



**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
(HCBCC)
GENERAL SERVICES & PURCHASING**

REQUEST FOR PROPOSALS (RFP)

The Board of COUNTY Commissioners (BCC), Highlands COUNTY, Sebring, Florida, will receive sealed proposals in the COUNTY Purchasing Department for the following services:

**RFP 10-033 CONCESSION STAND RENTAL FOR CONCESSION SERVICES:
 HIGHLANDS COUNTY SPORTS COMPLEX (REFERENCE RFP 09-045)
 NIGP CODE: 961-15**

Highlands County Board of County Commissioners is seeking firms or qualified individuals for Rental of Concession Stand for Concession Services at our existing Sports Complex located at 216 Sheriff's Tower Road; Sebring, FL 33870.

Determination of vendor qualifications for the above will be through a selection process and will be based on the vendor's proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, shall incorporate the RFP specifications and the vendor's proposal.

RFP with criteria, requirements, copy of scope of work may be downloaded from the web: www.hcbcc.net, or will be provided upon written request by contacting: Director, Gerald (Jed) Secory, CPPO, Highlands COUNTY BCC General Services / Purchasing Department 4320 George Boulevard; Sebring, Florida 33875-5803 Phone: 863-402-6523; Fax: 863-402-6735; or by E-Mail: gsecory@hcbcc.org or Assistant Director, Danielle Gilbert, CPPB, Highlands COUNTY BCC Purchasing, Phone: 863-402-6524, E-mail: dgilbert@hcbcc.org.

Proposal submissions must be sealed and marked with the name of the proposer, and the RFP number and title "**RFP 10-033 CONCESSION STAND RENTAL FOR CONCESSION SERVICES: HIGHLANDS COUNTY SPORTS COMPLEX (REFERENCE RFP 09-045)**" so as to identify the enclosed proposal. Each submittal shall include **(1) one original and (4) four copies** of the proposal. Proposals must be delivered to Highlands COUNTY Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803, so as to reach said office no later than **2:00 P.M., Thursday; March 11, 2010** at which time they will be opened. Proposals received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more COUNTY Commissioners may be in attendance at the proposal opening.

Highlands COUNTY Local Preference Policy will apply to the award of this bid.

The Highlands COUNTY Board of COUNTY Commissioners (HCBCC / COUNTY) reserves the right to accept or reject any or all proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each vendor's proposal. The Board reserves the right to waive irregularities in the proposal.

The Board of COUNTY Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Highlands COUNTY is an equal opportunity employer, a fair housing advocate and a handicap accessible jurisdiction. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act (ADA) or Section 286.26 Florida Statutes should contact Mr. John Minor, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: jminor@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida

Website: www.hcbcc.net

- END OF PAGE -

**BID REGISTRATION FOR:
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
RFP 10-033
CONCESSION STAND RENTAL FOR CONCESSION SERVICES:
HIGHLANDS COUNTY SPORTS COMPLEX (REFERENCE RFP 09-045)
NIGP COMMODITY Code: 961-15**

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Purchasing Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued. All addenda can also be found on the web: www.hcbcc.net

Bid Number and Title: **RFP 10-033 CONCESSION STAND RENTAL FOR CONCESSION SERVICES: HIGHLANDS COUNTY SPORTS COMPLEX (REFERENCE RFP 09-045) NIGP COMMODITY Code: 961-15**

Special Instructions: The (RFI) Request for Information Cut-Off date is Thursday, March 4, 2010.

Bid Opening: Bids must be delivered to Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803; no later than **2:00 P.M., THURSDAY; MARCH 11, 2010** at which time they will be opened. Bids received later than the date and time as specified will be rejected.

This form is for bid registration only.

**BIDDER REGISTRATION
EMAIL OR FAX THIS FORM BACK IMMEDIATELY
DANIELLE GILBERT: dgilbert@hcbcc.org
FAX: (863) 402-6735**

Carefully complete this form and mail or fax it to the Purchasing Department. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

E-mail: _____

SECTION 1.0 GENERAL TERMS AND CONDITIONS (Rev 09/2006)

- A. All responses shall become the property of the County.
- B. **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:

287.087, Preference to businesses with drug-free workplace programs:

In order to have a drug-free workplace program, a business shall:

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 under proposal 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 abide 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 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.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED IN THE PROPOSAL.

