

# CITY OF TARPON SPRINGS, FL


## PURCHASING DEPARTMENT

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

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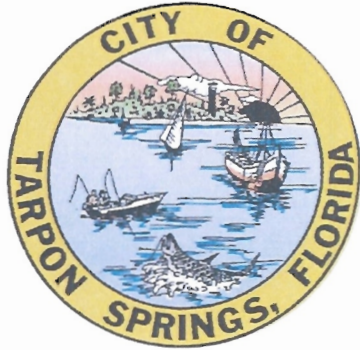
### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Arie L. Walker, CPA, Finance Director  
**FROM:** Jay Jackus, CPPO, CPPB, Purchasing Administrator   
**DATE:** 2/7/2012  
**SUBJECT:** Draft RFP for Concession Services – Sunset Beach

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Attached for your review is a draft Request for Proposals for Concession Services at Sunset Beach. Please review and authorize staff to proceed with the RFP or request changes as desired.



# CITY OF TARPON SPRINGS, FL

## PURCHASING DEPARTMENT

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P.O. Box 5004  
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## REQUEST FOR PROPOSALS CONCESSION SERVICES-SUNSET BEACH

**Date:** January 30, 2012  
**Proposal No.:** 120038-P-JJ

A pre-proposal conference will be held by the Purchasing Department at City Hall, 324 East Pine Street, 2nd Floor Conference Room, Tarpon Springs, Florida on:

**10:00 a.m., February 9, 2012**

at which time the requirements for the Concession Services-Sunset Beach will be discussed.

**Sealed proposals** will be received by the City of Tarpon Springs, Purchasing Department, 324 East Pine Street, Tarpon Springs, FL 34689 (mailing address: City of Tarpon Springs, Purchasing Department, P.O. Box 5004, Tarpon Springs, Florida 34688-5004), until:

**3:00 p.m. Thursday, February 23, 2012**

at which time proposals will be opened for:

### **Concession Services-Sunset Beach**

Said proposals must conform to the requirements outlined in the Request for Proposal. The City reserves the right to reject any and all proposals and to waive minor informalities.

Enclosed as part of the Request for Proposals are:

- Section I Scope of Services
- Section II Instructions to Providers and General Provisions
- Section III Special Conditions
- Section IV Proposal Requirements
- Appendices
  - Appendix A Cost Summary
  - Appendix B Questionnaire
  - Appendix C Preference to Businesses with Drug Free Workplace Programs
  - Appendix D Insurance Requirements
  - Appendix E Agreement
- Attachments
  - Attachment A Concession Monthly Summary Report
  - Attachment B Profit and Loss Statement

Attachment C Financial Criteria Form

If you elect to respond to this Request for Proposals, **provide one original and four (4) copies of your proposal to this office by the date indicated.**

Proposals and all addenda shall be available only through Onvia/DemandStar ([www.demandstar.com](http://www.demandstar.com)). All questions or requests for additional information are required to be in writing and may be faxed to 727-937-1766 or e-mailed to [jjackus@ci.tarpon-springs.fl.us](mailto:jjackus@ci.tarpon-springs.fl.us). **Questions must be submitted, in writing, not later than Wednesday, February 15, 2012.** Any verbal responses to questions or changes or additions to the Scope of Services or any part of this Request for Proposal will not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through Demand Star ([www.demandstar.com](http://www.demandstar.com)) should be considered for your proposal submittal.

The outside of your package must be clearly labeled with the proposal number, title, and the opening date and time. PLEASE NOTE: The Post Office does not deliver mail to the Purchasing Department's physical location. City staff picks the mail up once a day. If a Proposal package is sent via USPS EXPRESS MAIL, it may not be received in the Purchasing Department on time. Receipt by the Post Office prior to the deadline does not meet the City's deadline requirements.

