



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone (772) 226-1416

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## Request for Proposals

Project Name: Concession Services

RFP #: 2022059

RFP Opening Date: **July 20, 2022**

RFP Opening Time: **2:00 P.M.**

**All Proposals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.**

PLEASE SUBMIT:

- (1) ONE MARKED ORIGINAL, AND
- (3) COPIES OF YOUR PROPOSAL

**Refer All Questions to:**

Email: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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## REQUEST FOR PROPOSALS

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The Indian River County Board of County Commissioners is requesting proposals from qualified firms for:

**RFP # 2022059**  
Concession Services

Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Receipt of one original and three (3) copies of proposals by the Purchasing Division, 1800 27<sup>th</sup> Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. July 20, 2022.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

**PURCHASING MANAGER**  
INDIAN RIVER COUNTY

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**Publish: For Publication on Demandstar and Vendor Registry on June 24, 2022**

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## Scope of Services

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### INTRODUCTION

Indian River County is seeking the response and services of qualified food service vendors capable of providing mobile food concession services (“Concession”). Concession will primarily be required at the North County Aquatic Center (“NCAC”) located at 9450 95th Street (CR 512), Sebastian, Florida; Gifford Aquatic Center (“GAC”) at 4895 43rd Ave, Vero Beach, Florida; Intergenerational Recreation (“IG”) Facility located at 1590 9th Street SW, Vero Beach, Florida; Dick Bird Park at 800 20th Ave SW, Vero Beach, Florida; and Fran B. Adams Park at 9450 CR 512, Sebastian, Florida. Additional sites and events may be added, as needed.

Typical hours of operation and descriptions for each facility may be found at [www.ircrec.com](http://www.ircrec.com).

The County reserves the right to make awards for requested services to a single firm, or to multiple firms, depending upon which method would be in the best interest of the County.

The term of award for each facility is expected to be two years, with one two-year extension.

#### Requirements for selected Concessionaire(s):

ServSafe Certification

Proof of Payment of Indian River County Local Business Tax

Insurance naming Indian River County, FL as additional insured

State of Florida Department of Business & Professional Regulation License, as applicable to business and service.

### Concession Facilities

**Intergenerational Recreation Center – 1590 9th Street SW, Vero Beach, FL** *(interested concessionaires may tour the facility and Concession area on Friday, July 8, 2022 at 9:30 a.m.)*

The Indian River County Intergenerational Recreation Center (iG Center) is a state-of-the-art indoor recreation facility and event venue. Located in southern Indian River County, east of 20th Avenue and north of 9th Street SW (Oslo Road), in Vero Beach, Florida. The recreation portion features diverse programming attentive to all ages, from pre-schoolers to seniors. Indian River County offers programming and events through this facility such as hardwood court basketball, volleyball, martial arts/karate, virtual recreation, performing arts, gymnastics events, trade shows, large seminars, gaming tournaments, and celebratory assemblies. The gymnasium is a 13,425 square foot multi-purpose space and there are 6 multi-purpose rooms throughout the facility ranging in size from 1,147 square feet to 1,258 square feet.

Hours of Operation for concession service are based on the Parks and Recreation Division’s hours of operation Monday-Thursday 9am-9pm, Friday 9am-5pm, and Saturday from 9am-9pm. Most concession services will be provided during scheduled programming hours, which generally occurs Monday-Friday during the hours of 5:30pm-9:00pm, with varying weekend schedules based on scheduled practices, games, and tournaments. Programs and events may also be scheduled on Sundays and the hours of the venue may be extended in the future to include normal operational hours on Sundays.

Concessions primarily serve regular gym use; however, when tournaments are scheduled, the concessionaire will be notified and provided an opportunity to provide concessions at those events.

During fundraising or charitable events, the rental agreement may allow the hosting organization to provide their own concessions for the purposes of raising proceeds to benefit their 501c3 organization.