287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) 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, proposal, or reply 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(Note: currently, the threshold for category two projects is \$25,000.)

287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

SECTION 1.0 GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

- E. Respondents, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those responses in full or substantially full compliance with them.
- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Awards will be made to the respondents whose submittal is determined to be the most advantageous to the County, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:
 - 1. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
 - 2. Commercial General Liability: Occurrence Form Required: (Contractor / Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 - 3. Commercial Automobile Liability Insurance: (Contractor / Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

SECTION 1.0

GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

4. Special Requirements / Evidence of Insurance:

a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the COUNTY before commencement of any work activities. The formal insurance certificate shall also comply with the following:

- 1) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation.
- 2) The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
- 2.1) In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
- 2.2) Such notification will be in writing by registered mail, return receipt requested, and addressed to the General Services / Purchasing Director, 4320 George Blvd., Sebring, FL 33875-5803.

b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

N. If the goods or services being proposed are for an annual or a semi-annual contract period then Interlocal Agreements between Highlands County Board of County Commissioners, other State or County agencies, the Cities of Sebring and Avon Park, the Town of Lake Placid, and the Highlands County School Board, allow those entities to purchase goods and services through the County's proposals so long as such purchases will not interfere with the timely delivery of goods and services to the County in strict conformity with all specifications of its proposals. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Highlands County reserves the right to direct the successful proposer to prioritize its delivery of goods and services to the County ahead of delivery to other governmental entities purchasing under the County's proposals.

O. All pages included in or attached by reference to this document shall be called and constitute the proposal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the County's Vendor bidding list.

P. Section 00275 -The employment by Contractor of unauthorized aliens in violation of Section 274A of the Immigration and Nationality Act of 1986, as from time to time amended, shall constitute an event of default by Contractor, and upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payment of funds pursuant to the Contract shall, if the COUNTY so elects, terminate, and the COUNTY may, at its option, terminate the Contract for cause, but the COUNTY may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedies, and without becoming liable to make any further payment. Awarded Contractor will attest that it is in full compliance with all applicable immigration laws, including, but not limited to, the Immigration and Nationality Act of 1986, as amended.

Q. Any actual or prospective respondent who wishes to protest the reasonableness, or competitiveness of any award resulting from this RFP, shall comply with the requirements of the Florida Administrative Code chapter 28-110 Bid Protests. Failure to observe such requirements will constitute a waiver of proceedings and of right to protest.

SECTION 1.1 SPECIAL TERMS AND CONDITIONS

- A. The successful respondents shall be required to submit proof of Florida licenses and/or certifications as required by the County and State.

- B. The successful respondents shall be required to enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The COUNTY reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract.

- C. The respondents shall procure and maintain, and require each joint respondent to procure and maintain, during the life of this proposal, the insurance coverage listed in this RFP. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A: VII.

END OF SECTION

SECTION 2: LOCAL PREFERENCE

BOARD ADOPTED PURCHASING MANUAL 08/13/2002

APPROVED 09/23/2008

SECTION 2 – POLICIES

ADDITION OF SUBSECTION 110 “LOCAL PREFERENCE”

110 Local Preference
110.10 Allowance of a Local Preference.....2.7

110.10 Intent and Purpose

The intent and purpose of the Highlands County Local Preference in Purchasing is to establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

110.20 Acknowledgements

Any type of procurement done by the County staff to which the provisions of this subsection are being applied will contain a statement that a local preference will be used in the evaluation and award of that purchase.

110.30 Preference in Bidding

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection “total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the County.

110.40 Preference in (RFP) Requests for Proposals

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

110.50 Notice

All procurement documents including but not limited to bid documents and request for proposal documents shall include a notice to vendors of the County’s Local Preference Policy.

110.60 Local Business Definition

For purposes of this subsection, "local business" shall mean a business which:

- (1) Has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or request for proposals by the County; and
- (2) Holds any business license required by the County, and/or, if applicable, the Municipalities; and
- (3) Employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

110.65 Certification

Any vendor claiming to be a local business as defined by Section 2.110.60 of this Manual, shall deliver a written certification to the County Purchasing Department. The certification shall certify that the business is a “local business” as that term is defined in Section 2.110.60 of this Manual, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business, as defined by Section 2.110.60 of this Manual, to include a copy of its certification in its bid or proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a "local business."