**Ex-Parte Communication.** In order to ensure fair evaluation of proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until a final decision has been made. No offeror may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by an offeror after the responses are opened must be in writing to:

Jay Jackus, CPPO, CPPB  
Purchasing Administrator  
City of Tarpon Springs  
Purchasing Department  
PO Box 5004  
Tarpon Springs, FL 34688-5004  
727-937-1766 Fax  
[jjackus@ci.tarpon-springs.fl.us](mailto:jjackus@ci.tarpon-springs.fl.us).

The City may, however, initiate communication with any offeror in order to obtain additional information or clarification necessary for fair evaluation of their proposal. Ex parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Request for Proposals.

The City will not pay any costs incurred by offerors in the preparation of its proposal or presentations. Proposals may not be withdrawn for 90 days after bid opening. The City reserves the right to reject any and all proposals and to waive minor informalities.

Late proposals will be rejected.

Jay Jackus, CPPO, CPPB  
Purchasing Administrator

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## **Scope of Services**

### **1. Intent**

The City of Tarpon Springs ("City") is requesting proposals ("RFP") for the operation of concession services at Sunset Beach. The City will receive a share of the revenues in exchange for the privilege of conducting concession business within the beach. At the option of the City, specific services pertaining to this contract may be amended. In addition, the contract may be amended to include other parks within the City.

### **2. Background**

Sunset Beach is located at 1800 Gulf Rd., Tarpon Springs, FL 34689. This 9 acre community park has 1000 ft. of saltwater beach area and 1200 ft. of saltwater causeway.

This scenic park features 9 shelters, 23 picnic tables, 1 beach volleyball court, boat ramp, cooking grills, beach pavilion, scenic-overlooking platform, fishing platform, rinse shower, restrooms and new pirate themed playground equipment.

The public boat ramp provides easy access to the Gulf of Mexico. The park is admired for its' beautiful white sandy beach, easy access to the water and the many amenities available.

Fishing is popular from the fishing platform, and it's very common to see dolphins swimming and playing in the shallow water, or osprey, great blue heron, great egret and eagles flying around the beach area. As well as the many kite boards/wind surfers.

Mangroves line the causeway and Pine, Live Oak and other trees fill the grassy park area.

### **3. Scope of Work**

Proposers are asked to submit proposals for services that they will be willing to provide. Services may include, but are not limited to bike rentals, canoe/kayak rentals, sale of food and non-alcoholic beverages, sundries, snacks, ice cream lemonade, shaved ice, retail items, ice, charcoal, chair and umbrella rentals, etc.

Proposers should identify how they intend to offer their services and commodities for sale to the public (cart, trailer, semi-permanent structure, etc.). Complete details of the business and operational descriptions shall be contained in the proposal. If construction is anticipated for the conduct of business, proposers are expected to check local building codes for conformance prior to submitting a proposal.

Space requirements need to be identified for the conduct of business including point of sale, locations, and storage within the park.

### **4. Minimum Hours of Operation**

Proposers shall operate concession services seven (7) days per week March 1, through July 31 from 8:00 a.m. to 5:00 p.m. Effective August 1 through February 28, at a minimum, operate Saturday and Sunday only from 8:00 a.m. to 5:00 p.m. Proposers schedule shall be approved by the Public Works Department (PW) and posted at the beach. The concession area shall operate consistent with all applicable County, State and Federal laws. Any deviation from the operational hours and days set forth in this agreement shall require prior written approval from PW. In the event of inclement weather, contractor may request from the Public Works Director or his/her designee,

authority to cease operations until weather improves. However, any permanent deviation from this schedule requires written approval by PW.

**5. Staffing**

Contractor shall employ a sufficient number of personnel to provide concession operations demand. Employees shall be identified by a uniform and nametag. The City reserves the right to approve uniforms. Employees shall maintain personal hygiene and appearance in accordance with food and food preparation sanitary procedures.

**6. Permits**

Contractor shall be responsible to obtain at its sole expense, all required permits from all applicable regulatory agencies, which are necessary to allow contractor to operate the concession area.

**7. Utilities**

Utility hookups are available on site. Proposer shall be responsible for supplying all utility services needed to perform concession services including but not limited to electricity, sewer, water, etc.