The iG facility includes a designated/permanent Concession Area of approximately 400 square feet with a counter and roll-up window for service with water and electricity. Concessionaire will be permitted to occupy the concession area for the period described in the agreement. The County anticipates that the Concessionaire will propose a lockable storage area within the Concession Area which may require some storage cabinets or other minor modifications within the Concession Area. The purpose of the built-in storage area for the Concessionaire will be to secure their belongings so that the concession space may be utilized by the County and/or nonprofit renters during events where the Concessionaire is not operating (i.e. for charitable non-profits or County sponsored events). The method and means of storage of the Concessionaires belongings, equipment, and food items should be proposed in detail through the RFP.

**Concessionaire Expectations:**

- ✓ To maintain an inventory sufficient to satisfy the demands and needs of the public.
- ✓ To maintain regular operational hours that meet the needs of guests and scheduled events.
- ✓ To establish rules regarding customer service, if and when required, subject to the approval of the Indian River County Parks and Recreation Director or their designee.
- ✓ To have background checks completed on every employee annually to ensure the public's safety.
- ✓ To maintain good public relations, conduct concession operations courteously and fairly to the public, and be responsive to customers' requests and complaints.
- ✓ To cooperate fully with County officials in all matters relating to the Concession and the recreation complex of which they are a part of.
- ✓ To maintain a clean and safe service area.
- ✓ To remove any garbage, packing, and food waste associated with the operation of the business at the Concessionaire's expense.

**Specific Concessionaire Requirements:**

Desired Menu Options should consist of typical ballfield concessions with a variety of items including, but not limited to, hot dogs, hamburgers, sandwiches, chips, candy bars, water, sports drinks, soda, and other items usually available at similar facilities. Price points should be consistent with other recreational venues in the Central Florida area.

Storage of Materials & Equipment will be allowed within the Concession Area.

Concessionaire must provide a storage plan for materials and equipment when the Concession Area is utilized by an entity other than the Concessionaire.

Storage of perishables will be permitted in the Concession Area.

The Concessionaire will be responsible for any pest control issues within the Concession Area.

Water service is provided in the Concession Area and will be paid for by the County. Concessionaire is responsible for immediately notifying the County of any damage or water leaks.

Electric services are provided in the Concession Area and will be paid for by the County. All equipment must be in good working condition, and no electrical modifications will be permitted without the express written consent of

the County. The Concessionaire will be responsible for implementing any approved modifications necessary/desired.

**Dick Bird Park (formerly South County Park) – 800 20th Ave SW, Vero Beach, FL (interested concessionaires may tour the facility and Concession area on **Friday, July 8, 2022 at 9:00 a.m.**)**

Dick Bird Park is a large regional park located in southern Indian River County, east of 20th Avenue and north of 9th Street SW (Oslo Road), in Vero Beach, Florida. The park and concession area services a four-field softball complex. Fields are active with three softball seasons, including fall, winter, and summer. Fields, games, and practices are programmed through the County's Parks & Recreation Division. The ages of players range from 4 years old through adult. Tournaments are also held throughout the year. Concession services desired are primarily for scheduled ballfield use.

Hours of Operation are generally 5:30pm-9:30pm Monday-Friday, with varying weekend schedules based on scheduled practices, games, and tournaments.

Concessions primarily serve regular ballfield use; however, when tournaments are scheduled, the concessionaire will be notified and provided an opportunity to provide concessions at those events.

During fundraising or charitable events, the rental agreement may allow the hosting organization to provide their own concessions for the purposes of raising proceeds to benefit their 501c3 organization.

This facility consists of a Concession/Restroom building with water and electricity. Concessionaire may opt to occupy the Concession Area for the period described in the agreement, or alternatively, they may provide a self-contained unit on an approved location on the premises.

