

AGREEMENT AND RFP SPECIFICATIONS
FOR THE OPERATION OF MOBILE CONCESSIONS AT COUNTY PARKS
FRIENDS OF THE COUNTY PARKS AND RECREATION, INC.

Date -

This Concessionaire Agreement (the "Agreement") is made and entered into on the ____ day of _____, by and between Friends of the County Parks, Inc. ("Friends"), a Florida nonprofit corporation, and _____ ("Concessionaire"). Friends and Concessionaire hereby agree as follows:

Introduction

Friends is a 501(c)3 organization with a mission to support Hillsborough County Parks. Friends has an agreement with the County to manage vending at County Parks. Friends is requesting proposals and intends to enter into one or more agreements with a Concessionaire/s to provide mobile concession services at various park facilities in accordance with the guidelines set by Hillsborough County. The obligations of each party shall be further governed by this Agreement. The proceeds of this concessionaire agreement benefit the Friends of County Parks, the County park system, and the users of the parks and facilities. This agreement currently covers only the 180 plus parks and recreations sites, not conservation parks, veteran's parks or other county facilities. The Friends may expand to conservation parks with written notice to Concessionaires if desired.

Services

1. The Concessionaire shall provide the following concession products and services.
 - a. Water, sports drinks, coffee, tea, and soda;
 - b. Variety of food, candies, and snacks, including, but not limited to: hamburgers; cheeseburgers; French fries; hot dogs; salads, fruit, candy, protein bars or shakes; or other comparable items; and,
 - c. Dog snacks and drinks, other dog apparel, and paraphernalia.
2. Concessionaire shall provide the Concession Services in a manner consistent with the accepted practices for other similar services. Such services must be performed to the County's

and Friends' satisfaction and according to the direction of the Director of the HCPR or his/her designee.

3. Subcontracting There shall be no subcontracting of services without the prior written approval of the County.

4. Customer Service. The Concessionaire and its employees, agents, or representatives shall provide the highest quality customer service and treat all customers with courtesy and respect. The Concessionaire shall honor all reasonable requests for refunds, including requests from customers dissatisfied with any food, beverage or other product sold by the Concessionaire. The Concessionaire shall cooperate with HCPR in conducting customer satisfaction surveys.

5. Employee Appearance. All of the Concessionaire's employees, agents, representatives or licensees shall have a neat, clean, and sanitary personal appearance and those who come in direct contact with the public shall wear clothing or identification which distinguishes them as representatives of the Concessionaire. Employees are not permitted to wear any open-ended shoes, cut-offs, tank tops, or clothing with inappropriate sayings, language, pictures, or logos. The County and Friends may require the Concessionaire to implement a specific dress code outlined by the County and Friends if it deems such action to be necessary.

6. Training. The Concessionaire shall provide a training program for its employees, agents, or representatives to develop the skills and techniques necessary to perform under this Agreement, including, but not limited to, promoting customer service, cleanliness, a positive attitude, and endorsing the County and Friends in a professional manner. Additionally, the Concessionaire shall comply with all local, state, and national food handling safety certifications.

7. Staffing. The Food Truck/Trailer shall be properly staffed and stocked to prevent undue delay to the public. The Concessionaire shall plan its staffing in advance and anticipate to the best of its ability any conditions, such as holidays, tournaments, and special events, which may require additional staffing by the Concessionaire of the pickleball, parks, and dog parks to comply with the posted schedules. If the County and Friends determine that the Concessionaire has inappropriate and/or insufficient staffing, then the County and Friends may notify Concessionaire of that fact, and the Concessionaire shall immediately adjust its staffing to meet the County's or Friends' recommendation. The Concessionaire shall replace any employee at the request of HCPR for good cause. All staff shall be background checked to FDLE level 1.

8. Schedule. The Concessionaire shall coordinate schedules to cover the programmatic and competitive needs of all sites, including partnered sites. The County shall retain the right to utilize

an outside vendor or black out any site covered by this concession contract up to 20 days a year as needed.

9. Pricing. All pricing of any food, beverage, or other product must be competitive and must be approved in writing by the County and Friends. The Concessionaire may not change any pricing without the County's or Friends' prior written consent, which consent may not be unreasonably withheld. All pricing shall be on display to patrons of the concession. A list of prices shall be posted at each site as well as given in writing to the County.

10. Sites. This agreement may include all Hillsborough County Park sites, tournaments and specialty park amenities such as dog parks and pickleball courts. The County and Concessionaire will keep a shared schedule of all sites for which the concessionaire will provide services. The schedule shall include the site, date, and times of service. Sites may be trialed before setting a schedule and signage installed.