**8. Method of Payment**

A Concession Fee shall be payable monthly, for each calendar month, or prorated portion thereof, during the Term of this Agreement. The percentage Concession Fee shall be payable on or before the 15<sup>th</sup> day of the following month, commencing on the month in which the concession fees accrue under this Agreement.

**9. Concession Monthly Summary Reports**

On or before the fifteenth (15<sup>th</sup>) day of each month beginning with the second month in which concession fees accrue under this agreement, the Contractor shall submit to the City, certain information listed on the Concession Gross Sales Report (Attachment A) a statement of its Gross Receipts during the preceding month, on which the Percentage Concession fee to the City is based. The Concession Gross Sales Report must be signed by the owner or manager designated by the Contractor, including the State of Florida sales tax returns. The Contractor does agree that all such books and records will be made available to the City at the premises, or at the City's offices, upon reasonable notice, for at least a five year period after final payment is made. This obligation shall survive the termination of this Agreement.

**10. Late Payment**

Proposers Percentage (%) of Gross Receipts is due on or before the 15<sup>th</sup> day of the following month. All payments are to be made to the City and a late penalty of up to \$25.00 per day shall be assessed for each day the payment is late. The City reserves the right to amend penalties are not received within (30) days of the payment due date, the City may cancel this contract.

**11. Profit and Loss Statement**

Within ninety (90) days after the end of each calendar year during the term of this Agreement, the Contractor shall provide a written statement to the City, from an independent Certified Public Accountant, stating that in such Accountant's opinion the

Gross Receipts reported, and the Concession Fee Payments and other fees paid by the Contractor to the City during the preceding calendar year were made in accordance with the terms of the Agreement. The Statement shall also contain a list of the Gross receipts as shown on the books and records of the Contractor, and which were used to compute the Concession Fee Payments made to the City during the period covered by said statement.

## Section II

### Instructions to Offerors and General Provisions

#### 1. Intent

The intent of this Request for Proposals ("RFP") is to solicit offers from contractors to provide concession services at Sunset Beach and any other areas identified by the City in the future.

#### 2. Preparation of the RFP

Offerors are expected to examine this RFP and all related documents. Failure to do so is at the Offeror's risk. Each Offeror shall furnish the information required by the RFP. The Offeror shall print or type the Offeror's name, address and telephone number on the face page, and each continuation sheet must be identified with Offeror's name.

The Offerors shall retain a copy of all documents for future reference. All proposals must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature.

#### 3. Submission or Receipt of Proposals

One original and four (4) copies of the proposal shall be enclosed in a sealed envelope or carton clearly marked:

**RFP No. 120038-P-JJ  
Concession Services-Sunset Beach  
3:00 p.m., day, Month Date, 2012**

and delivered in person, by messenger, or by U.S. Mail to:

#### **Physical Address**

City of Tarpon Springs  
Purchasing Department  
324 E. Pine Street  
2<sup>nd</sup> Floor  
Tarpon Springs, FL 34689

#### **Mailing Address**

City of Tarpon Springs  
Purchasing Department  
PO Box 5004  
Tarpon Springs, FL 34688-  
5004

Late proposals shall not be accepted.

Proposals not so marked may be routed as routine mail and may not be delivered to the Purchasing Department on time.

Facsimile or e-mail proposals will not be considered; however, proposals may be modified by facsimile notice provided such notices are received prior to the hour and date specified in the RFP.

Late proposals and modifications will not be considered. Failure to follow the instructions in the RFP is cause for rejection of offer.

**4. Insurance**

The successful Offerer must provide a Certificate of Insurance in accordance with Insurance Requirements (Appendix D) prior to execution of the Contract.

**5. Right to Reject Proposal**

Right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors. The City will not pay any costs incurred by any Offerors in the preparation of proposals or presentations.

