



**BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

**PURCHASING DEPARTMENT  
840 WEST 11<sup>th</sup> STREET  
SUITE 2500  
PANAMA CITY, FLORIDA 32401**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**CONCESSIONAIRE SERVICES AT H.G. HARDERS  
RECREATIONAL COMPLEX RE-ADVERTISEMENT**

**SUBMITTED BY:**

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**RFP No. 24-35**

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## **RESPONDENT INSTRUCTIONS**

*Some of the instructions below may not apply to all projects.  
The scope of work/specifications shall control any conflicting provisions.*

### **INTRODUCTION**

The Bay County Board of County Commissioners (County) seeks proposals to provide concessionaire services at H.G. Harders Recreational Complex (Harders Park).

Harders Park contains a five-sided building that houses a large concession stand for softball and other sporting events, one small concession building that serves soccer fields #8, #9, #10, one small concession building that serves soccer fields #11, #12, #13, #14.

### **QUALIFICATIONS**

Firms must have current Florida Department of Business and Professional Regulation, Division of Hotels and Restaurants license.

### **PROPOSAL DEADLINE/DELIVERY**

**ELECTRONIC OR PAPER PROPOSALS** for RFP NO: 24-35 Concessionaire Services at H.G. Harders Recreational Complex Re-advertisement will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, Florida 32401 up until **2:00 PM (CDT) on Tuesday, May 7, 2024**. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Proposals for this solicitation may be submitted either electronically via the County's [Bonfire](#) Web portal **or** by paper, sealed and delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11<sup>th</sup> Street, Suite 2500, Panama City, Florida 32401.

Each Proposal shall be delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401, no later than the Proposal deadline.

Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Proposal opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

### **SOLICITATION DOCUMENTS**

Electronic versions of the solicitation documents are available via Purchasing Department's Bonfire web portal

<https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>

Bid documents, plans, blueprints, or other materials may also be obtained by contacting the Bay County Purchasing Department, [purchasing@baycountyfl.gov](mailto:purchasing@baycountyfl.gov), 840 West 11<sup>th</sup> Street, Suite 2500, Panama City, FL 32401, (850) 248-8270.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

### **POINT OF CONTACT**

The County Purchasing Department will be the only point of contact for this RFP. Under no circumstances may a Respondent contact any County Commissioner, County Administrator, or County employee concerning this RFP until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

### **QUESTIONS**

Proposers shall submit all questions, in writing, to the Purchasing Department at [Purchasing@baycountyfl.gov](mailto:Purchasing@baycountyfl.gov) or FAX to (850) 248-8276. All questions shall be submitted no later than **5:00 pm (CST) on Friday, April 26, 2024**.

### **ADDENDA**

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County website at: <https://www.baycountyfl.gov/Bids.aspx>

It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

### **PROPOSAL FORM**

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

### **EXAMINATION OF WORK SITES**

All prospective firms may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFP shall be construed as conclusive evidence that the prospective firm has made such examination.

### **WITHDRAWAL OF PROPOSALS**

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 180 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.

## **CANCELLATION**

The County may cancel this RFP, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

## **BASIS OF AWARD**

The contract will be awarded to the responsive, responsible Respondent who ranks highest in the evaluation process based on the criteria specified in the Request for Proposals Respondent Instructions.

## **TIE PROPOSALS**

Should a tie occur, an alternate committee member will be asked to evaluate the firms based on the submitted proposals this alternate score will be the tie-breaker.

## **RIGHT TO REJECT**

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

- a. reject any or all Proposals received;
- b. select and award any portion of any or all Proposal items;
- c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

## **EXECUTION OF AGREEMENT**

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Chief Procurement Officer all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Bay County Risk Management Office before the successful Firm may proceed with the work.

Neither the Notice of Award nor the execution of the required contract documents by the Contractor create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and

all insurance policies and other required deliverables are provided and approved by the County.