11. Athletic sites. Athletic sites with partnered organizations are not included in this agreement and are serviced for concessions by the partnered organization. County-run athletic sites are included and will be communicated and coordinated in writing separately.

12. Social Media. A social media page promoting the concessions program, sites and schedule may be required.

13. Products. All food, beverage or other products offered for sale by the Concessionaire to the public shall be approved in writing by the County or Friends prior to distribution or sale of any such products. The Concessionaire shall comply with any reasonable request made by the County to either add or eliminate certain types of food, beverage or other products. The Concessionaire shall offer some food and beverage options that meet the FDA definitions of Healthy Foods. No alcohol or products containing prohibited substances shall be allowed on or served at County Parks.

14. Pet Products. The vendor shall be allowed to sell human food and drinks, pet food, pet treats and pet products while at the County's dog parks. The County may restrict the sales of dog or pet related items at sites where dogs and the proximity to park patrons may cause issues- such as sports complexes. Pet food or snacks shall be clearly marked as "take home" as food inside dog parks can cause issues with aggressiveness.

15. Signs. The Concessionaire shall be limited to posting a vending sign at a single location in a park with days or nights of service. The Concessionaire shall not place any signs, notices, or advertising materials in or about the County's real property without the County's prior written consent, which may be withheld for any reason. If required by County permit, the Concessionaire shall obtain the

necessary permits in connection with any such signs. Hand-written signs are not permitted, and all signs must be in a manner consistent with HCPR's policies and standards of quality. The Concessionaire shall post signage indicating that proceeds of sales benefit the Friends of County Parks and shall also post a separate refund policy statement.

16. Siting. The Concessionaire shall park only in the designated concessionaire parking area, and the County shall provide such in writing in an aerial form.

17. Award of locations and park types. The County and the Friends may allocate concessionaire services, sites, tournaments, days, and park types to each Concessionaire as they deem appropriate depending on types of service needed, concessionaire track record, capability, staffing, equipment, menu, and schedule.

18. Park Posted days and hours of service. The Concessionaire shall post and keep hours and days of concession as posted at Dog Parks.

19. Licenses and permits. The Concessionaire must possess a **Mobile Food Dispensing Vehicle (MFDV) license** from the DBPR, a local business tax receipt/license, sales tax registration, certified food manager/handler certs, plus various local permits for health, fire, and parking, and an approved commissary agreement and any other required licenses or permits.

20. Insurance. The Concessionaire must maintain the \$1,000,000 of liability insurance and add Hillsborough County as an additional insured. The Concessionaire must also maintain Friends of the County Parks as an additional insured.

21. Food truck/trailer Placement at Parks. The Concessionaire and the County will agree on the best placement and location for vending at each park and the location shall remain the same. Some parks may require a cart or small remote booth due to the restricted nature of the service area at the park. The Concessionaire shall take great care while parking and leaving the park for patron safety.

22. Approved placards. Concessionaires may be required to display an official concessionaire placard at all sales windows.

23. Vending equipment storage and power. The Concessionaire shall own, maintain, and keep in clean and presentable state all vending vehicles and equipment. No vehicles or equipment shall reside or stay overnight at any park. All vending equipment shall be self-powered and meet or be less than all regulated county decibel levels for power generation so as to not disturb park visitors. Electric power can be provided at sites that support it for an additional fee.

24. Damage to park amenities. The Concessionaire shall be responsible for any damage caused by their vehicles, employees, or practices while at parks and should report any damage immediately, and provide photos of the damage, to their county contact. Damage shall be remedied to the County's satisfaction by the Concessionaire in a timely manner.
25. Disposal of oils. The Concessionaire shall dispose of or recycle any oils in a proper manner.
26. Operating Expenses. The Concessionaire shall pay all costs and expenses associated with the operation and upkeep of their food truck or trailer and all equipment. The Concessionaire shall pay directly-all taxes properly assessed against the Concessionaire by the State of Florida and any other governmental entities in connection with providing the Concession Services.
27. POS System. The Concessionaire will always use a County approved Point of Sale (POS) system for all digital payments and cash payments. A full POS report may be requested by the County and the Concessionaire shall comply with submitting it in a timely manner.
28. Payment.
- a. The Concessionaire ~~will~~ shall pay Friends 30% of all gross sales.
 - b. Concessionaire payments shall be made quarterly on or before the following dates:
 - i. April 15
 - ii. July 15
 - iii. October 15
 - iv. January 15
 - c. Concessionaire shall provide Friends with digital quarterly reports for all concessions.
 - i. Gross Sales for each individual site and tournament
 - ii. P&L Statements

Term of Agreement:

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- _____, or
- the date a party terminates the Agreement as provided below.

