

SUBMIT PORPOSALS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn.: PURCHASING AND CONTRACTS DIVISION	REQUEST FOR QUALIFICATIONS and Respondent Acknowledgment
Contact: Tammy L. Roberts, CPPB Senior Procurement Analyst 407-665-7115 – Phone 407-665-7956 – Fax troberts@seminolecountyfl.gov	REVISED 03/11/2011 RFQ-600997-10/TLR Concessionaire for Parks & Events
Due Date: Open Until Filled	Location for submittals: Purchasing and Contracts Division 1301 E. Second Street Sanford, FL 32771
Respondent Name:	Federal Employer ID Number or SS Number:
Mailing Address:	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: <i>(Circle one)</i> Corporation Partnership Proprietorship Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number:	Typed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposal as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant understands the proposed work requirements.

Section 1 – Scope of Services

Provide quality, consistent, affordable food and beverage services that meet the needs of our parks, programs and events.

Specified criteria:

- Mobile concessions or units that are self-sufficient and self contained with regards to utilities (electric & water) and ice.
- Varied and healthful menu including but not limited to fruit, sandwiches, salads, sports drinks, bottled water, specialty items such as coffees, snacks, desserts etc..
- Ability to cater both large and small functions and events from BBQ's, luncheons, dinners, snack foods, boxed lunches etc.
- Attractive, sanitary and aesthetically pleasing vending carts and trailers
- Service staff is uniformly presented and well trained in customer service practices and meets background screening requirements as requested by Seminole County.
- Ability to track and account for inventory and provide program/event reports back to Parks & Recreation Manager
- Ability to commit to consistent attendance and representation at park locations inclusive of holidays, nights and weekends.
- Ability to review and offer pricing and menu options with Parks & Recreation staff in order to best meet needs of particular programs and events
- Concession signage is attractive, professional (typically no handwritten signage)
- Vendor is accountable and responsible for cleaning and trash removal of immediate area adjacent to concession location.
- Vendor must provide a list of current references, clients and a history of the business.
- Vendor may be allowed to sub-contract with other purveyors if approved in advance by Seminole County.

All Additional Concessionaire Responsibilities as defined in Section 6 of the draft agreement, Attachment "F":

Vendor should be aware that park participants may bring food items into the facility for their own consumption. These items may not be sold to the general public.

Park Locations and Schedules

Vendors must be willing to work a flexible schedule based on programs, events and park hours.

Park Locations

- Red Bug Lake Park
- Sylvan lake Park
- Sanlando Park
- Others locations as deemed necessary (Potential for passive parks and natural lands areas depending on program or event)

Frequency - Potential Programs & Events

- Softball Leagues/Tournaments by season
 - Soccer Leagues/Tournaments by season
 - Tennis Leagues/Tournaments by season and event
 - Seasonal Programs/Events – Holidays/Spring Break/Summer
 - Ongoing Programs/Events
 - Special Occasions and on an as needed basis
 - Timing may include early morning 7am – 10pm, Monday through Sunday per scheduled programs and events.
 - Vendor is expected to be set-up in a timely fashion prior to program start – typically 30 minutes in advance.
-
- **Seminole County Leisure Services desires concessionaires to be versatile in offering a variety of food and beverage products.**
 - **Consideration will be given to all vendors submitting qualifications. However a vendor may not be selected if their products are similar to someone already under contract.**
 - **Vendors are not required to service all parks at the same time; however, consistency is desirable. Seminole County would like to provide similar products in each park so customers know what to expect.**

Section 2

General Conditions, Instructions and Information for Vendors

CONTACT: All prospective Vendors are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff members other than the noted contact person regarding this RFQ or their proposal at any time prior to a recommendation of award being posting on the Web Site for this project. Any such contact may be cause for rejection of your proposal.

DELIVERY LOCATION: Proposals shall be received in the Purchasing and Contracts Division at the address stated herein. Persons with disabilities needing assistance to participate should call the contact person at least 48 hours in advance of delivery at 407-665-7115.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Vendors of all changes in scheduled due dates by posting the notification in the Purchasing and Contracts Web Site.

PROPOSAL SUBMISSION AND WITHDRAWAL: The COUNTY will receive proposals at the above address. The outside of the envelope/container must be identified with the RFQ Number and title as stated above. The envelope/container must also include the Vendor's name and return address. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any proposal.