**6. Explanations**

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to the RFP will be issued by the City of Tarpon Springs through DemandStar/Onvia ([www.demandstar.com](http://www.demandstar.com)). All questions or requests for additional information are required to be in writing and may be faxed to 727-937-1766 or e-mailed to [jjackus@ci.tarpon-springs.fl.us](mailto:jjackus@ci.tarpon-springs.fl.us). **Questions must be submitted, in writing, not later than Thursday, February 15, 2012.**

**7. Omissions**

Failure or omission of any responder to receive or examine any form, instrument, or other documents shall in no way relieve any offeror from any obligation with respect to this proposal or the evidence of compliance with this proposal.

**8. Acceptance of Offer**

The signed proposal shall be considered an offer on the part of the Offeror. Such offer shall be deemed accepted upon execution of the Agreement.

**9. Evaluation Criteria**

Proposals will be evaluated on the following criteria:

<b>Criteria</b>	<b>Points</b>
Past Experience	35%
Business Plan and Approach	50%
Financial Qualification	15%
<b>Total</b>	<b>100%</b>

**10. Proposal Evaluation Procedure**

The proposals will be evaluated based on the factors set forth in the RFP and may be reduced to three or fewer Offerors. Discussions may be conducted with these Offerors to further clarify the City's requirements and the Offeror's. Offerors may be required to make presentations.

**11. Tentative Schedule**

Solicitation.....	January 30, 2012
Pre-Response Conference .....	February 9, 2012
Deadline for Questions.....	February 25, 2012
Proposal Opening.....	February 23, 2012

**12. Award Without Discussion**

The City may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror’s best terms from a cost or price and technical standpoint.

**13. Award of Agreement**

An award shall be made to the responsible Offeror whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP.

**14. Modification or Withdrawal of Offer**

An offer may not be modified, withdrawn, or canceled by the Offeror for 90 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Offeror so agrees by submitting its proposal.

**15. Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Agreement. The City will not be responsible for any oral instructions, clarifications, or other communications.

**16. Disqualification**

The City reserves the right to disqualify offers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Offerors.

**17. Mistakes**

Due care and diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the offeror to ensure that they have all the information necessary to effect their proposal. The City will not be responsible for the failure on the part of the offeror to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Offerors are expected to examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at offeror’s risk.

**18. Taxes**

The City does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. Tax Exemption Number is provided on the Acknowledgment Form.

**19. Governmental Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this proposal prior to their beginning of work, it shall be the responsibility of the successful offeror to notify the City of Tarpon Springs at once, indicating in writing the specific regulation which required an alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to City.

**20. Advertising**

In submitting a proposal, offeror agrees not to use the results as a part of any advertising.

**21. Excess Reprocurement Liability**

Contractor shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform. Such re-procurement expense obligation by contractor shall be limited to the excess over the agreed upon price.

**22. Waiver of Breach**

No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.

**23. Entire Agreement**

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable, and the contract shall be treated as though that portion had never been part of this agreement.

**24. Execution of Agreement**

The individual, firm, or corporation to which the Agreement has been awarded shall sign the necessary Agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved Agreement has been received by the successful Contractor. The Agreement shall not be considered binding upon the City until it has been properly executed.

**25. Public Records Law**

Offeror shall treat all documents concerning its contractual obligations under this Agreement as public records and abide by the Florida Laws governing public records.

**26. Compliance with Laws**

Offeror shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment, the

furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with City policies and procedures including but not limited to policies and procedures related to security and internet access.

**27. Assignment and Sub-Letting**

No assignment of the contract or any right occurring under this contract shall be made in whole or part by the Contractor without the express written consent of the Board of Commissioners. In the event of any assignment, the assignee shall assume the liability of the Contractor.