29. Termination. With reasonable cause, either Friends or Concessionaire may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- Hillsborough County terminating the concession rights of Friends;
- a material violation of this Agreement; or,
- any act exposing the other party to liability to others for personal injury or property damage.

Notwithstanding the above, with or without cause, either party may terminate this Agreement at any time by giving 60 days written notice to the other party of the intent to terminate.

30. Litter Removal. The Concessionaire shall be required to place one to two garbage cans outside each concession location during each service. Cans shall not stay on site and shall move with the concession. The trash from these cans may be placed in a County Park dumpster if one is onsite. Otherwise, the trash shall be carried off and dumped at another park with a dumpster. If the concession at any site becomes a litter issue, the Concessionaire may be required to patrol for litter prior to leaving the site each night. Request for this shall be made by County staff in writing.

31. Hold Harmless. The Concessionaire shall indemnify, defend, and hold harmless Friends of the County Parks and Hillsborough County, including their officers, directors, agents, and employees, from and against any and all claims, damages, liabilities, losses, expenses, costs, and judgments arising out of or resulting from the Concessionaire's performance under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Friends of the County Parks or Hillsborough County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month, and year indicated above.

FRIENDS OF THE COUNTY PARKS AND RECREATION, INC. 128 1st St E #204 Tierra Verde, FL 33715	
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
SIGNATURE:	SIGNATURE:
Date:	Date:

Bids will be considered if submitted by qualified Contractors which have experience, including successful work in the provision of the solicited services. Contractors offering full service will receive the highest consideration.

Submittals by Interested Concessionaire- Due by **XYX PM on xx-xx-xxx**

Applicants should submit digitally one (1) original copy and respond to each of the following items as clearly as possible:

1. Letter of Transmittal;
2. A brief but complete history of your company;
3. Anticipated timeline to begin delivery of services;
4. Proof of Insurance;
5. All business formation documents, articles of incorporation, sales tax registration, certificates of personnel trainings, business licenses, concession/vendor permits, including a list of authorized representatives;
6. A list breaking down of on-hand vending equipment in vehicles, appliances etc. with outside and inside images of food trucks/trailers owned by the company;
7. Résumés of key personnel who will actually be assigned to the project and a description of their roles. Note: The Friends expect those listed to be those who will actually perform the work. Substitutions (Contractors only) will be permitted only upon approval of the County's representative or designee.
8. A signed letter from the owner of the company that the corporation can comply with all specifications, licenses, permits, profit sharing, and requirements of this bid and agreement with the Friends of the County Parks, Inc.

Appendix A

Sites

All Parks link <https://hcfl.gov/locations>

- Pickleball Locations
Apollo Beach Park
- Balm Park
- Bertha & Tony Saladino Park
- Bloomingdale East Park
- Bloomingdale West Park

- Branchton Park
- Chandler Park
- Fawnridge Park
- Heather Lakes Park
- Keystone Park
- Mango Park
- Progress Village Park
- North Brandon Sports Complex
- Northlakes Sports Complex
- Nye Park
- Roy Haynes Park
- Skyway Sports Complex
- Springhead Park
- Town 'N Country Park
- Villa Rosa Park
- Woodlake Park

- **Dog Park Locations**

- **Apollo Beach Dog Park** - 664 Golf and Sea Blvd., Apollo Beach, FL 33572
- **Carolyn Meeker Dog Park** - 122 1st Ave. SW, Lutz, FL 33548
- **Carrollwood Village Dog Park** - 4680 West Village Dr., Tampa, FL 33624
- **Church Park Dog Park** - 5631 E. Webb Rd., Tampa, FL 33615
- **J.B. Gibson Dog Park** - 10017 Vaughn Street Gibsonton, FL 33534
- **Logan Gate Dog Park** - 7374 Monterey Blvd., Tampa, FL 33610
- **Mango Dog Park** - 11717 Clay Pit Rd., Seffner, FL 33584
- **New Tampa Dog Park** - 8551 Hunters Village Rd., Tampa, FL 33647
- **Northwest County Dog Park** - 8951 W. Waters Ave., Tampa, FL 33615
- **Saladino Dog Park** - 1705 Bryan Rd., Brandon, FL 33511
- **West Dog Park** - 6402 Occident St., Tampa, FL 33614

- **Branchton Park -15504 Morris Bridge Rd., Thonotosassa, FL 33592**