**Concessionaire Expectations:**

- ✓ To maintain an inventory sufficient to satisfy the demands and needs of the public.
- ✓ To maintain regular operational hours that meet the needs of guests and scheduled events.
- ✓ To establish rules regarding customer service if and when required, subject to the approval of the Indian River County Parks and Recreation Director or their designee.
- ✓ To have background checks completed on every employee annually to ensure the public's safety.
- ✓ To maintain good public relations, conduct Concession courteously and fairly to the public, and be responsive to customers' requests and complaints.
- ✓ To cooperate fully with County officials in all matters relating to the Concession and the recreation complex of which they are a part of.
- ✓ To maintain a clean and safe service area.
- ✓ To remove any garbage, packing, and food waste associated with the operation of the business at the Concessionaire's expense.

**Specific Concessionaire Requirements:**

Desired Menu Options should consist of typical ballfield concessions with a variety of items including, but not limited to, hot dogs, hamburgers, sandwiches, chips, candy bars, water, sports drinks, soda, and other items usually available at similar facilities. Price points should be consistent with other recreational venues in the Central Florida area.

Storage of Materials & Equipment will be allowed within the Concession Area.

Concessionaire must provide a storage plan for materials and equipment when the Concession Area is utilized by an entity other than the Concessionaire.

Storage of perishables will be permitted in the Concession Area.

The Concessionaire will be responsible for any pest control issues within the Concession Area.

Water service is provided in the Concession Area and will be paid for by the County. Concessionaire is responsible for immediately notifying the County of any damage or water leaks.

Electric services are provided in the Concession Area and will be paid for by the County. All equipment must be in good working condition, and no electrical modifications will be permitted without the express written consent of the County. The Concessionaire will be responsible for implementing any approved modifications necessary/desired.

**Commissioner Fran B Adams Park (formerly North County Park) located at 9450 95th Street (CR 512), Sebastian, FL** *(interested concessionaires may visit the site at any time the facility is open)*

Commissioner Fran B Adams Park is a large regional park located in northern Indian River County, east of I -95 on county road 512, in Sebastian, Florida. The park and concession area services a four-field softball complex. Fields are active with tournaments and County led programming throughout the year. Concession services desired are primarily for tournament use.

Hours of operation will be primarily weekends from 8am-6pm or as requested by the tournament organizer.

Concessions are primarily servicing tournament use; the concessionaire will be notified and allowed to provide concessions at those events. Should regular practices and games be scheduled by the County, the Concessionaire will have the first right of refusal for providing these additional services.

This facility will require a standalone trailer or set up next to the building. Water and 120 volts of electricity are available on site.

**Concessionaire Expectations:**

- ✓ To maintain an inventory sufficient to satisfy the demands and needs of the public.
- ✓ To maintain regular operational hours that meet the needs of guests and scheduled events.
- ✓ To establish rules regarding customer service if and when required, subject to the approval of the Indian River County Parks and Recreation Director or their designee.
- ✓ To have background checks completed on every employee annually to ensure the public's safety.
- ✓ To maintain good public relations, conduct said Concession courteously and fairly to the public, and be responsive to customers' requests and complaints.
- ✓ To cooperate fully with County officials in all matters relating to the Concession and the recreation complex of which they are a part of.
- ✓ To maintain a clean and safe service area.
- ✓ To remove any garbage, packing, and food waste associated with the operation of the business at the Concessionaire's expense.

**Specific Concessionaire Requirements:**

Storage of Materials, Perishables & Equipment **will not** be allowed within the building.

Water service is provided on-premises and will be paid for by the County. Concessionaire is responsible for immediately notifying the County of any damage or water leaks.

Electric services are provided on-premises and will be paid for by the County. All equipment must be in good working condition, and no electrical modifications will be permitted without the express written consent of the County. The concessionaire will be responsible for any modifications necessary.