The COUNTY cautions Vendors to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling 407-665-7115, before the 2:00 deadline.

Vendors shall submit **THREE (3) COMPLETE SETS** (one [1] original and two (2) copies) of their completed proposal with all supporting documentation in a sealed envelope/container marked as noted above. The Vendor may submit the proposal in person or by mail.

Proposals, once opened, become the property of the COUNTY and will not be returned to the Vendors.

No additional information may be submitted or follow-up performed by any Vendors after the submitted outside of a formal request or presentation to the Evaluation Committee.

INQUIRIES/INTERPRETATIONS: All Vendors shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing and Contracts Division in writing prior to submitting a proposal; failure to do so on the part of the Vendor will constitute an acceptance by the Vendor of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFQ documents including the attached draft agreement, shall be requested in writing, and received by the County Purchasing and Contracts Division at least ten (10) business days prior to submitting a proposal. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this RFQ. Telephone No. 407-665-7115, Fax No. 407-665-7956. Oral statements given will not be binding.

ADDENDUM: Should revisions to the RFQ documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Vendors should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division periodically to verify information regarding Addenda. Failure to do so could result in rejection of the proposal as unresponsive. Vendor shall sign, date, and return the latest addendum with their Proposal. Previous addenda will be deemed received. Addenda information will be posted on the COUNTY's Web Site at www.seminolecountyfl.gov/purchasing. It is the sole responsibility of the Vendor to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: All proposals will be evaluated by County staff in accordance with the criteria set forth in the RFQ documents. The County may conduct interviews/presentations as part of the evaluation process. The County will not be liable for any costs incurred by the Vendor in connection with such presentations.

The COUNTY anticipates award to the Vendor(s) who submits the proposal judged by the COUNTY to be the most advantageous and offers the best value to the County. The Vendor(s) understands that this RFQ does not constitute an agreement or a contract with the Vendor. The COUNTY reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

PROPOSAL PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. Vendors should prepare their proposals simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of the RFQ.

ACCURACY OF PROPOSAL INFORMATION: Any Vendor which submits in its proposal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Vendor's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to final execution of the Contract. See Draft Agreement, Section 12 for minimum limits.**

LICENSES/CODE REQUIREMENTS: Vendors, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFQ. Should the Vendor not be fully licensed and certified, its proposal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Vendor. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations Federal, State, County, City, etc., including state and local health, safety and fire codes, are the responsibility of the Vendor.

POSTING OF PROPOSAL AWARD: Recommendation for award will be posted for review by interested parties on the County's Web Page (www.seminolecountyfl.gov/purchasing) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after receiving, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Vendors must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION: Seminole County reserves the right to accept or reject any or all proposals and to make the award to those Vendors, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Vendors in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the proposal response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Vendor's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

DELIVERY: Delivery will be determined by Seminole County.

PURCHASING CODE: The Purchasing Code and Procedures apply in its entirety with respect to this RFP.

AFFIRMATION: By submission of a proposal, Vendor affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Vendor agrees to abide by all conditions of this Request for Proposal and the resulting contract.

MISTAKES IN PROPOSAL: Vendors are expected to examine the terms and conditions, specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Vendor's risk. In the event of extension error(s), the unit price will prevail and the Vendor's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Vendor's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Vendor.

DISQUALIFICATION OF VENDOR: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Vendor is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Vendors are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Vendors. Proposals in which the prices obviously are unbalanced will be subject to rejection.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered on this proposal prior to their delivery, it shall be the responsibility of the Vendor to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

PATENTS AND COPYRIGHTS: The Vendor, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Vendor. Further, if such a claim is made, or is pending, the Vendor may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Vendor and receive reimbursement. If the Vendor used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Vendors submitting a response to this Request for Proposals agree that such response also constitutes a proposal to all governmental agencies within the State of Florida, under the same conditions, for the same contract

price, and for the same effective period as this proposal, should the Vendor feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

ADVERTISING: In submitting a proposal, Vendor agrees not to use the results thereof as a part of any commercial advertising without the express written approval by the appropriate level of authority within the County.

Section 3 – Instructions for the preparation of Proposals

The Vendor(s) warrants its response to this Request for Qualifications to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below. Vendors are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Vendors are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Vendor. Failure to provide requested information may result in disqualification of response.

