



**COUNTY OF SONOMA  
SPRING LAKE PARK CONCESSION**

**Request for Proposals (RFP)**

The County of Sonoma is pleased to invite you to respond to a Request for Proposal for the Spring Lake Park Concession.

Proposals must be received no later than 2:00 p.m. on April 21, 2017.

**A. *Introduction/Purpose***

**1. Project Background and Description**

The County of Sonoma is distributing this Request For Proposals (RFP) to award the food concession operation at Spring Lake Park in Santa Rosa, California. Spring Lake Park averages nearly one million visitors per year, with the highest levels of visitation during the summer months. The average number of visitors walking by the concession building daily is 2,800 visitor trips during the summer months with peak days exceeding 6,000 daily visitors at this location.

The Spring Lake Park Concession is located immediately adjacent to a 2.5 acre lifeguarded swimming lagoon and floating water park operated from Memorial Day through mid-September. The park has two main entrances, one off Violetti Road, the other from Newanga Avenue. The park presently has three major picnic areas within its boundaries. There is a 32-unit campground, a boat ramp with dock and parking, a 2 ½-acre swimming lagoon, a 72-acre lake for non-motorized boating and fishing, a paved bicycle path around the lake, and the Environmental Discovery Center. Vehicles are required to pay \$7 day use parking fee or present a Parks Membership parking tag when parking inside the park.

Spring Lake Park is highly utilized year round, but the concession operation must remove any equipment and supplies from the concession building during the winter months due to likely flooding at Spring Lake Park during storm events. Spring Lake Park serves as a flood control basin along Santa Rosa Creek and is owned by the Sonoma County Water Agency. The main concession space includes approximately 500 sq. ft. of space with roll-up serving windows and a separate 200 sq. ft. indoor area to store supplies or sell small items. This concession operation is highly visible to park visitors and water park users.

The park is open year-round and is staffed by park rangers, maintenance, and seasonal park aide personnel. A resident ranger lives on the premises.

## **2. Desired Goals/Objectives/Outcomes**

Regional Parks is requesting proposals from suppliers with a track record of excellent customer service and a willingness to provide the highest quality food, drink and other items at a reasonable cost in a café-like environment. Local businesses, community partners, non-profits, and service organizations with food preparation and serving experience are encouraged to apply.

Suppliers serving locally sourced, organic and healthy foods, Fair Trade coffee and teas, and other sustainable food and beverage options are highly desirable.

Food packaging should be minimized to the greatest extent possible with a goal of less waste to the landfill. Recyclable, compostable, and natural based packaging materials is highly encouraged. No Styrofoam or glass containers.

With the introduction of the Spring Lake Water Park in summer of 2016, park visitors are spending longer periods of time recreating in/around the swimming lagoon area. Additionally, Regional Parks will be managing the boat and inner tube rentals during the 2017 summer as well as numerous camps and junior lifeguard programs happening throughout the summer in the swimming lagoon area.

We desire a dedicated concessionaire who can work collaboratively with park staff to solve issues as they arise, promote Spring Lake Park and Sonoma County Regional Parks, and be willing to partner with Regional Parks to prepare food for park events and dedications. Regional Parks would also be interested in marketing the supplier as an option for group picnickers and other user groups seeking semi-catered food service within the park during their visit.

Regional Parks retains the right to work with the supplier on the naming of the service such that it is mutually beneficial to both parties.

## ***B. Statement of Requirements - Services Required of Successful Proposer***

### **TERMS AND CONDITIONS**

#### **1. Concession Agreement**

The successful proposer will be required to enter into a License Agreement for the operation of the concession stand at Spring Lake Park with the County. An example of this agreement is attached hereto. Each proposer must identify and include in its proposal

all proposed changes, if any, to the License Agreement. The agreement must be reviewed and approved by County Counsel as to any proposed changes.

2. Term

The term of this Agreement shall be for 32 months (3 summer seasons), beginning in May 2017 and ending December 31, 2019. There will be an option to extend the agreement for two (2) additional years.

3. Rental

An annual fee for the privilege of operating said concession will be charged. Suppliers are required to submit a minimum annual fee, to be proposed by the supplier, which meets or exceeds \$10,000 annually.

4. Payment

Payment of the annual rental fee to the County shall be made in installments, the timing and frequency of which shall be proposed by the supplier in their RFP submittal. Payments shall be based upon the amounts specified in the agreement of the successful proposer. A ten percent late charge shall be added to the amount due the County if payment is not received by the dates specified by the supplier.

5. Insurance

The successful proposer will be required to obtain insurance as described in the attached sample Revocable License Agreement for use of County Facilities and in Section V. Insurance.

6. Utilities

Utilities including water, electricity, and sewer will be provided to the Licensee at a fixed cost of \$1,000 annually for the term of this Agreement, with proportional payments due with rental payments. This cost is in addition to fees paid to the County for use of said premises. Concessionaire shall provide telephone service (if desired) for the concession area.

7. Trash

Concessionaire shall provide trash cans for waste and recycling in the outdoor sitting area on the beach and a four-yard dumpster (or larger if needed) for disposal of all trash from concession stand.