SECTION 2: LOCAL PREFERENCE CONT'D

110.70 Exceptions to Local Preference Policy

- (a) The procurement preference set forth in this policy shall not apply to any of the following purchases or contracts:
- A. Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - B. Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board of County Commissioners;
 - C. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;
 - D. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.
- (b) Application of local preference to a particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or General Services Purchasing Director.
- (c) The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners and General Services Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or proposals.
- (d) The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

110.75 Application and Enforcement of Preference Policy

- (a) The local preference established in this policy shall apply to new quotations, contracts and procurements solicited after the effective date of [this](#) policy.
- (b) This policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

110.80 Promulgation of Rules

- (a) The County Administrator, Assistant County Administrator, or General Services Purchasing Director are hereby authorized to adopt administrative rules supplemental to the provisions of this policy as deemed necessary and appropriate to implement the provisions of this policy.
- (b) The provisions of this policy and the rules adopted by the County Administrator, Assistant County Administrator, or General Services Purchasing Director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.

END OF SECTION

SECTION 3.0 INTRODUCTION

The Board of COUNTY Commissioners, Highlands COUNTY, Florida hereby gives notice that it intends to award a contract for Rental of Concession Stand for Concession Services at the Highlands COUNTY Sports Complex (Softball Concession only), located at 216 Sheriff's Tower Road; Sebring, FL 33870, during softball tournaments and leagues.

SECTION 3.1 SCOPE OF SERVICES

1. Food Concessionaire will be required to service softball league and tournament play at the Highlands COUNTY Sports Complex. Tentative Schedule is provided in Section 9.
2. Food Concessionaire will receive a schedule of games from the Parks and Recreation Department. The concession stand will be open for business thirty (30) minutes prior to starting game times and will stay open until the last game starts.
3. Holidays are observed in accordance with the Highlands COUNTY official holiday calendar, unless any leagues or tournaments are scheduled at the Sports Complex. Attachment-A: Highlands COUNTY Holiday Calendar for 2010.
4. Food Concessionaire shall not erect, maintain, or display any signs or any advertising and promotional material without approval of the Highlands COUNTY Parks & Recreation Director or designee.
5. Food Concessionaire shall obtain approval from the Parks & Recreation Director or designee for any appliances the contractor wishes to utilize in the operation.
6. Employees assigned by the Food Concessionaire shall meet with the approval of the Parks & Recreation Director. The employees shall continue only as long as work is acceptable to Highlands COUNTY Parks & Recreation Director or designee.
7. At all times during the term of the Contract, the Food Concessionaire will be responsible for keeping the food service areas in a clean, neat, and sanitary condition including the equipment and fixtures. Any damage or destruction of the existing equipment in the Concession Stand will be repaired or replaced by the Awarded Concessionaire.

7.1 SANITATION/CLEANLINESS

- a. Wash hands regularly with hot water and anti-microbial soap or hand sanitizer.
- b. Hands must be washed after picking up trash, trash disposal, use of the bathroom, cleaning with chemicals, and coming into contact with any foreign substance. This includes, but is not limited to, wiping one's nose, scratching one's hair/head, covering one's mouth for a cough or a sneeze, etc.
- c. Working with an infectious disease or virus is not permitted.
- d. Sweep and rinse sidewalk around the concession stand daily-minimum of 15 feet circumference.
- e. Pressure wash above sidewalk area a minimum of once per week or as needed. Do not pressure wash sidewalk area during store operating hours.

SECTION 3.1 SCOPE OF SERVICES CONT'D

7.2 REPAIRS AND ADDITIONS

- a. Any additions to plumbing or electric must be approved by Parks & Recreation Director with cost to be borne exclusively by the tenant.