The proposal must be divided into three (3) sections with references to parts of this RFQ done on a section number/paragraph number basis. The three (3) sections shall be named:

1. Required submittals
2. Experience/Qualifications
3. Price proposal

1. REQUIRED SUBMITTALS:

Letter of Transmittal: The proposal letter shall be addressed to the County Purchasing and Contracts Division and shall include at a minimum the following:

- Name of Individual, Partnership, Company, or Corporation submitting proposal;
- County's Request for Proposal (RFP) number;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature(s) or representative(s) legally authorized to bind the Vendor.

Corporate Information: If a Vendor is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Vendor in the past five (5) years which is related to the services that Vendor provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past 5 years.

Current Workload: Provide a listing of your individual/firm current and projected workload. The Vendor shall include a graph or other informational diagram/format indicating the allocated and available man-hours. Indicate commitment of staff available for this project.

Project Understanding: The Applicant shall clearly state project objectives and anticipated deliverables. In addition, the Applicant shall indicate why they should be chosen to help the County in this endeavor.

Vendor's Certification: Complete the "Vendor's Certification Form" included in this proposal package as indicated.

Conflict of Interest Statement: Complete the “Conflict of Interest Statement” included in this proposal package as indicated.

Compliance with the Public Records Law: See form included in this package.

Drug-Free Workplace: See form included in this package.

Taxpayer Identification Number (W-9 Form): Complete the “W-9 Form” included in this bid package as indicated.

2. EXPERIENCE/AESTHETICS/QUALIFICATIONS:

Experience - Vendor shall have a minimum of SIX (6) MONTHS of experience in concession services. The submission must include:

- A. List three (3) references for which your company provided similar services as requested in this RFQ. List the names of the client (name, address, telephone number, fax number and the title of the position that was filled by your company).
- B. Indicate revenue/volume of the food service sites for the above clients.

Aesthetics – Vendor shall describe the appeal of products/services offered, including but not limited to:

- A. Color pictures of Mobile Concession unit(s)
- B. Menus with pricing

Qualifications - Vendor shall explain the Scope of Services; detail the approach in providing food services. Include the following information:

- A. Resumes
- B. Appropriate licenses and business certifications
- C. Describe position and list of personnel, by name and title, contemplated to perform the work.

3. PRICE PROPOSAL:

Vendor shall be responsible for remitting to the County a percentage commission of the total gross sales as indicated on the Price Proposal form.

Vendor shall include with the commission payment a detailed report of sales by location and program/event.

Using the attached *Price Proposal form* the Vendor shall present the percentage commission of the total gross sales. Price Proposals not submitted on the Attached Form shall render the Proposal unresponsive. The prices offered are for User Fee paid to the County based on a percentage of gross receipts from sales of mobile unit food and beverage products less any applicable state sales taxes.

Section 4 – Evaluation of Proposals

4.1 EVALUATION METHOD

The COUNTY will appoint a committee consisting of members of its staff to evaluate qualifications and to recommend, to the proper level of authority, the Vendor which meets the best interests of the COUNTY. The COUNTY shall be the sole judge of its own best interests, the qualifications, and the resulting agreement. The COUNTY's decisions will be final. Award(s) will be made to the proposal which presents the best value to the COUNTY based on the entire evaluation process and all the information gathered.

4.2 EVALUATION CRITERIA

The following criteria will be used in the evaluation of the proposals:

Experience/Aesthetics/Qualifications

Price Proposal

The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Vendors, the ability to comply with required schedule, past record of integrity and past record of performance.

ASSESSMENT:

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

QUALIFIED: Proposal meets the requirements in a way that benefits the County and has appealing features which benefit the County and its patrons.

NON-QUALIFIED: Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted. Product and/or services are not desired at this time. A vendor may not be selected if their products are similar to someone already under contract.

**Section 5
Price Proposal**

PROJECT: **CONCESSIONAIRE FOR PARKS AND EVENTS**

COUNTY CONTRACT NO. **RFQ-600997-10/TLR**

Name of Vendor: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (____) _____ FAX Number: (____) _____

E-Mail Address: _____

Pursuant to and in compliance with the Request for Proposals, Instructions to Vendors, and the other documents relating thereto, the undersigned Vendor, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform all of the Work required in connection with the required services, all in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the amount hereinafter set forth less user fees.

The undersigned, as Vendor, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Vendors" and elsewhere in the Contract Documents may result in a finding that the Vendor is non-responsive.