**28. Governing Law; Consent to Jurisdiction**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

- (a) Irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement;
- (b) Waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (1) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever or that its property is exempt or immune from setoff, execution, or attachment, either prior to judgment or in aid of execution, for any reason whatsoever; and (2) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

**29. Attorney's Fees**

In the event either party employs an attorney to enforce any of the conditions of this agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

**30. Force Majeure**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

**31. Hold Harmless**

The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractor, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the employees of the Contractor against the City of Tarpon Springs and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

**32. Drug-Free Workplace**

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a proposal 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 proposals will be followed if none of the tied offerors have a drug-free workplace program.

**33. Public Entity Crimes**

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

**34. Disputes and Complaints**

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

## **Section III**

### **Special Conditions**

1. **Agreement Period**

Duration of the contract shall be for a period of five years (5) from the date of contract execution and any extension thereof.

2. **Extension of Agreement**

The City reserves the right to extend this Agreement under the same terms and conditions for one additional five year period from date of expiration provided such extension is mutually agreeable to both the City and Contractor.

3. **Terms and Conditions**

Contractor warrants that terms and conditions are firm for the agreement period as stated in the Request for Proposal ("RFP").

4. **Background Checks**

The Contractor shall provide the City of Tarpon Springs with background checks on all Contractors' employees who will perform services at City facilities. Persons without a background check clearance or persons with any of the following criteria will not be allowed access to City facilities:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of a 1st or 2nd Degree Felony
- d. Been convicted for drugs or lewd and lascivious behavior.

Contractor shall pay for background checks.

The background checks will, at a minimum, consist of the following:

- National/Federal Criminal History. Lists all criminal arrests/convictions, which have been reported to the state repository, which reveals criminal arrest history.
- Felony Convictions. A statewide search conducted of the states Department of Corrections files for the purpose of identifying any and all reported felony convictions in a particular state.
- County Level Felony & Misdemeanor. A search of the county seat for any and all criminal records. Information returned includes felony, misdemeanor and some criminal traffic.
- Statewide Driving History/Record (by State). Includes dates and description of traffic violations, current license status, any suspensions or revocations.

5. **Insurance Requirements**

The successful Contractor shall provide a Certificate of Insurance in accordance with the Insurance Requirements prior to issuance of a Purchase Order.

6. **Bidder Capability**

Prior to contract award, any bidder may be required to show that he has the necessary facilities, equipment, ability, and financial resources to provide the services specified in a satisfactory manner and within the guidelines of the specifications; that he has had experience in work of the same or similar nature; and that he has references which will satisfy the City.

7. **Relationship of Parties**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the City and Contractor. It is understood and agreed that nothing contained herein, nor any acts of the City or Contractor, shall be deemed to create any relationship other than the relationship of independent contractors and principals of their own accounts.

Neither Contractor nor its employees shall be the employees of the City under the meaning or application of any Laws, including but not limited to unemployment insurance or workers' compensation. Contractor shall assume all liabilities and obligations imposed by any such Laws with respect to its employees. Contractor and its employees shall have no authority to act as the agent of the City and shall not hold itself out as such.

8. **Subcontracting**

The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City. Contractor shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement.

Notwithstanding any such subcontracting, Contractor shall remain obligated and responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.

9. **Termination of Contract**

The City of Tarpon Springs reserves the right to terminate this Agreement with 30 days written notice if:

- a. Contractor is determined by the City to be in breach of any of the terms and conditions of this Agreement;

- b. The City has determined that such termination will be in the best interest of the City to terminate this Agreement for its own convenience; or
- c. Funds are not available for this service. The City's obligation is contingent upon the availability of appropriated funds.

10. **Agreement**

A purchase agreement will be issued by the Purchasing Department for the term of this Agreement.

## Section IV

### Proposal Requirements

#### 1. Required Format

To ensure consistency, all proposals must conform to the format outlined herein:

Cover Letter

Table of Contents

Section A Past Experience

Section B Business Plan and Approach

Section C Financial Qualification

#### 2. Cover Letter

The cover letter must include the full legal name of the firm; a brief summary of the proposing firm; a statement of the Contractor's understanding of the scope of services to be provided; the address of the office conducting the service and of the office administering the Agreement, the names of the person(s) who will be authorized to make representations for the Contractor, their titles, addresses, telephone numbers, and e-mail addresses. The cover letter must be signed by an authorized official of the company, preferably the President. Contractor shall provide proof with its offer of signing authority for any official who signs the cover letter other than the President.