The term of the contract shall commence upon execution by the County and continue in effect through May 1, 2025. Upon mutual agreement between the County and Contractor, the contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

### **GENERAL TERMS**

Companies that are required to register with the State of Florida Division of Corporations as a domestic or foreign business entity should provide evidence of their registration.

### **PAYMENTS**

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

### **LICENSES**

Consultant shall be properly licensed for the appropriate work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Proposal as nonresponsive.

### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Proposals and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Fla. Stat. §119.071(1)(b), proposals received as a result of this RFP will not become public record until such time as the County provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

The County is a public agency subject to Chapter 119, Florida Statutes. The awarded Contractor(s) shall comply with Florida's Public Records Law. Specifically, the awarded Contractor(s) shall:

- a. Keep and maintain public records required by the County to perform the service;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.
- e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, [publicrecords@baycountyfl.gov](mailto:publicrecords@baycountyfl.gov) or 840 W. 11th Street, Panama City, Florida 32401.

### **INSPECTOR GENERAL**

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

### **REPRESENTATIONS**

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

### **SUBCONTRACTORS**

The Consultant shall not subcontract, assign, or transfer any of the work identified under this solicitation.

## **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING**

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's governing body may not give preference to a Respondent based on the Bidder's social, political, or ideological interests.

## **SCRUTINIZED COMPANIES**

Respondent must certify that the company is not participating in a boycott of Israel.

Respondent must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Respondent must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **PROTEST**

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time. If a party intends to initiate such an action, it must electronically notify the Chief Procurement Officer and the County Attorney no later than one business day after notice of the awarding authority's decision.

## **WARRANTY**

All goods and services furnished by respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the respondent will take all necessary action, at respondent's expense, to correct such breach in the most expeditious manner possible.

## **EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a

vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

### **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

### **E-VERIFY**

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **DUTY TO PAY DEFENSE COSTS AND EXPENSES**

The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's negligent performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

### **TERMINATION FOR CAUSE AND CONVENIENCE**

The awarded contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

The awarded contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Failure of the Contractor to comply with all Federal, State, and Local Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

### **PROPOSAL REQUIREMENTS**

Each Firm's proposal shall include sufficient information to enable the County to evaluate the capability of the Firm to provide the desired services. The data shall be significant to

the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

**Proposers submitting paper proposals should submit one (1) original paper package and one (1) electronic version of the package.** The electronic version should be in pdf format on a usb drive. **If submitting electronically, respondents should submit one (1) electronic version of the package in pdf form through the Bonfire Portal.** Electronic versions submitted via e-mail will **not** be accepted. If the proposal contains confidential information, such information shall be in a separate pdf document. Paper Proposals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Proposals shall be valid to BAY COUNTY for a period of 180 days after the opening.

Emphasis in each Proposal must be on completeness and clarity of content.

In order to expedite the evaluation of Proposals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Proposal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

**1. Table of Contents (Tab 1)**

- a. Clearly identify all sections referenced below.
- b. Sections shall be separately tabbed for ease of reference.

**2. General Information (Tab 2) – 20 points**

- a. Name, address, phone, fax, email, Federal ID#, and website (if applicable)
- b. Date the firm was established under the name given.
- c. Brief history of the firm.
- d. Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
- e. Incorporation by the Secretary of State.
- f. Current Florida Department of Business and Professional Regulation, Division of Hotels and Restaurants License.

**3. Approach and Understanding of the Project (Tab 3) – 20 points**

- a. Statement of Experience
- b. Narrative description of staffing.
- c. Operational and marketing plan to include the licenses required and a specific list of food, drinks and other items to be sold.
- d. List of presently owned equipment.
- e. Any other information that would be useful in aiding in the selection of firm/organization.

**4. Familiarity of local tourism industry and athletic events (Tab 4) – 20 points**

- a. Give a brief overview of the firm’s familiarity with the local tourism industry and athletic sporting events.

**5. Proposal Form (Tab 5) – 40 Points**

- a. Complete form in its entirety.
- b. The Respondent submitting the highest annual fee will receive the maximum points for the cost element of the evaluation. The other Respondents’ scores will be based on a relative percentage of the dollar amount lower than the price submitted by the highest priced Respondent.