User Fee Payable:

User Fee paid to Seminole County is based on a percentage of gross receipts from sales of mobile unit food and beverage products less any applicable state sales taxes. List the percentage in the following paragraph.

For each and every month of the Agreement, the Vendor shall pay to the County a sum of money called User fee equal to _____ percent (____%) of Contractor's gross receipts from sales during each such calendar month or fractional calendar month from the mobile unit sales. For any additional fractional calendar month during the term, the Contractor shall pay the County a User fee computed as above based upon the gross receipts from sales during such fractional calendar month. The date the User fee is required will be determine after the Agreement is executed. The User Fee received after the agreed date shall bear interest at the rate of 1-1/2% per month from the date due until paid. Checks are to be made payable to the Board of Seminole County Commissioners.

IN WITNESS WHEREOF, VENDOR has hereunto executed this FORM this _____ day of _____, 20____.

(Name of VENDOR)

(Signature of person signing FORM)

(Printed name of person signing FORM)

(Title of person signing FORM)

Attachment A
VENDOR'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Vendors, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Vendor interested in said proposal; and that the undersigned executed this Vendor's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

Signature

Name & Title, Typed or Printed

Mailing Address

City, State, Zip Code

()

Telephone Number

Sworn to and subscribed before me

This _____ day of

20

Signature of Notary

Notary Public, State of _____

Personally Known

-OR-

Produced Identification _____

Type: _____

STATE OF FLORIDA)
) ss
COUNTY OF _____)

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

Title

(Printed typed or stamped
commissioned name of notary public)

Attachment C
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Vendors must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: RFQ-600904-10/TLR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Firm

Date

Attachment E
Request for Taxpayer Identification Number and Certification
(W-9 Form)

**COUNTY FINANCE
NEW VENDOR REQUISITION FORM**

DATE: _____

VENDOR # _____

VENDOR NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

TAX ID NUMBER: _____

COMPANY
(Select one of the
following)

- ☐ Consultant
- ☐ Rental
- ☐ Commodities Only
- ☐ Commodities/Services
- ☐ Non-Profit
- ☐ Water & Sewer Refund

COMMENTS: _____

REQUESTED BY: _____ ENTERED BY: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9.** A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10.** A real estate investment trust;
- 11.** An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12.** A common trust fund operated by a bank under section 584(a);
- 13.** A financial institution;
- 14.** A middleman known in the investment community as a nominee or custodian; or
- 15.** A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Attachment F
Draft Agreement

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**PARKS AND EVENTS CONCESSIONAIRE SERVICES AGREEMENT
(RFQ-600997-10/TLR)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between _____, whose address is _____, hereinafter referred to as "CONCESSIONAIRE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY owns and operates the Seminole County Park System, Florida; and

WHEREAS, the COUNTY desires to make food and beverages available at COUNTY parks and events pursuant to the terms of this Agreement to the users and patrons of its parks; and

WHEREAS, the CONCESSIONAIRE is competent to provide services under the terms of this Agreement including the preparation and sale of food and beverage products.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONCESSIONAIRE agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the CONCESSIONAIRE shall provide for the sale of food and beverages at COUNTY parks and events. The CONCESSIONAIRE hereby agrees to perform the services as described in Exhibit "A," Scope of Services, attached herein.

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SECTION 2. TERM. The term of this Agreement shall commence upon execution of the Agreement by the parties and shall be in effect for a period of one (1) years and, at the option of the parties, may be renewed for two (2) additional one (1) year term.

SECTION 3. COMMISSION ON NET SALES.

(a) The CONCESSIONAIRE shall pay to the COUNTY a commission of _____ (____%) of gross sales for food and beverage services at Seminole County Parks for the entire term of this Agreement.

(b) Commission not paid by the due date shall bear interest at the rate of one and one-half percent (1½%) per month from the date due until paid.

(c) All commissions due the COUNTY under this Agreement shall be paid monthly to the COUNTY on or before the fifteenth (15th) day of the calendar month succeeding the month for which the payment is applicable.

(d) In computing the commission due the COUNTY, the first monthly accounting period shall commence on the date the CONCESSIONAIRE opens for business and shall end at the close of business on the last day of the same calendar month.

SECTION 4. CONCESSION RIGHTS.

(a) Subject to the terms and conditions of this Agreement, the COUNTY grants CONCESSIONAIRE non-exclusive rights to provide food and beverage concessions at the locations and facilities identified on the attached Exhibit "B" and for events as directed by the COUNTY. Concession rights specifically exclude coin-operated beverage and snack machines, the rights to which are retained by the COUNTY.