**North County Aquatic Center (“NCAC”), located at 9450 95th Street (CR 512), Sebastian Florida**

*(interested concessionaires may visit the site at any time the facility is open)*

North County Aquatic Center is a large aquatic center located in north Indian River County, east of I -95 on county road 512, in Sebastian, Florida. The Aquatic Center has two pools, an activity pool with slides and zero entry and a 50 meter lap pool with a dive well. There are three swim teams and a dive team that use the aquatic center as their home pool. The facility hosts large swim and dive meets throughout the year. The facility is frequently used by families, large camp groups, and members that use the facility daily as well as a membership program that uses the facility daily.

Hours of Operation are generally Monday – Friday 5:30am-6:00pm, 9:00am-5:00pm Saturday, and Sunday 12:00pm-5:00pm. (Activity Pool hours are Monday –Saturday 9:00am–5:00pm and Sunday 12:00pm–5:00pm).

Concessions are expected to be open 9:00am–5:00pm Monday – Saturday, and 12:00pm-5:00pm on Sunday.

This facility will require a standalone trailer or other set up next to the administration building.

Water and 120 volt electricity are available on site and all utilities are paid by the County.

**Concessionaire Expectations:**

- ✓ To maintain an inventory sufficient to satisfy the demands and needs of the public.
- ✓ To maintain regular operational hours that meet the needs of guests and scheduled events.
- ✓ To establish rules regarding customer service if and when required, subject to the approval of the Indian River County Parks and Recreation Director or their designee.
- ✓ To have background checks completed on every employee annually to ensure the public’s safety.
- ✓ To maintain good public relations, conduct said Concession courteously and fairly to the public, and be responsive to customers’ requests and complaints.
- ✓ To cooperate fully with County officials in all matters relating to the Concession and the recreation complex of which they are a part of.
- ✓ To maintain a clean and safe service area.
- ✓ To remove any garbage, packing, and food waste associated with the operation of the business at the Concessionaire’s expense.

**Specific Concessionaire Requirements:**

Storage of Materials, Perishables & Equipment **will not** be allowed within the building, however, a standalone unit may be left secured on the pool deck upon the Aquatics Manager’s written approval.

Water service is provided on-premises and will be paid for by the County. Concessionaire is responsible for immediately notifying the County of any damage or water leaks.

Electric services are provided on-premises and will be paid for by the County. All equipment must be in good working condition, and no electrical modifications will be permitted without the express written consent of the County. The concessionaire will be responsible for any modifications necessary.

**Gifford Aquatic Center ("GAC") is located at 4895 43rd Ave, Vero Beach, Florida** *(interested concessionaires may visit the site at any time the facility is open)*

Gifford Aquatic Center is a midsize aquatic center located in Central Indian River County, west of 43rd Ave and south of 49th Avenue, in Vero Beach, Florida. The Aquatic Center has an activity pool with slides, zero-entry pool, a lap lane, and a splash pad. There are two swim teams that use the aquatic center as their home pool.

Hours of Operation are Monday –Saturday 9:00am-5:00pm, and Sunday 12:00pm–5:00pm. Hours of operation may be adjusted to accommodate special events.

Patrons consist of families, camp groups, and members that use the facility daily.

This facility would require a standalone trailer or set up next to the building.

Water and 120 volts of electricity are available on site.

**Concessionaire Expectations:**

- ✓ To maintain an inventory sufficient to satisfy the demands and needs of the public.
- ✓ To maintain regular operational hours that meet the needs of guests and scheduled events.
- ✓ To establish rules regarding customer service if and when required, subject to the approval of the Indian River County Parks and Recreation Director or their designee.
- ✓ To have background checks completed on every employee annually to ensure the public's safety.
- ✓ To maintain good public relations, conduct said Concession courteously and fairly to the public, and be responsive to customers' requests and complaints.
- ✓ To cooperate fully with County officials in all matters relating to the Concession and the recreation complex of which they are a part of.
- ✓ To maintain a clean and safe service area.
- ✓ To remove any garbage, packing, and food waste associated with the operation of the business at the Concessionaire's expense.