#### 3. Table of Contents

The table of contents must include a clear identification of the material, by section and by page number.

#### 4. Section A – Past Experience - Shall include, but not be limited to, proposers resume chronologically, with descriptions of services provided, experience and clients. .

#### 5. Section B – Business Plan and Approach - Shall include a synopsis of the proposal. Synopsis shall contain, but not be limited to;

Estimated annual gross sales with methodology used for calculation;

Merchandising and marketing methods;

Anticipated merchandise and food types/menu options;

Anticipated services;

Description and photos of equipment & mobile unit/structure to be used;

Operational description with schedule of dates and times of operation;

Business management policies describing controls over money, staffing, accounting, and customer service. This component is intended to provide evaluators information on how the concession service will operate.

#### 6. Section C – Financial Qualification – Complete Attachment

## **7. Section D – Submittals and Other**

This section should include current insurance coverages and Preferences to Businesses with Drug Free Workplace Program form. Also, include any other information, not previously requested, you believe is pertinent in the evaluation of your firm's capability to provide the services specified. Also include information regarding any additional and/or value added services your firm can offer that would be advantageous and provide a competitive advantage to the City.

Please include only relevant information and pertinent exhibits in the proposal. Duplication of materials provided in the RFP, exhaustive resumes, inclusion of standard company promotional materials, etc. will not garner additional points in the evaluation process and may detract from the clarity and conciseness of the proposal

**APPENDIX A**  
**COST SUMMARY**

Item No.	Description of Service	% Gross Sales
1.	Concession Services	%

Offeror: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No : \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

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

\_\_\_\_\_  
Date

**APPENDIX B  
PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS  
UNDER SECTION 287.087, FLORIDA STATUTES.**

1. This statement is submitted with the attached Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid 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 vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - A.) 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 specifying the actions that will be taken against employees for violations of such prohibition.
  - B.) 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.
  - C.) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
  - D.) In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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, 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.
  - E.) 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.
  - F.) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

VENDOR'S SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

## APPENDIX C

### MINIMUM INSURANCE REQUIREMENTS

#### 1. Insurance

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the Purchasing Department of the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any contract extension.

1). Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.

2). Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

3). Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.

4). \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1). Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage's or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, %Purchasing Department, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor

from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

2). Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

3). The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.

4). **CITY OF TARPON SPRINGS SHALL BE ENDORSED TO THE REQUIRED POLICY OR POLICIES AS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED.**

5). The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

**SECTION D**  
**AGREEMENT**

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
by and between \_\_\_\_\_ (herein referred to as the  
"Contractor") and the City of Tarpon Springs, Florida (herein referred to as the "City").

**WITNESSETH:**

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

**1. Contractor Duties.**

That the Contractor shall provide:

for the City of Tarpon Springs, Florida, and in full and complete accordance as provided by the following enumerated documents, ("Contract Documents") which are incorporated herein by reference and made a part hereof as if fully setout herein:

The Request for Proposal No.120038-P-JJ and Addendum No(s) , ("Exhibit A")  
The Contractor's Bid dated xxxxxxx , 2012x ("Exhibit B")  
This instrument and any changes to the following documents agreed to by  
the parties hereto.

**2. Contract Period.**

Duration of the contract shall be for a period of five (5) years from the date of contract execution and any extension thereof. The City reserves the right to extend the contract under the same terms and conditions for one (1) five year periods from date of expiration provided such extension is mutually agreeable to both the City and the Contractor.

**3. Payment**

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with this Agreement (fill in amount) ("Payment".