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(b) COUNTY reserves the right for its patrons and employees to provide, prepare, and store food and beverages for their own use and consumption.

SECTION 5. MENU AND PRICING.

(a) The prices of each Concession Product are subject to the COUNTY's approval. The pricing of each item is to remain firm for the first term of this Agreement unless the CONCESSIONAIRE requests a price adjustment and the COUNTY approves the requested adjustment. Pricing will be consistent for all. No special discounts for specific groups will be allowed.

(b) Seasonal adjustments or other menu adjustments including price changes of a minor nature may be necessary during the term of this Agreement. All seasonal or minor menu adjustments must be approved by the COUNTY. In the event that the COUNTY exercises its option to renew this Agreement, the CONCESSIONAIRE shall update the Concession Product menu and prices to accurately reflect what is provided by the CONCESSIONAIRE.

(c) Concession Products shall be high quality in terms of food content and preparation. Samples of Concession Products shall be submitted to the Support Services Manager prior to sale.

SECTION 6. CONCESSIONAIRE RESPONSIBILITIES.

(a) CONCESSIONAIRE shall be responsible for obtaining all necessary permits and licenses.

(b) CONCESSIONAIRE shall be responsible for compliance with all requirements of federal, state and local laws, rules, and regulations related to the operation and sale of vending items.

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(c) CONCESSIONAIRE shall be responsible for all damage to its equipment when the damage is caused by fire, flood, lighting or any cause beyond the control of the COUNTY.

(d) CONCESSIONAIRE shall prepare and affix signage, as approved by the COUNTY displaying the food items and pricing in plain view of patrons.

(e) CONCESSIONAIRE shall assure adequate staffing of all facilities with sufficient, suitable personnel and the personnel shall be the sole responsibility of the CONCESSIONAIRE.

(f) CONCESSIONAIRE shall assure that all personnel assigned to COUNTY facilities shall be courteous and properly attired at all times. CONCESSIONAIRE shall provide uniforms for its employees including, at a minimum, a shirt or blouse with nametag identification.

(g) CONCESSIONAIRE shall provide at its sole cost, paper products, including napkins, and straws, necessary to support the concession operation.

(h) CONCESSIONAIRE shall provide all necessary food service equipment and fixtures to support its concessions under the terms of this Agreement. Equipment and fixtures shall be adequate to respond to patron demand efficiently. The COUNTY shall provide no food service or storage equipment.

(i) CONCESSIONAIRE will be responsible for all equipment maintenance and repair, at his/her expense, as follows:

(1) Cleaning and polishing of the equipment so that the equipment is clean and presentable at all times.

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(2) Routine maintenance - all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Emergency service to be provided as required.

(4) Compliance with Section 212.0515(3)(a), Florida Statutes (2009), which requires a particular notice to be affixed to all vending machines is required.

(j) CONCESSIONAIRE shall participate in all aspects of the COUNTY's recycling program including source separation of waste and recyclables. CONCESSIONAIRE shall coordinate its recycling efforts with the COUNTY's Recycling Coordinator.

(k) CONCESSIONAIRE shall provide prompt, efficient and courteous service.

(l) The sale of Concession items shall be made from locations that are approved by the COUNTY.

(m) The public's right of use and enjoyment of COUNTY facilities shall not be infringed upon by any activity of CONCESSIONAIRE.

(n) CONCESSIONAIRE agrees to observe and comply with all rules and regulations adopted by the COUNTY with respect to use of COUNTY facilities.

(o) CONCESSIONAIRE shall employ sufficient, suitable personnel and such employees shall be the sole responsibility of CONCESSIONAIRE. Employees shall, at all times, reflect personal cleanliness.

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(p) CONCESSIONAIRE shall obtain all licenses and permits as required by the state and local authorities and shall comply with all health, sanitary and other regulations and laws.

(q) CONCESSIONAIRE agrees to use recycled paper products whenever possible.

(r) CONCESSIONAIRE shall maintain all assigned areas in a clean, sanitary condition consistent with all pertinent health and sanitary codes and authorized health authorities.

(s) CONCESSIONAIRE shall maintain a high quality of food and beverage and the COUNTY reserves the right to determine whether a particular product complies with the above standards.