**Specific Concessionaire Requirements:**

Storage of Materials, Perishables & Equipment **will not** be allowed within the building, however, a standalone unit may be left secured on the pool deck upon the Aquatics Manager's written approval.

Water service is provided on-premises and will be paid for by the County. Concessionaire is responsible for immediately notifying the County of any damage or water leaks.

Electric services are provided on-premises and will be paid for by the County. All equipment must be in good working condition, and no electrical modifications will be permitted without the express written consent of the County. The concessionaire will be responsible for any modifications necessary.



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## Submittal Instructions

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Proposers shall submit the following:

**Information to Be Submitted:** Submit one marked original and three (3) copies, prior to the opening date and time. Submittals must include and are requested to be organized as follows:

- a. Background and qualifications of the Concessionaire, including previous experience.
- b. Summaries or biographies of the required Concessionaire staff, County's primary point of contact, and staffing plan for each proposed facility.
- c. List of proposed equipment and description of storage plan for each facility proposed.
- d. Proposed Menu and Operational Schedule/Plan for each facility proposed
- e. Revenue sharing proposal
- f. Concessionaire Information Form
- g. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- h. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- i. Certification regarding lobbying

**Method of Selection:** The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
  1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
  2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
  1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
  5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

**Criteria for Award:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
1. Vendor qualifications (including references, staffing plan and previous experience)	25
2. Proposed equipment and storage plan	25
3. Proposed Menu	25
4. Revenue sharing with the County	25
<b>TOTAL</b>	<b>100</b>

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## General Instructions

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**Cone of Silence.** Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

**Sealed Submittals and Envelope Markings:** All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

**Opening Location:** Responses must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

**Submission:** Submit one marked original and three (3) copies of your Proposal.

**Public Record Exemption:** Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

**Taxes:** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

**Indemnification:** The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

**Public Access:** The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public

work; may not submit bids, proposals, or replies 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 Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Suspension and Debarment:** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Scrutinized Companies Lists:** The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

**Non-Discrimination:** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**E-Verify:** Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless

each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

**Local Preference:** Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

**Regulations:** It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any Consultant as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

**Applicable Law and Venue:** Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Prohibition Against Contingent Fees:** If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

**Right to Protest:** Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Awards:** The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

Each Occurrence \$500,000  
Fire Damage-any one fire \$50,000  
Medical Expenses-any one person \$5,000  
Personal and Advertising Injury \$500,000  
General Aggregate \$500,000  
Combined Single Limit \$500,000  
Molestation coverage with \$1,000,000 per occurrence limit

**Automobile Liability** – Combined Single Limit \$500,000

**Worker's Compensation** as required by the State of Florida

Each accident \$100,000  
Each Disease – Each employee \$100,000  
Each disease – policy limit \$500,000

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

***Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.***

## CONCESSIONAIRE INFORMATION FORM

Communications concerning this proposal shall be addressed to:

<b>Company Name</b>			
<b>Tax ID Number</b>		<b>W-9</b>	<b>Attached</b> <input type="checkbox"/>
<b>Contact Name</b>		<b>Phone</b>	
<b>Title</b>		<b>Email</b>	
<b>Address</b>			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. How many years has your organization been providing these services? \_\_\_\_\_
  
2. List any State of Florida Registration Number(s): \_\_\_\_\_
  
3. List government agencies and private firm(s) with whom you have completed similar work:
 

Agency/Firm Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

  

Agency/Firm Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_



Agency/Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

4. Date Registered with e-Verify.gov: \_\_\_\_\_ Certificate # \_\_\_\_\_

5. List all ligation cases during the past three (3) years in which the Concessionaire has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

A Copy of ServSafe Certification attached to this proposal

We are submitting offers to provide service at the following facilities:

iG Center

Dick Bird Park

2022059 Concession Services

- Commissioner Fran B. Adams Park
- North County Aquatic Center
- Gifford Aquatic Center

The following items are included for each facility proposed:

- Sample menu
- List of proposed equipment and description of storage plan
- Revenue sharing proposal

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**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF  
RELATIONSHIPS**

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**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2022059 for  
\_\_\_\_\_ Concession Services \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_ (Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

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## CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

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

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

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**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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## SAMPLE AGREEMENT

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**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONCESSIONAIRE). COUNTY and CONCESSIONAIRE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

Concessionaire shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Concession services

### **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Concession Services at County Recreation Facilities

RFP Number: RFP 2022059

Project Address: Primarily at the North County Aquatic Center ("NCAC") located at 9450 95th Street (CR 512), Sebastian, Florida, Gifford Aquatic Center ("GAC") at 4895 43rd Ave, Vero Beach Florida, Intergenerational Recreation ("IG") Facility located at 1590 9th Street SW, Vero Beach, Florida, and Dick Bird Park at 800 20th Ave SW and Fran B. Adams Park at 9450 CR 512, Sebastian, Florida. Additional sites and events may be added, as needed.

### **ARTICLE 3 - CONTRACT TERM**

The term of this agreement is two years ("Initial Term"), with one two year extension ("Renewal Term") subject to vendor acceptance and determination renewal is in the best interest of the County. The parties may agree to alter time periods and locations at which food service will be provided at one or more of the Parks during those times of year when park attendance is low or minimal. The County shall make the ultimate determination in its sole discretion as to whether Concessionaire is permitted to provide concession services on any County owned property.

### **ARTICLE 4 - PAYMENTS**

Concessionaire shall pay to the County, \_\_\_ percent of the cumulative gross receipts for the Term of this Agreement in monthly installments (the "License Fee") [or other payment terms as negotiated prior to award]. The License Fee shall be due at the close of business by the 5th each applicable month (the "Due Date"). For the purpose of computing the License Fee, cumulative gross receipts shall exclude local, state and federal sales tax. License Fee payments will be made by business check and will be mailed or given directly to the Indian River County Recreation Department, 1800 27th Street, Vero Beach, Florida 32960-0310, on the Due Date. An accurate accounting of the gross receipts from each day for each of the Parks shall be recorded in substantially the same form as shown in Exhibit "A" and such form shall accompany the License Fee. Once County's proposed Point of Sale (POS) system is activated, Concessionaire will enter every transaction through that system, and payment will be made to the County accordingly. Payment shall be past due after the fifth day of each month, with a \$x /x% penalty assessed for each day payment is delinquent.

**ARTICLE 5 – ACCOUNTING PROCEDURE**

Accounting Procedure. Concessionaire shall maintain complete and accurate financial and performance records for concession services performed in connection with this Agreement in accordance with good and accepted accounting procedures, which records shall be available for inspection upon request by the County or any duly authorized representative thereof. Concessionaire hereby agrees to maintain financial records and to adopt accounting procedures requested by the County. Concessionaire shall cooperate with and provide to the County or its duly authorized representative any additional information or reports concerning its activities, income, revenues, expenses, and disbursements when so requested.

All transactions, activities and records of the Concessionaire shall be subject to audit at any time by the auditors of the County with the cost to be paid by the Concessionaire should such an audit reveal that the Concessionaire is in violation of this Agreement. Such books and records shall be maintained by the Concessionaire for a period of three (3) years from the date of termination of this Agreement unless a shorter period is otherwise authorized in writing.

**ARTICLE 6 - USE OF PREMISES**

Concessionaire shall operate the Concession, which Concession shall be limited solely to the sale of menu items approved by the Indian River County Parks and Recreation Director, or designee. No other goods or services shall be offered or sold by the Concessionaire without the prior written approval of the Indian River County Parks and Recreation Director, or designee. It is specifically agreed and understood that the use herein set forth shall be the only use allowable under the Agreement and that any variance in such use shall require the written consent of the County.