**4. Amendments.**

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

**5. Severability.**

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of

any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

**6. Due Authority.**

Each part to this Agreement represents and warrants to the other parties that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

City of Tarpon Springs:

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

(City Seal)

Contractor:

By: \_\_\_\_\_

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

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

ATTEST:

By: \_\_\_\_\_  
Secretary

(Corporate Seal)

Approved as to form:

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**(Acknowledgment of Contractor)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:  
City of \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_,  
by \_\_\_\_\_  
\_\_\_\_\_ (Name and Title)

of \_\_\_\_\_ ("Company"), on behalf of the Company. He/She is personally known to me or has produced \_\_\_\_\_, as identification and appeared before me at the time of notarization.

\_\_\_\_\_ warrants that he/she is authorized by the Company to execute the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

My commission expires:

**ATTACHMENT A**

**CONCESSION MONTHLY SUMMARY REPORT**

Concession Name: \_\_\_\_\_

Mail To: City of Tarpon Springs  
P O Box 5004  
Tarpon Springs, Florida 34688-5004

Make Check Payable To: City of Tarpon Springs

Report for month of \_\_\_\_\_ 2012

Gross Sales:

Food, Drink, Ice \_\_\_\_\_

Bait/Tackle \_\_\_\_\_

Retail Sales \_\_\_\_\_

**Total Gross Sales** \_\_\_\_\_

Payment Due --  
% of gross sales \_\_\_\_\_

Remitted By: \_\_\_\_\_

**Payments must be submitted by the 15<sup>th</sup> of the month.**

**ATTACHMENT B**  
**Profit and Loss Statement for 20\_\_\_\_\_**  
**(due within 90 days after close of calendar year)**

Concessionaire: \_\_\_\_\_

Park: \_\_\_\_\_

	Gross Sales	Commission Paid	Operating Expense
--	----------------	--------------------	----------------------

Food, Drink, and Retail Sales	_____	_____	_____
----------------------------------	-------	-------	-------

Rental of Equipment	_____	_____	_____
---------------------	-------	-------	-------

Other (identify)	_____	_____	_____
------------------	-------	-------	-------

TOTAL	_____	_____	_____
-------	-------	-------	-------

Prepared by: \_\_\_\_\_

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

CERTIFICATION: I certify that this annual profit and loss statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

Signature of Concessionaire: \_\_\_\_\_

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

## ATTACHMENT C

### FINANCIAL CRITERIA FORM

#### Instructions and Information:

Please fill in the following worksheets leaving no blanks.

Where information is not available, please insert "N/A" in the blank. Where amounts are zero, please insert "0" in the blank.

This RFP requires that all submissions include financial criteria and financial statements from the two most recent fiscal years. This could be 2001 and 2002, or 2002 and 2003. For this reason, you are requested to fill in the year on each section.

Definitions are provided for the relevant terms at the beginning of the worksheet. Vendors submitting proposals are evaluated on the following criteria (defined below): (1) profitability, (2) operational effectiveness, (3) liquidity / solvency, (4) percentage of requested financial materials submitted, and (5) quality and type of financial materials submitted. Audited materials or those reviewed by a CPA are the most desirable and increase the score of the vendor. This worksheet is being included in the RFP to standardize the required information and provide greater equity in the evaluation process between all the vendors. The financial evaluation is separate from the other portions of the RFP process and is scored by the Pinellas County Office of Management and Budget as follows.

- (1) **Profitability** = 
$$\frac{\text{Net Income}}{\text{Total Assets}}$$
- (2) **Operational Effectiveness** = 
$$\frac{\text{Net Profit}}{\text{Net Sales}}$$
- (3) **Liquidity** = 
$$\frac{\text{Cash} + \text{Cash Equivalents} + \text{Accounts Receivable}}{\text{Current Liabilities}}$$
- (4) **Required Materials Submitted**  
Statement of net worth for both years  
Financial Statements / Tax Returns for both years  
Balance Sheets as of October

A raw score will be converted to a number score to reflect the required percentage of this particular portion of the overall score.