(t) Concession units are not to be on park grounds over night. Units are to be removed daily at the conclusion of each day of the event.

(u) Confirming scheduled event start times or cancellation will be the responsibility of the CONCESSIONAIRE.

(v) CONCESSIONAIRE may not advertise off site nor promote events.

(w) CONCESSIONAIRE shall maintain a fax machine and phone to communicate with COUNTY staff.

(x) CONCESSIONAIRE is not to give price breaks or free products to COUNTY staff members.

(y) CONCESSIONAIRE shall not employ any permanent or temporary COUNTY employee.

SECTION 7. COUNTY RESPONSIBILITIES.

The COUNTY shall provide trash dumpsters at Parks.

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SECTION 8. REMOVAL OF CONCESSIONAIRE PERSONNEL. The CONCESSIONAIRE agrees, upon written direction by COUNTY setting forth just cause, to remove from service at COUNTY facilities, any of its employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. CONCESSIONAIRE shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

SECTION 9. POWERS RESERVED BY COUNTY. The COUNTY reserves, but is not limited to, the following powers:

(a) Final determination of the quality and retail prices of all concession items, realizing that adjustments in prices could effect menu prices.

(b) Final determination of all food items.

(c) Final determination of the design, layout and location of all physical improvements for the Concession activities and any future changes or modifications.

(d) The power to terminate this Agreement for acts of default by the CONCESSIONAIRE in accordance with Section 14 of this Agreement.

SECTION 10. FINANCIAL REPORTING AND ACCOUNTABILITY. The CONCESSIONAIRE shall maintain at all times accurate computerized accounting records on the operation of this concession. The form and substance of the accounting system shall be subject to the determination of the Support Services Manager and shall include, but not be limited to, the following:

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(a) Complete separation of financial records for this Concession operation from those of any other of the CONCESSIONAIRE's enterprises or business activities at other than COUNTY locations.

(b) A complete financial system which conforms to generally accepted accounting principles and practices and includes annual line item budgeting for expenditure and revenue accounting, accounts segregating, and identifying assets, liabilities, and net worth.

(c) Documentation supporting all entries into the financial accounting system to include all expenditure invoices, payroll summaries and copies of payroll tax returns, revenue and bank deposit receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly.

(d) Complete inventory control records before and after each day's activities and an actual cash count of each day's sales receipts.

(e) Any other specific accounting information related to the Concessions operation which is determined by the COUNTY to be meaningful and necessary.

(f) CONCESSIONAIRE shall maintain, at its principal place of business, for a period of not less than five (5) years documentation for transactions relating to the computation of Gross Revenue and Net Sales. The COUNTY shall have the authority to make copies of all record for the purpose of verifying the accuracy of the CONCESSIONAIRE's financial obligations and payment to the COUNTY. It shall be the responsibility of the CONCESSIONAIRE to provide all

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information reasonably necessary for the audit at no expense to the COUNTY.

(g) Unless notice of dissatisfaction shall be served by the COUNTY the CONCESSIONAIRE within three (3) years after the receipt of any statement submitted by the CONCESSIONAIRE as herein provided, such statement shall be deemed final and binding upon the parties.

(h) All accounting records, documents, books, inventories, and other such related information shall be made available for COUNTY inspection at any time during the term of this Agreement. In addition to the right of inspection, the COUNTY shall have the right at any time to conduct a full audit of the CONCESSIONAIRE's records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of the CONCESSIONAIRE relative to performance of this Agreement. The COUNTY is responsible to pay for all audits conducted by the COUNTY or by the COUNTY's independent accounting firm. However, the CONCESSIONAIRE shall submit to COUNTY a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

(i) The CONCESSIONAIRE shall provide a financial operating statement by the fifteenth (15th) day of each month which details, on an accrual basis, all Gross Revenues, direct operating costs, and net profit resulting from the concessions operations for the preceding month. The CONCESSIONAIRE shall provide other financial reports on the Concessions operation as are determined necessary and appropriate by the COUNTY, including day by day statements including all payroll, product inventory in and out, and receipts, which shall be

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accomplished daily. The CONCESSIONAIRE shall provide a monthly report with each payment request and a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

SECTION 11. INDEMNIFICATION. The CONCESSIONAIRE agrees to indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the CONCESSIONAIRE, its agents, servants, employees or other, or because of or due to the mere existence of this agreement between the parties

SECTION 12. INSURANCE.