**6. Required Additional Forms (Tab 6)**

- a. Addendum Acknowledgement
- b. Anti-Collusion Clause
- c. Certification Regarding Scrutinized Companies
- d. Conflict of Interest
- e. Identical Tie Bids/Drug Free Workplace
- f. Waiver of Exemption of Meetings/Presentations

**ANTICIPATED SCHEDULE**

This schedule may be altered solely at the County’s discretion:

RFP Advertisement	Thursday, April 4, 2024
Questions Due Date	Friday, April 26, 2024
Proposal Deadline	Tuesday, May 7, 2024
Board Meeting for recommended award	Tuesday, May 21, 2024

## EVALUATION PROCESS AND CRITERIA

Representatives from the County Purchasing Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

### Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The County Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the County.
- C. Membership of all Evaluation Committees shall be approved by the County Manager or designee.
- D. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the Bay County website.
- E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.
- H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

- J. Final Ranking. The Evaluation Committee or the Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by the County Manager or Board, as appropriate, prior to beginning contract negotiations.

The County shall negotiate a contract with the top ranked firm for services at compensation which the County determines is fair, competitive and reasonable as further described in the Scope of Services.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between Bay County and respondents (except as expressly set out in this RFP).

Bay County will make the selections primarily on the basis of the response to this RFP and any further information received from respondents if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of Bay County. Bay County shall award this project to the respondent considered by the County to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of Bay County.

## **BAY COUNTY INSURANCE REQUIREMENTS**

### **1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

### **2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

### **3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

**If checked below, the County requires the following additional types of insurance.**

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \_\_\_\_\_ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less

coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

**Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

**Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

**Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

**Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

**Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

**Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

**Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

**Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

**Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

**Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the

care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

**Damage to Premises Rented/Leased to you- (Legal Liability Form)**  
Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

**Watercraft Liability Coverage**  
Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

**Aircraft Liability Coverage**  
Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \_\_\_\_\_ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

**Pollution Legal Liability Coverage**  
Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

**United States Longshoremen and Harbor workers Act Coverage**  
The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

**Jones Act Coverage**  
The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

**ATTACHMENT 1  
REQUIRED ADDITIONAL FORMS**

**PROPOSAL FORM  
RFP 24-35**

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This proposal of \_\_\_\_\_, ("Firm") organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, ("County").

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

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Respondent agrees to pay Bay County Board of County Commissioners an annual fee of

\$ \_\_\_\_\_

The annual fee shall be paid on a monthly basis, payable in twelve (12) equal installments.

Submitted By: \_\_\_\_\_  
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: \_\_\_\_\_  
Name of Individual Who Prepared This Bid

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Firm/Contractor

\_\_\_\_\_  
Date

SEAL: *(If bid is by Corporation)*

**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email [purchasing@baycountyfl.gov](mailto:purchasing@baycountyfl.gov) prior to submitting your Proposal to ensure that you have received addendums.**

## ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

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 Bid, the employees 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 five (5) days after such conviction.

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 an employee who is so convicted.

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 the following:

(Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

\_\_\_\_\_ ***Waive*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

\_\_\_\_\_ ***Maintain*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

**INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM**

**ATTACHMENT 1  
SCOPE OF SERVICES  
BAY COUNTY PARKS & RECREATION  
CONCESSIONAIRE SERVICES AT H.G. HARDERS RECREATIONAL COMPLEX**

GENERAL SCOPE

The Bay County Board of County Commissioners (County) seeks proposals to provide concessionaire services at H.G. Harders Recreational Complex (Harders Park).

Harders Park contains a five-sided building that houses a large concession stand for softball and other sporting events, one small concession building that serves soccer fields #8, #9, #10, one small concession building that serves soccer fields #11, #12, #13, #14.