8. Service should be timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. Food Concessionaire is to recruit, train, supervise, direct and deploy the optimum number of employees to match the work requirements, per the health code. Each employee should:

- A. be clean, neat and well groomed per health code
- B. NOT handle cash and food simultaneously per health code
- C. be free from offensive body odor
- D. be professional, courteous, customer service-oriented and friendly to the public

8.1 BEHAVIOR

- a. No dangerous or deadly weapons are permitted on location premises.
- b. Immoral or indecent conduct is not permitted, including but not limited to sexual harassment, fighting, coercion, threats, and/or the use of foul/inappropriate language.
- c. Gambling, possession or selling of drugs, drinking or selling of alcohol, and/or aiding or abetting any of such activities on location premises is not permitted.
- d. All individuals operating the concession stand must refrain from smoking, eating and chewing gum while serving food or standing within the service area of the unit. It is our policy to conduct background checks on all of your employees and will continue to practice this policy during the term of this agreement, which will be made available to HCBCC upon request.

9. Quality of food is essential. Food Concessionaire will provide the best quality and brands of food items.

9.1 FOOD SAFETY

- a. Hot foods must be warmed to a minimum initial internal temperature of 150-160°F and held at temperatures above 145°.
- b. Cold foods must be stored in refrigerators measuring at 35° to 40°F. Frozen foods must be stored at 0°F to +/-10°F.
- c. All food products must be stored in food-safe containers at all times.
- d. Dispose of all leftover cooked or warmed foods and food items at the end of each day or at the end of the manufacturer's suggested holding time, whichever occurs earliest.
- e. You may only sell and/or prepare food that is within its shelf life as defined by the label.
- f. Dispose of all packaged foods that have been received in an unsealed condition. Foods received in an unsealed condition, which will be returned to your vendor for credit, must be stored in a different location than foods that will be prepared and sold.
- g. Clean and sanitize all food service equipment throughout the day, as necessary. Necessary means whenever grease, crumbs, germs, and/or spills may build up in or on a component of the food service area.
- h. Clean and sanitize all food service equipment and food contact surfaces daily.

SECTION 3.1 SCOPE OF SERVICES CONT'D

- i. Handle food products with plastic or latex gloves and/or food utensils. If it is necessary to handle a food item by hand, hands must be washed beforehand with anti-microbial soap and/or hand sanitizer.
- j. Tenant is not authorized and shall not sub-lease any portion of its space or allow other companies or persons to use its space.

9.2 MENU/PRICING

- a. Operator is allowed to establish a menu that meets the demand for the market, but that menu may not be exclusively ethnic.
- b. All menu items must be approved by Parks & Recreation Director in writing prior to installation of the concession stand. Any additional menu items, added after installation, must be approved the Parks and Recreation Director in writing. All menus with prices of products will be posted at concession building at all times and a current menu with prices will be submitted to Parks and Recreation Director at time of award and will be in effect unless written request for changes is made.
- c. The concession stand must provide easy-to-carry foods such as hot dogs, chips, pretzels, cookies, soda, etc.

10. Food Concessionaire shall meet all applicable state and local health, safety, and fire codes.

10.1 CUSTOMER SAFETY

- a. Operator must take all reasonable precautionary steps to ensure that accidents do not occur at the food service site (i.e., in and around the concession stand.)
- b. Any gas cylinders residing in the food service area must be adequately secured to their designated locations and restrained from accidental tipping.
- c. All sharp objects and chemicals must be stored away from children and customers. Operator is required to have a first aid kit, a burn kit, a CPR poster, and a fully operational and certified ABC fire extinguisher in or on the concession stand.

11. Food Concessionaire shall be responsible for securing and maintaining in full force all licenses required by the COUNTY and/or other applicable authorities to operate the food service.

11.1 LICENSE

All licenses required by State, COUNTY, and City to operate will be the responsibility of the tenant. Operator must obtain all permits and licenses required by any governmental authority, including local municipalities and health departments, for the operation of the concession stand. A Certified Public Food Manager's License is required by Concessionaire within 60 days of award of this contract.

Operator is responsible for providing Parks & Recreation Director with all updated copies of licenses and permits (including updates) upon receipt from the proper authorities.

11.2 OWNERSHIP INFORMATION DISPLAY NOTICE

The following information must be permanently and professionally (no stenciling) displayed on all concession service units:

- a. Business Name
- b. Owners Name
- c. Business Address

SECTION 3.1 SCOPE OF SERVICES CONT'D

d. Telephone Number

e. Advisory to customers stating that they can contact the owner with any comments, questions, or concerns.

Operator must respond to all customer complaints in a prompt, professional, and courteous manner.