(a) General. The CONCESSIONAIRE shall at the CONCESSIONAIRE's own cost, procure the insurance required under this Section.

(1) Before taking possession of the leased premises, the CONCESSIONAIRE shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer(s) evidencing the insurance required by this Section (Commercial Liability, Property Insurance, Business Automobile Insurance and Workers' Compensation). The Certificate of Insurance shall provide that the COUNTY shall be given not less than forty-five (45) days written notice prior to the cancellation, non-renewal or restriction of coverage. Throughout the term of this Agreement and any extensions thereof, the CONCESSIONAIRE

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shall provide the COUNTY with a renewal or replacement of insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, pursuant to the above, if required by the COUNTY, the CONCESSIONAIRE shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required

(3) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONCESSIONAIRE shall relieve the CONCESSIONAIRE of the CONCESSIONAIRE's full responsibility for liability, damages, and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Such companies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority, or shall fail to maintain the requisite Best's Rating and Financial Size Category, the CONCESSIONAIRE shall, as soon as the CONCESSIONAIRE has knowledge of any

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such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by that insurer with a different insurance company meeting the requirements noted above. Until such time as the CONCESSIONAIRE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONCESSIONAIRE shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONCESSIONAIRE, the CONCESSIONAIRE shall, at the CONCESSIONAIRE's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall commence prior to or concomitant with the Commencement of the Agreement and shall be maintained in force until the Agreement expires. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Commercial General Liability.

(A) The CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The minimum limits to be maintained by the CONCESSIONAIRE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be not less than the following amounts:

LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Products/Completed Each Occurrence Limit	\$300,000.00 \$300,000.00

(C) Additional Insured - The Board of County Commissioners of Seminole County, Florida, its officials, officers, and employees are to be included as additional insureds.

(2) Property Insurance. CONCESSIONAIRE's insurance shall provide property insurance covering real property as follows:

(A) Special Form - Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 10, and CP 10 30.

(B) Amount of Insurance shall be one hundred percent (100%) of the insurable replacement cost value of the building and structures inclusive of improvements or betterments.

(C) Maximum Deductible - FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Named Insured - The Board of County Commissioners of Seminole County, Florida must be included as a named insured.

(E) Flood Insurance - When building or structures are located within an identified special flood hazard area; flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

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(3) Business Auto Policy.

(A) The CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 02), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONCESSIONAIRE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONCESSIONAIRE shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONCESSIONAIRE shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(4) Workers' Compensation/Employer's Liability.

(A) CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the

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United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(d) Coverage. The insurance provided by CONCESSIONAIRE pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY shall be excess of and not contributing with the insurance provided by or on behalf of the CONCESSIONAIRE.

(e) Provision. Commercial general Liability required by this Agreement shall be provided on an occurrence rather than a claims made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONCESSIONAIRE or that of its employees or agents of liability from any obligation under this Agreement.

SECTION 13. TERMINATION OF AGREEMENT FOR BREACH.

(a) Material Breach: Any actions by CONCESSIONAIRE or any failure by CONCESSIONAIRE to perform any obligation hereunder which directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of COUNTY Parks shall be a material breach and shall entitle the COUNTY to terminate this Agreement and all rights arising hereunder upon fifteen (15) days written notice, provided that nothing herein shall preclude the COUNTY or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the CONCESSIONAIRE. The parties agree that the COUNTY shall retain the right through its Support Services Manager to determine whether any action or failure of CONCESSIONAIRE constitutes a material breach hereunder, any such determination shall be conclusive and shall be binding upon the parties hereto for the purpose of terminating the Agreement in accordance with the foregoing. For the purposes of this Agreement, if the CONCESSIONAIRE fails to provide required services for either three (3) consecutive days or six (6) days total during a season when leagues or tournaments are conducted such failure shall be a material breach of this Agreement.

(b) Loss of Essential Licenses - Extraordinary Breach. The parties agree that the loss by CONCESSIONAIRE of any license or permit necessary to legal performance of its duties and obligations hereunder shall constitute an extraordinary breach of this Agreement and shall be grounds for immediate termination by the COUNTY. This provision shall apply specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection shall apply

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irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. The parties agree that the COUNTY shall retain the right to demand performance which is in all ways satisfactory to it and the Parks Manager shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event CONCESSIONAIRE's performance hereunder is deemed unsatisfactory, the COUNTY shall have the right to terminate this Agreement and all rights and obligations hereunder. Upon delivery of fifteen (15) day's written notice to the CONCESSIONAIRE, notice of termination under this subsection shall provide such additional time for termination, discontinuance of operations, and vacation of facilities as deemed appropriate by the Director.