SERVICES

Concessionaire Responsibilities:

The concessionaire shall operate, maintain and otherwise conduct the service business of providing a concession stand within the facility at Harders Park. The Concessionaire agrees to have the facility open for business any time an event is underway provided the Concessionaire is given fifteen (15) days' notice of said event. The Concessionaire shall have rights to sell those items normally sold in concession stands and other items, including but not limited to hot dogs, popcorn, soft drinks and candy. Specifically excluded is the right to sell alcoholic beverages.

The Concessionaire shall be responsible for obtaining all permits necessary to sell food and beverages. The Concessionaire agrees to pay to the County, an annual rental fee for the concession rights at the facility. The rental fee shall be due to the County from the Concessionaire on a monthly basis, payable in twelve (12) equal installments during the term of this Agreement. The first installment shall be due to the County within thirty (30) days from the execution of this Agreement. The amount of the rental fee must be paid to the County no later than the tenth day of the month, and the Concessionaire further agrees to pay an additional amount to the County that is equal to any amounts paid by the County pursuant to Florida Law to the State of Florida Department of Revenue as sales tax on the rental fee for the use of the concession stand by the Concessionaire.

The Concessionaire agrees to purchase and maintain at its own expense all approved appliances, equipment and fixtures needed for warming or cooking or preparing any item sold in the concession stand including but not limited to hot dog warmers, microwave ovens, popcorn poppers and soft drink dispensers. Such appliances, equipment and fixtures are deemed approved if a list describing the make, model, brand, and purchase price of same is submitted to the County and the County has signed the list indicating that such appliances, equipment and fixtures are necessary and that the quality and prices are reasonable. The County agrees to maintain at its own expense the ice machine at the Softball Complex owned by the County and such machine shall be returned in equal condition, normal wear and tear excepted, at the termination of this agreement.

The Concessionaire agrees to provide custodial services as necessary to maintain a clean public facility and shall provide for the daily removal of litter in the facility during scheduled play. However, the Concessionaire shall not be responsible for cleaning sporting fields outside of the facility. Concessionaire shall provide adequate storage for all concession items and equipment. The Concessionaire shall conduct minor repairs such as touch up painting and replacing of light bulbs in the facility. Repairs, alterations and maintenance will be the responsibility of the Concessionaire if the cost does not exceed \$250.00.

The Concessionaire may install trade fixtures upon approval of Bay County Parks and Recreation as to type and manner of installation, but upon termination of this Agreement, any damage to any portion of the County property caused by the removal of the trade fixtures shall be the responsibility of the Concessionaire. The Concessionaire agrees to maintain at its own expense the sink, cabinets, equipment, and other fixtures owned by the County, which shall be returned in equal condition, normal wear and tear excepted, at the termination of this agreement.

The Concessionaire shall ensure all employees have passed a background check up to and including crimes against children.

County Responsibilities:

The County shall be responsible for the scheduling of all events within the Complex and shall retain the right to enter into agreements with other entities (the "Sports Entities") for the use of the softball, soccer, baseball or other sporting fields, and the County does hereby reserve the right to include in such agreements that the Entities may operate and furnish a concession stand located within the Complex, but not within the facility.

The County's representative shall furnish trash receptacles, cleaning supplies, toilet tissue and replace light bulbs in the restrooms. The County shall also be responsible for major repairs, including but not limited to hauling the trash from the trash receptacles, landscaping, cutting grass and raking.

The County has the right, at any time during the operation hours of the facility and without prior notice to the Concessionaire, to:

- a. Inspect the concession facilities,
- b. Inspect the records prepared and maintained by the Concessionaire, and
- c. Inspect and audit the business records, reports, tax returns, statements, information and supporting records of the Concessionaire relating to the facility. Audits may be conducted at the County's expense. However, if an audit is made necessary by the Concessionaire's failure to furnish timely reports, records or other information, the Concessionaire must reimburse the County for all costs of inspection or audit, in addition to bringing amounts due to a current status.

The County shall be responsible for and shall pay the cost of all electricity and/or gas to the facility. In addition, the County shall furnish water, sewer and garbage collection.

County approval will be needed prior to any changes, alterations or additions to the concession area or structures.