8. Equipment

Concessionaire shall provide all equipment and supplies necessary to provide the services required.

9. Condition of Premises

Concessionaire shall be responsible for cleaning and maintaining the concession stand, the paved areas in front of the walk up windows, and the outdoor seating area located on the beach. Facilities shall be maintained in a clean and orderly manner at all times during the entire term of the agreement. Facilities must be operated in conformance with all appropriate federal, state and local regulations. Improvements or modifications to structures or facilities other than installation of equipment necessary for operation of the concession can be made only upon prior written approval from the County.

10. Operation

The concession operation is a seasonal operation and is usually April 1<sup>st</sup> to October 15<sup>th</sup> annually. (Please note: These dates are tentative and may be altered due to unforeseen problems such as late storms and other situations that would prevent the concession from operating.) All equipment and material that is the responsibility of the concessionaire shall be removed from the reservoir flood basin by November 1 and not reinstalled until April 1 annually except with written permission from the County.

- a. Staffing. A competent adult shall be on the premises at all times while the concession is in operation. At no time will the stand be operated if no one 18 years of age or over is in attendance.
- b. Hours. The minimum period of operation shall be as follows:

MEMORIAL DAY WEEKEND THROUGH LABOR DAY WEEKEND: Open daily for a minimum of seven hours, 12:00 P.M. to 7:00 P.M. Full menu available.

EASTER WEEKEND TO MEMORIAL DAY WEEKEND AND LABOR DAY WEEKEND TO OCTOBER 15<sup>th</sup>: Open weekends for a minimum of five hours, 12:00 P.M. to 5:00 P.M., or longer. Limited menu acceptable.

Hours of operation in addition to this minimum schedule are authorized within established park operational hours. Concessionaire may, due to inclement weather or other approved circumstances, temporarily modify the hours of operation. In such circumstances, concessionaire shall notify ranger in charge prior to any modifications. If modification of hours or closure is to occur, clear signage at the park and updates on applicable social media page(s) shall be posted to inform visitors.

- c. Prices and Rates. The County shall have access to and the right to approve or disapprove prices and rates for goods or services rendered or performed upon the subject premises. All rates and charges must be posted at all times.
- d. Merchandise. The County reserves the right to prohibit the sale of any item which it deems objectionable or beyond the scope of merchandise deemed necessary for proper service to the public, or does not meet minimum safety standards.

The sale of tobacco on the subject premises is expressly forbidden.

11. Accounting

- a. Records. The concessionaire shall maintain a complete and accurate accounting of all concession transactions in a manner that is acceptable to the County of Sonoma.
- b. Reports. For each season, a written report of sales shall be submitted to Regional Parks annually by November 15<sup>th</sup>.

12. Healthy Foods Initiative

Concessionaire's operations shall be consistent with the County of Sonoma's effort to promote The Healthy Eating, Active Living Community Health Initiative (HEAL) project of the Community Activity and Nutrition Coalition of Sonoma County (CAN-C). The goal of HEAL is to create conditions that make it easier for community members to eat healthy foods and to be physically active in order to reverse the growing trend of overweight and obesity, and the rise in preventable diseases such as diabetes and heart disease. Further information can be found at (<http://www.sonoma-county.org/health/meetings/heal.asp#introduction>).

In accordance with the State of California's mission to "provide for the health" of Californians, additional consideration will be given to foods consistent with the 2010 Dietary Guidelines for Americans. The federal guidelines encourage Americans to consume more healthy foods like vegetables, fruits, whole grains, lean protein, fat-free and low-fat dairy products and to consume less sodium, saturated and trans fats, added sugars and refined grains. Concessionaire also shall promote the importance of locally and sustainably grown, organic foods, and shall use sustainable practices, organic ingredients, and recycled products whenever possible.

See <http://health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>

### **C. Local Preference**

It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers. More information about the County's purchasing policies can be found on:

[Local Preference Policy for Services](#)

## D. **Schedule**

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<u>Date</u>	<u>Event</u>
<u>Tuesday, March 7, 2017</u>	Release Request for Proposals
<u>Wednesday, March 29, 2017</u>	Pre-Bid Conference & Concession Building Walk Through. 10:00 am – at the Spring Lake Park Concession Building.
<u>Wednesday, April 5, 2017</u>	Deadline for Proposer’s Questions
<u>Wednesday, April 12, 2017</u>	County’s Responses to Questions Due
<u>Friday, April 21, 2017</u>	Proposals Due by 2:00 pm
<u>Wednesday, April 26, 2017</u>	Proposals Evaluated by County
<u>Monday, May 1, 2017</u>	Notice of Intent to Award ( <i>subject to delay without notice to proposers</i> )

## E. **Pre-Bid Conference**

A pre-bid conference to discuss questions related to this RFP shall be held at the concession stand at Spring Lake Park on Wednesday, March 29, 2017 at 10:00 am. To access the concession stand, use the park entrance at 393 Violetti Road, Santa Rosa, CA 95409. You do not need to pay the \$7 day use parking fee to attend this conference. An inspection of the premises proposed for concession operation will be included as part of the conference. Attendance is highly encouraged.