(d) Insolvency. The parties agree that the COUNTY shall have the right to immediately terminate this Agreement if CONCESSIONAIRE shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the CONCESSIONAIRE under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of the CONCESSIONAIRE, or in the event that a receiver or trustee shall be appointed for the CONCESSIONAIRE or the interest of the CONCESSIONAIRE under this Agreement.

(e) Abandonment. In the event the CONCESSIONAIRE shall cease to operate the Concession awarded herein, or shall vacate or abandon the premises, with the exception of mobile units, or shall permit the same

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to remain vacant or unoccupied without the consent of the COUNTY, the COUNTY shall have the right to immediately terminate this Agreement.

(f) Termination Accounting. In the event of termination under this Section, each party shall have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties agree to submit to the jurisdiction of the Courts of Seminole County, Florida, for such determination. The parties agree that in any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, the COUNTY shall be entitled to exclusive, free, and unobstructed use and possession of the Concessions areas, immediately after the period for termination notice as provided for above has passed.

SECTION 14. ADVERTISING. All permitted advertising by CONCESSIONAIRE, on site of the Concessions or CONCESSIONAIRE's services as it relates to this Agreement shall be approved by the Support Services Manager prior to use by CONCESSIONAIRE.

SECTION 15. UTILITY SERVICE. The COUNTY shall not provide water, electricity and sewer service to CONCESSIONAIRE's mobile unit.

SECTION 16. TAXES. The CONCESSIONAIRE shall pay any and all taxes or special assessments which may be levied or assessed upon the Concession leased hereunder. The CONCESSIONAIRE shall pay all taxes on its own personal property and leasehold. CONCESSIONAIRE shall be responsible for all sales taxes which may arise in connection with the operation of its business.

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SECTION 17. TERMINATION FOR CONVENIENCE. Upon providing thirty (30) days advance written notice, the COUNTY may terminate this Agreement for convenience of the COUNTY.

SECTION 18. INSPECTION. The COUNTY shall have the right to inspect, as it deems necessary, any or all of the CONCESSIONAIRE's operations including plants or warehouses, and when accompanied by the CONCESSIONAIRE's representative, other sources preparing or supplying food, milk or beverage items, etc., to ensure full compliance with health and sanitation standards. Based upon inspections, the COUNTY may reject any food, milk, or beverage items, etc., not conforming to health sanitation standards. Food handling and related personnel must meet standards of cleanliness and neatness which are acceptable to the Support Services Manager. All health and other regulations pertaining to food handling personnel shall be complied with.

SECTION 19. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein, without the written consent of the other.

SECTION 20. SUBCONTRACTORS. CONCESSIONAIRE shall not enter into subcontracts for any of the services to be performed hereunder by him without the prior written consent of the COUNTY.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONCESSIONAIRE to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONCESSIONAIRE an

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employee of the COUNTY, and the CONCESSIONAIRE shall be entitled to none of the rights, privileges or benefits of COUNTY employees.

SECTION 22. EMPLOYEE STATUS. Persons employed by the CONCESSIONAIRE in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 23. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreement sand negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 24. WAIVER OF BREACH OR DEFAULT. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

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For COUNTY:

For CONCESSIONAIRE:

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 26. AMENDMENTS. COUNTY or CONCESSIONAIRE may request amendments that would increase, decrease, change or clarify any of the provisions of this Agreement. Such changes must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 27. EQUAL OPPORTUNITY EMPLOYMENT. CONCESSIONAIRE agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 28. PUBLIC RECORDS LAW. CONCESSIONAIRE acknowledges COUNTY's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONCESSIONAIRE

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acknowledges that COUNTY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 29. GOVERNING LAW. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates written below.

CONCESSIONAIRE

Witness

By: _____

Print Name

Date:

Witness

Print Name

SEMINOLE COUNTY, FLORIDA

Witness

By: _____

RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Witness

Date:

Print Name

As authorized by Section 3.554,
Seminole County Administrative
Code.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Location List

AEC/sjs

8/23/10

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Parks and Events Concessionaire Services Agreement

RFQ-600997-10/TLR

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