The location of the Concession at each of the Parks shall be determined by the County in its sole discretion. The Concession may not operate after the general hours of operation of the Parks unless the County provides otherwise. Periodically, the North County Aquatic Center closes for swim meets and other private functions not open to the general public, and Concessionaire agrees that Concession will not be open during those times, unless otherwise agreed by the parties.

County may utilize, and/or allow patrons renting a facility to utilize, other food service vendors. Additionally, vending machines are or may be in place at various sites, and will not be powered off, altered or blocked from use in favor of Concessionaire.

Finally, patrons will not be prohibited from bringing their own food and beverages, unless in violation of the use allowed at the facility.

**ARTICLE 7 - DUTIES OF CONCESSIONAIRE**

Concessionaire agrees as follows:

- a. To maintain an inventory sufficient to satisfy the demands and needs of the public.
- b. To secure and maintain all licenses, insurance, and permits required and to pay when due all taxes and assessments which shall be imposed or assessed by governmental units in connection with the business or operation conducted pursuant to the provisions of this Agreement and to otherwise comply with all applicable laws, ordinances, rules, regulations, or policies established by the County or local, state and federal governmental unit or authority.
- c. To provide service to the public in accordance with an operating schedule approved by the Indian



River County Parks and Recreation Director, or designee, for the period of the Initial Term or Renewal Term, as applicable, of this Agreement. Said schedule shall not be modified or altered without written approval of the Indian River County Parks and Receptions Director, or his designee. The cost to purchase the food items shall be posted and in full view of the public.

- d. To maintain equipment in good working condition and appearance of equipment must meet standards that will not conflict with the overall decorum of the Parks.
- e. To have background checks completed on every new employee to ensure the safety of the public.
- f. To establish rules regarding customer service if and when required, subject to approval of the Indian River County Parks and Recreation Director, or designee.
- g. To maintain good public relations, to conduct said Concession in a manner which is courteous and fair to the public and to be responsive to customer's requests and complaints.
- h. To cooperate fully with County officials in all matters relating to the Concession and the recreation complex of which they are a part.
- i. To purchase and install any equipment required for operation of the Concession.
- j. To notify the County immediately in writing of any potentially hazardous condition existing on or about the Concession or the Parks.

**ARTICLE 8 – DUTIES OF COUNTY**

County agrees as follows:

- a. To make available to Concessionaire water and electricity connections for operation of the Concession.
- b. To provide adequate collection and disposal of garbage by a dumpster located on site.
- c. To provide access to the Parks during normal operating hours to the best of its ability, subject to the right of the County or any other governmental authority to temporarily restrict or deny access to said facility for the purpose of constructing, installing, operating or maintaining any public facility, including, but not limited to, public works and public utilities, or for the purpose of performing any other governmental function. The Indian River County Parks and Recreation Director, or his designee, shall administer the County's interest in said Concession.

**ARTICLE 9 – MISCELLANEOUS**

- 10.1 Improvements. Concessionaire agrees that improvements made by him/her shall be at his/her expense and shall have the prior written approval of the Indian River County Parks and Recreation Director, or designee, and all regulatory agencies where applicable.
- 10.2 Indemnification and Insurance. Concessionaire shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including

reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the Concessionaire, or its employees, agents, subcontractors, or other persons or entities performing work under this Agreement.

The Concessionaire agrees to provide and maintain at all times during the Term , and if applicable, the Renewal Term of this Agreement, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Concessionaire against any and all claims, demands, or clauses of action whatsoever for the injuries received and damage to property incurred in connection with the use, occupation and management or control of the property and any improvements thereon by Concessionaire. Such policies of insurance shall insure the Concessionaire in the amount not less than \$1,000,000.00 to cover any and all liability claims arising in connection with any particular accident or occurrence. Such liability policies shall provide that the County is an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of such action.

The Concessionaire shall provide the described insurance on policies and with insurers acceptable to the County and licensed and authorized under the laws of the State of Florida. These insurance requirements shall not relieve or limit the liability of the Concessionaire. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Concessionaire's interest or liabilities, but are merely minimums.