## F. **Questions**

Proposers will be required to submit any and all questions in writing before 5:00 p.m. April 5, 2017 in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through an updated attachment on the County’s supplier portal and email notification. Questions should be sent via e-mail directly to [corbin.johnson@sonoma-county.org](mailto:corbin.johnson@sonoma-county.org). Questions will not be accepted by phone.

## **G. Corrections and Addenda**

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to the Sonoma County Regional Parks, 2300 County Center Drive, Suite 120A, Santa Rosa, CA 95403, if the proposer has previously submitted a proposal to the Department). Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

## **H. Proposal Submittal**

1. Form: Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is: [Sonoma County Supplier Portal](#).

Note: Proposers must be registered to submit electronic submittals. See registration instructions on the Supplier Portal link above.

Additionally proposers must submit (1) signed original, and four (4) copies of the signed proposal by 2:00 pm on April 21, 2017. Proposals must be enclosed in a sealed envelope or package and clearly marked "**SPRING LAKE PARK CONCESSION**". Proposals shall be submitted to:

Corbin Johnson  
Sonoma County Regional Parks 2300  
County Center Drive, Suite 120A  
Santa Rosa, CA 95403

2. Due Date: Proposals must be received no later than 2:00 p.m. on April 21, 2017. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.



3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:
- a) The completed proposal shall be without alterations or erasures.
  - b) No oral or telephonic proposals will be considered.
  - c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.
4. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

a) **Section I - Organizational Information:**

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

**Key Personnel**

Identify the key personnel, their roles, and their back-ups.

**Organization Chart**

Provide an organization chart which identifies each member of the firm involved with the service and the specialty or position of each team member.

If this is a partnership or joint venture (j-v), describe:

- how the partnership or j-v will be organized,
- who will be in overall control of the agreement,
- how it will function on a day-to-day basis,
- what will you do to guarantee continuity for all services

b) **Section II - Qualifications and Experience:**

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

#### Debarment or Other Disqualification

Proposer must disclose any debarment or other disqualification as a supplier for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information

#### c) **Section III - Project Approach and Work Schedule:**

Please carefully review the “Statement of Requirements – Services required of successful proposer” as referenced in Section B., beginning on page 2.

Provide a detailed Business Plan for the concession operation in the following format:

- 1) Legal business name or entity
- 2) Concession schedule & Hours (annual plan)
  - a. Open daily Memorial Day weekend through Labor Day weekend
  - b. Open weekends in late spring / early fall
- 3) Staffing (number of staff, qualifications, recruitment strategy)
- 4) Menu and pricing (quality, cost, variety, consistency with County Health goals)
- 5) Beverages and pricing (including beer and wine)
- 6) Sanitation
  - a. Number and approximate location of trash and recycling receptacles
  - b. General specification of serving products (paper, plastic, no Styrofoam materials, recyclable, compostable, etc...)
- 7) Merchandise (if applicable)
- 8) Website / Social Networks for public information
- 9) Describe Health Department permits required (and CA Alcoholic Beverage Control permits if requesting to serve beer and wine)
- 10) Physical improvements at the concession building (if needed)
  - a. To be completed by concessionaire
  - b. Requested to be completed by the County
- 11) Annual Rental Fee
- 12) Opening date for summer 2017 season
- 13) Any other information, experience or qualifications to consider

d) **Section IV - Cost of Service:**

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to the County, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

e) **Section V – Identification of subcontractors:**

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

f) **Section VI - Insurance:**

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

g) **Section VII - Additional Information:**

Include any other information you believe to be pertinent but not required.

h) **Section VIII – Contract Terms:**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

***I. Selection Process***

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.

2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
  - a) Demonstrated ability to perform the services described;
  - b) Experience, qualifications and expertise;
  - c) Quality of work as verified by references;
  - d) Costs relative to the scope of services;
  - e) A demonstrated history of providing similar services to comparable entities;
  - f) Willingness to accept the County's contract terms; and
  - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
  - h) The locality of the Proposer;
  - i) Ability to provide product that aligns with the Sonoma County Community Health Initiative (<http://www.sonoma-county.org/health/meetings/heal.asp>)
4. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option,

correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.

7. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** The County also makes no guarantee of any or equal amounts of work.
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

## **J. Finalist Interviews**

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## **K. General Information**

1. Rules and Regulations
  - a) The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
  - b) Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
  - c) The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.
  - d) All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.

- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word “Confidential” printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer’s request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
- f) The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
  - a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

2. Nonliability of County

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60)

days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

**L. Protest Process**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: [Protests and Appeals for Goods and Professional Services Procurements](#)

**M. Exhibits**

Exhibit A – Spring Lake Park Map and Concession Floor Plan

Exhibit B – Spring Lake Park – Rules & Regulations

Exhibit C – Insurance Requirements

Exhibit D – Concession Record of Earnings (2012-2015)

Exhibit E – Sample License Agreement