## **DEFINITIONS – Use these definitions to assist you in filling out the subsequent forms**

**Accounts Receivable** is defined as a debt owed to an enterprise that arises in the normal course of business dealings and is not supported by negotiable paper. For example, the charge accounts of a department store. Income due from investments (unless the investments are the business itself) is not usually shown in accounts receivable. A claim against a debtor usually arising from sales or services rendered; not necessarily due or past due.

**Cash** is defined as ready money, currency, coins, negotiable checks, bank balances, or anything that circulates as money.

**Cash Equivalents** are defined as cash that is not actually or constructively received (i.e. property instead of cash).

**Debt** is a sum of money due by certain and express agreement. A specified sum of money owing from one person or entity to another. Debt includes not only the obligation of the debtor to pay, but right of the creditor to receive and enforce payment.

**Net Income** is income subject to taxation after allowable deductions and exemptions have been subtracted from gross income. The excess of all revenues and gains for a period over all expenses and losses of the period.

**Assets** are defined as all property and money held by a person, company, association, or corporation. More specifically, it is the entire property, real and personal, tangible and intangible including patents and causes of action which belong to any person, association, corporation or estate that is applicable or subject to the payment of his or her or its debts.

**Liabilities** are obligations, either absolute or contingent, which may or may not ripen into a debt that one must pay. Accounts, wages, salaries payable, dividends declared payable, accrued taxes payable, fixed or long-term obligations such as mortgage bonds, debentures, and bank loans are all examples of liabilities.

**Net Profits** are the amount of all sales minus the cost of goods and services sold.

**Net Sales** are gross sales minus returns, allowances, rebates, and discounts.

**1. Please provide financial statements for the most recent two years, which include the following:**

	<b>Year 1</b>	<b>Year 2</b>
Accounts Receivable	_____	_____
Trade Notes minus allowance for bad debts	_____	_____
<i>Total Checking</i>	_____	_____
<i>Total Savings, IRA, 401K</i>	_____	_____
<i>Cash on Hand</i>	_____	_____
<i>Cash in Register</i>	_____	_____
<i>Petty Cash</i>	_____	_____
<i>Inventory</i>	_____	_____
<i>(-) Accumulated Depreciation</i>	_____	_____
<i>(-) Retained Earnings</i>	_____	_____
Net (or Taxable) Income	_____	_____
Deposits	_____	_____
Loans to Shareholders	_____	_____
Mortgage and Real Estate Loans	_____	_____
Common Stock	_____	_____
Securities (Other)	_____	_____
Depreciable / Deletable Intangible Assets	_____	_____
Other Assets	+ _____	+ _____

**Total Assets**

	<b>Year 1</b>	<b>Year 2</b>
Accounts Payable	_____	_____
Salaries/Wages Payable	_____	_____
Repair/Maintenance Due	_____	_____
Bad Debts	_____	_____
Debts Payable	_____	_____
Mortgages, Notes, Bonds Payable	_____	_____
Interest Payable	_____	_____
Loans from Shareholders	_____	_____
Capital Stock	_____	_____
Additional paid-in Capital	_____	_____
Other Current Liabilities	+ _____	+ _____

**Total Liabilities**

1. What was your total Net Income after deductions and costs for the most recent two years?

	<b>Year 1</b>	<b>Year 2</b>
Net / Taxable Income		

If you were not a corporation during that time, your net income is your “**taxable income**” on the IRS 1040 or 1120 form.

2. If you were structured as a business, partnership, or corporation, what were your net profits in the two most recent years?

Year 1

Year 2

Net Profits

**Net Profits** are the amount of all sales minus the cost of goods and services sold.

4. If you were structured as a business, partnership, or corporation, what were your net sales in the two most recent years?

Year 1

Year 2

Net Sales

5. What was your net worth for the most recent two years?

Net Worth = Assets minus Liabilities

Year 1

Year 2

Assets

\_\_\_\_\_

\_\_\_\_\_

Liabilities

- \_\_\_\_\_

- \_\_\_\_\_

Net Worth

Your “**net worth**” is the total of all assets minus the total of all liabilities.