12. Food Concessionaire is responsible for routine cleaning of concession area, and cleans daily spillage and splashing of walls, floors, tables, chairs, etc.
13. WASTE REMOVAL.
 - a. Trash cans are to be washed as needed. Use of plastic trashcan liners is required.
 - b. Trash must be disposed of regularly from trashcans and other accumulative sources and moved to a waste disposal site either in conjunction with the location's dumpster or Operators dumpster.
 - c. Obtain Parks & Recreation Director or designee approval prior to using dumpsters for trash removal. Operator will be held responsible for all concession stand trash and cleanliness issues whether listed herein or not.
14. PEST CONTROL.
 - a. Flies and other insects/vermin must be actively and successfully deterred.
 - b. Chemicals may be used only in the absence of (non-chemical application) humans, and in such a way as to ensure that any residual chemicals will pose no harm to humans, pets, or endangered species.
 - c. Chemicals may only be used outside of the food service area with active measures to ensure that food and food surfaces are not contaminated.
 - d. All pest control measures must be performed outside of the public eye and not during any time there is or may be customer traffic.
15. Concessionaire's point of contact with the COUNTY is the Parks & Recreation Supervisor at Cell Number 863-381-6776 or office number 863-402-6812.
16. ELECTRICITY

Owner shall provide electrical service to appliances. Owner shall have the right and ability to restrict Tenants use of electrical power for its space if Owner has reason to believe Tenant's requirements pose potential fire or safety concerns. Owner shall have the continuing right, ability to inspect Tenant's space in order to ensure compliance with any limitations or restrictions imposed on the Tenants use of electrical power.

 - a. Owner shall pay for electric and water.
 - b. Concessionaire is responsible for ordering and paying for gas.

END OF PAGE

SECTION 4 CONCESSION CONTRACT

Concession Services Agreement for Highlands County Sports Complex (softball concession only).

Contract No. -

Name of Proposer: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: _____ Cell Number _____

FAX Number: _____

Email Address: _____

Monthly Rental Fee: \$ _____

FEES

The Rental Fee will be on a monthly basis and will be paid at the end of each month. First and last Month Rental fee shall be paid up front. Rental fees are due on or before the first of each month and considered delinquent by the fifth day of each month. For example, the August Fee is due to HCBCC on or before August 1st. Delinquent payments after the 5th day of any month will be assessed a \$10.00 per day penalty. After the 15th day of any month the rent is not paid, the Contract will be considered in default. A default will result in immediate closing and locking of the concession building and the Concessionaire will be denied access. In addition, all products for sale, and any additional appliances and/or improvements will become the property of the County. Fees are not pro-rated due to inclement weather conditions or days not worked. Any damage or destruction of the equipment in the Concession Stand will be repaired or replaced by the Concessionaire.

For each and every subsequent year, the Rental fee figure is subject to renegotiation and a mutual agreement of the parties under Contract. If a mutual agreement of the parties is not reached within a reasonable amount of time as determined by the COUNTY, this Agreement may be terminated.

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

(Name of PROPOSER)

(Signature of person signing FORM)

(Printed name of person signing FORM)

(Title of person signing FORM)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

J. Ross Macbeth, Board Attorney

APPROVED AS TO ADMINISTRATIVE POLICY

Michael Wright, County Administrator

APPROVED AS TO TECHNICAL PROVISIONS

Vicki Pontius, Parks and Recreation Director

APPROVED AS TO PURCHASING POLICIES

Gerald Secory, General Services / Purchasing Dir.

AVAILABILITY OF FUNDS

Bernis Gainer, OMB Director

APPROVED AS TO RISK MANAGEMENT

Risk Management

-- END OF SECTION --

SECTION 5 TERM OF AGREEMENT

The period of performance of this RFP is from signing of Agreement through September 30, 2011. The award may be extended for an additional four (4) one-year periods at the same terms and conditions, with mutual agreement of all parties.

