violation of this requirement. Vendor shall indemnify the County in full for any adverse act of any such personnel in this regard. **Additional requirements may apply in this regard as included within any specific contract award.**  Yes  No

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

<b>General Vendor Information and Proposal Signature:</b>	
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: _____
<b>Award of Contract by the County: (Official Use Only)</b>	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
<b>Vendor awarded as:</b>	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official: _____	Date: _____
Printed name: _____	Title: _____

**SECTION 5 - ATTACHMENTS**

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

**Attachment 2: Proposed Menu**

**Attachment 3: Minneola Athletic Complex Map**

**Attachment 4: Sample Agreement**

**WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone/email	
Dates of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone/email	
Dates of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone/email	
Dates of Service	
Type of Service	
Comments:	





# Minneola Athletic Complex

## SOUTH LAKE COMMUNITY PARK



### SITE DIRECTORY

- Parking
- Multi-Use Trail
- Restroom
- Exercise Station
- Pavilion
- Playground
- Concession
- Dog Park
- Path Lighting (Typical)
- Batting Cages