A certificate of insurance indicating that the Concessionaire has coverage in accordance with the requirements of the Agreement shall be furnished by the Concessionaire to the Indian River County Parks and Recreation, prior to commencement of operations in the Parks.

All personal property housed or placed at the Parks shall be at the risk of Concessionaire, and the County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Concessionaire agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the operation of these facilities to cover the Concessionaire's interest therein. The Concessionaire further agrees and understands that no storage will be made available for his/her use, unless a negotiated monthly rent has been negotiated [if agreement is for Commissioner Fran B. Adams Park, NCAC or GAC].

10.3. Covenants Against Assignment and Subletting. The Concessionaire shall not assign any portion of the Agreement nor allow same to be assigned by operation of law without the express written approval of the County.

10.4 Independent Contractor. The Concessionaire shall perform the conditions of this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be in any way construed to constitute the Concessionaire or any of his agents or employees as the agent, employee, or representative of the County.

10.5 Additional Locations. Upon written agreement by the parties, this Agreement may include additional concession locations at various other county parks. The terms of this Agreement shall form the basis of any future written document, notwithstanding that a different term, location, and hours of operation would apply.

10.6 Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10.7 Concessionaire is registered with and will use the Department of Homeland Security's E-Verify system

(www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Concessionaire is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

10.8 Governing Law. This Agreement shall be deemed to have been executed and entered into in the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

10.9 Venue. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Indian River County, Florida, and any trial shall be non-jury.

10.10 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) month from the date of being placed on the convicted vendor list. Concessionaire represents and warrants that no fact or circumstance exists which constitutes a violation of the above prohibitions.

10.11 Modification. No modification of this Agreement shall be binding on the County or the Concessionaire unless reduced to writing and signed by a duly authorized representative of the County and the Concessionaire.

10.12 Emergencies. In the case of a declared emergency in Indian River County by the Board of County Commissioners, the County retains the right to immediately resume occupation, management, and maintenance of the facility, to use the facility to meet any emergency needs of the citizens of Indian River County for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County.

10.13 Force Majeure. Neither the County nor the Concessionaire shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the effective date of this Agreement. An "Event of Force Majeure" shall include, but not be limited to an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellions, revolution, insurrection, or military or usurped power, or civil war; contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of any supplier or of its subcontractors; or acts or threats of terrorism.

10.14 Public Records Compliance. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Concessionaire shall comply with Florida's Public Records Law. Specifically, the Concessionaire shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Concessionaire does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Concessionaire or keep and maintain public records required by the County to perform the service. If the Concessionaire transfers all public records to the County upon completion of the contract, the Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Concessionaire keeps and maintains public records upon completion of the contract, the Concessionaire shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

C. Failure of the Concessionaire to comply with these requirements shall be a material breach of this Agreement.

**11: TERMINATION OF CONTRACT**

This Agreement may be terminated by the County in its sole discretion and shall be effective immediately upon written notice to Concessionaire. Upon termination of this Agreement, the Concessionaire shall immediately remove any personal property. Any property not removed within five (5) days after termination shall become the property of the County.

Concessionaire certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2022.

**OWNER:**

**CONCESSIONAIRE:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

By: \_\_\_\_\_  
(Concessionaire)

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. \_\_\_\_\_  
(Where applicable)

Attest: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Agent for service of process: \_\_\_\_\_

Designated Representative:  
Name: Elizabeth Powell  
Title: Parks and Recreation Director  
Address: 1800 27<sup>th</sup> Street, Vero Beach, FL 32960  
Phone: 772.226.1873  
Email; bpowell@ircgov.com

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

(If Concessionaire is a corporation or a partnership, attach evidence of authority to sign.)

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**Exhibit A – Sample Daily Gross Receipt Accounting (to be provided to  
awarded concessionaire(s))**

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