SECTION 6 TENTATIVE SUBMISSION, REVIEW, AND CONTRACT AWARD SCHEDULE

Date	Phase Description
Sunday, February 7 & Sunday, February 14, 2010	Advertise for Request for Proposals in the Highlands Today, News Sun, Email County's list of Journal Reporting Services, and post to Board's Website
Thursday, March 4, 2010	(RFI) Request for Information Cut-Off Date
Thursday, March 11, 2010	Proposal Submission Deadline, Proposal Opening Date
Thursday, March 25, 2010	Review / Ranking Proposals
TBD	Presentation by Concessionaire Services firms & final ranking
TBD	Negotiations between the work group and awarded firm
Tuesday, April 20, 2010	Submit Contract to Board for Approval

SECTION 7 DEPARTMENT CONTACT INFORMATION:

Parks & Recreation Department
Vicki Pontius, Director
4344 George Boulevard
Sebring, FL 33875-5803
Tel: 863-402-6813
Fax: 863-402-6899
E-Mail: vpontius@hcbcc.org

Parks & Recreation Department
Mike Lewis, Parks Supervisor
4344 George Boulevard
Sebring, FL 33875-5803
Tel: 863-402-6783
Cell: 863-381-6776
Fax: 863-402-6899
Email: mlewis@hcbcc.org

SECTION 8 RFP CONTACT INFORMATION:

Gerald (Jed) Secory / Director
General Services / Purchasing
Highlands County BCC
4320 George Boulevard
Sebring, FL 33875-5803
Tel: 863-402-6523
Fax: 863-402-6735
Email: gsecory@hcbcc.org

Danielle K. Gilbert, Assistant Director
General Services / Purchasing
Highlands County BCC
4320 George Boulevard
Sebring, FL 33875-5803
Tel: 863-402-6524
Fax: 863-402-6735
Email: dgilbert@hcbcc.org

SECTION 9 TENTATIVE SCHEDULE: (all dates are tentative, due to weather etc.)

Highlands County Sports Complex has been open since August 1, 2007

- 1) Winter League Play will start January thru March
 Spring League Play will start May thru July
 Fall League Play will start September thru November
 All league play is Tuesday, Wednesday and Thursday

NOTE: The Sports Complex will not have league play during the months of April, August, and December. These are approximate dates, however be aware when submitting proposals that there will be no activity on the fields other than weekend tournaments during those months.

- 2) Weekend tournaments are scheduled throughout the year by various state and local associations. Parks and Recreation Department staff will notify concessionaire of these dates and communicate team volumes. Concessionaire will be required to operate concessions during these tournaments. No sub-leasing or contracting of the concessions program is allowed.

SECTION 10 RESPONSE FORMAT CRITERIA

The following criteria are shown and shall include all Concessionaire's information and be submitted in a tabbed format. To be eligible, the format must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. MBE/WBE/DBE businesses are encouraged to participate. The COUNTY strictly enforces open and fair competition in its RFP's. A public entity crimes statement may be requested of any awarded proposer. During the RFP process, questions or requests for additional information concerning this RFP shall be directed to **contacts listed in Sections 7.0 & 8.0** and shall be in written format (email, fax, letter, etc).

To facilitate effective evaluation by the COUNTY, proposals are to be a maximum of fifty (50) pages. MBE/WBE/DBE certification(s), index documentation, sectional dividers, and front and back covers will not be counted toward the total. An executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Evaluation and selection will occur **in accordance with tentative schedule in Section 6.0** or at a time and place to be determined. At the discretion of the COUNTY, proposers may be asked to give additional information, short presentations / interviews as part of the selection and ranking process. **The Proposal must answer each heading and any sub-heading and be submitted in the following format with tabbed sequences of A-C; 10 Tab A through 10.3 Tab C.** Late Proposals will be returned unopened or will be destroyed if advised by proposer, in writing.

SECTION 10.1 TAB – A INTRODUCTION

- a) Executive Overview (optional)
- b) Statement of Qualifications

SECTION 10.2 TAB – B EVALUATION CRITERIA

1) UNDERSTANDING / APPROACH (MAXIMUM 10 POINTS)

- a) Describe understanding of requested scope of concession services;
- b) Describe Quality Assurance;

2) ABILITY OF STAFF & FIRM EXPERIENCE (MAXIMUM 40 POINTS):

- a) Illustrate the organization as it relates to concession services.
- b) Indicate the general and specific related qualifications of the firm, their capability to provide indicated services, response time, including training and experience of all the proposed staff. Indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include management, technical, and support staff.
- c) Selection related to variety of items and guaranteed freshness.
- d) Menu selection.
- e) Ability to provide reasonable prices to the customer.

3) SCHEDULE (MAXIMUM 5 POINTS)

- a) Describe in-house capabilities of your firm to provide scheduling of concession events, cost control, value of services and products being sold, or other similar capabilities.

4) REFERENCES (MAXIMUM 10 POINTS)

- a) Concessionaire to provide a maximum of three (3) references from clients of like agreements either currently involved or held over the last five (5) years.

5) CLASSIFICATION (MAXIMUM 5 POINTS):

- a) CERTIFIED MINORITY / WOMEN OWNED BUSINESS CERTIFICATION MAY BE BY STATE, FEDERAL, COUNTY OR LOCAL GOVERNMENT. THE FEDERAL DEFINITION OF MBE / WBE MUST BE MET. CONSIDERATION OF MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISES IN COMPLIANCE WITH 24-CFR. In order to receive points for this classification, a copy of their classifications certificate must be included in the proposal.

6) LOCATION (MAXIMUM 5 POINTS):

- a) State the Concessionaire firm's location and accessibility during the agreement.

7) FINANCIAL CAPABILITY (MAXIMUM 5 POINTS):

- a) Financial Capability - A statement indicating financial capability of the firm.
Note: If this is considered confidential, it must be sealed and indicated as such.

8) RENTAL FEE OF CONCESSION BUILDING (MAXIMUM 20 POINTS)

- a) Monthly Rental Fee of Concession Building paid to the COUNTY each month.

SECTION 10.2 TAB – B EVALUATION CRITERIA CONT'D

9) RFP FORMAT (MAXIMUM 20 POINTS)

SECTION 10.3 TAB – C

OTHER INFORMATION AT THE PROPOSER'S DISCRETION:

SECTION 11.0 SELECTION PROCESS AND CRITERIA:

Proposals shall be reviewed by a work group and ranked by a minimum of the Parks & Recreation Director, General Services/Purchasing Director and the Assistant Purchasing Director based upon the RFP Evaluation Criteria. Each work group member shall perform their own independent ranking based upon the criteria herein and the highest ranked firms shall be determined by their total score of all work group members. Negotiations for a contract shall follow the order of ranking from highest to lowest total score. The selection process shall be open to the public and records shall be maintained in accordance with Florida records retention requirements.

SECTION 12.0 CONTRACT NEGOTIATIONS AND EXECUTION:

Negotiation of contract for services shall follow the initial selection process with the top ranked firm. Should a satisfactory contract not be achievable with top ranked proposer, then the next ranked proposer shall be contacted and negotiations shall begin with each highest ranked firm and so on.

After negotiations, the recommended firm and agreement will be submitted for review to the COUNTY Administrator and Board Attorney prior to submittal to the Board. Reviewed agreement will be placed on a Board of COUNTY Commissioners' Agenda for their approval and execution.

END OF SECTION

SECTION 13.0 SAMPLE EVALUATION SCORE SHEET:

CRITERIA FOR EVALUATION	Does not meet	Partially Meets		Partially Exceeds		Fully Exceeded	WT	SUB-TOTAL
		0	1	2	3			
1) UNDERSTANDING / APPROACH							2	/10
2) ABILITY OF STAFF & FIRM EXPERIENCE							8	/40
3) SCHEDULE							1	/5
4) REFERENCES							2	/10
5) CLASSIFICATION: CERTIFIED MINORITY / WOMEN OWNED BUSINESS CERTIFICATION MAY BE BY STATE, FEDERAL, COUNTY OR LOCAL GOVERNMENT. THE FEDERAL DEFINITION OF MBE / WBE MUST BE MET. CONSIDERATION OF MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISES IN COMPLIANCE WITH 24-CFR.	N O 0					Y E S 5	1	/5
6) LOCATION							1	/5
7) FINANCIAL CAPABILITY							1	/5
8) RENTAL FEE OF CONCESSION BUILDING							4	/20
9) RFP FORMAT; REFERENCE SECTION 10							4	/20
TOTAL								/120

VENDOR NAME _____

RFP NO. 10-033

SCORED BY _____

SIGNATURE _____

DATE _____

DATE _____