36. Award RFP-4230-04/GMG – Mobile Unit Concession Operations Agreement for Seminole County Sylvan Lake Park, to Timothy and Pamela Grubbs, Apopka (11% commissions of gross receipts).

RFP-4230-04/GMG will provide for mobile concession services for the Seminole County Sylvan Lake Park.

This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The Evaluation Committee which consisted of Joe Gasparini, Parks & Recreation Manager, Suzan Bunn, Director, Tourism & Development, Meloney Lung, Support Services Manager and Steve Waring, Team Leader, Parks & Recreation, evaluated the submittals. The evaluation was based on the following criteria:

Technical Plan

- Understanding of the Scope of Services and proposed approach.
- Qualifications of the firm to provide required services, response time.
- Availability of equipment, and demonstrated experience to provide high quality food service efficiently.
- Selection – Variety of items, guaranteed fresh, local service/local company
- Menu Schedule.

Price Proposal

- Expected financial return to Seminole County Government.
- Ability to provide reasonable prices to the customer.

Past Performance

- Performance on prior contracts with similar scope

The Evaluation Committee recommends award of the contract to the most responsive, responsible and best value Bidder, Timothy and Pamela Grubbs PT, Apopka, as they demonstrated high technical planning and excellent past performance as well as a great variety of products. The Contractor shall pay to the County a commission of 11% of gross receipts. Commissions will be paid on a monthly basis for the term of the agreement in effect for a period of three (3) years with three (3) additional renewable periods of one (1) year each.

Administrative Services/Support Services, Library & Leisure Services/Parks & Recreation and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Chairman to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the RFP documents.

B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: RFP-4230-04/GMG

BID TITLE: Concession Services Agreement for Seminole County Sylvan Lake Park

OPENING DATE: November 3, 2004 at 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	
	Fred's Franks 1118 Seafarer Lane Winter Springs, Florida 32708-6200 (407) 699-5359 – Phone (407) 696-5503 – Fax Fred J. Mannara	Timothy & Pamela Grubbs PT 1080 Welch Hill Cr. Apopka, Florida (407) 929-8853 – Phone (407) 875-8262 – Fax Timothy & Pamela Grubbs	
% OF COMMISSIONS OF GROSS RECEIPTS	15%	11%	
Menu Schedule with Prices	Yes	Yes	
Compliance with Public Records Law	Yes	Yes	
Bidder's Certification	Yes	Yes	
Conflict of Interest Statement	Yes	Yes	

Posted: 11/5/2004 Recommendation of Award: TBD

Note Award will be based on the Evaluation Criteria of the project as follows:

Technical Plan
-Understanding of the Scope of Services and proposed approach.
-Qualifications of the firm to provide required services, response time.
-Availability of equipment, and demonstrated experience to provide high quality food service efficiently.
-Selection – Variety of items, guaranteed fresh, local service/local company.

Price Proposal
-Expected financial return to Seminole County Government
- Ability to provide reasonable prices to the customer
-Menu Schedule

Past Performance
–Performance on prior contracts with similar scope

RFP-4230-04/GMG
Ranking of Proposals

CRITICAL EVALUATION CRITERIA

Timothy & Pamela Grubbs PT

Evaluation Member	Technical Plan	Price Proposal	Past Performance	**OVERALL RANKING**
Joe Gasparini	HA	A	HA	HA
Meloney Lung	HA	A	HA	HA
Steve Waring	A	A	A	A
Suzan Bunn	HA	A	HA	HA

Comments: -
Varied menu – appropriate for players, clear understanding of technical plan, prices seem reasonable and consistent with other concession items for softball events, has backup employees and necessary equipment, excellent past performance and service at Softball Complex ; dependable and reliable.

Fred's Franks

Evaluation Member	Technical Plan	Price Proposal	Past Performance	**OVERALL RANKING**
Joe Gasparini	A	M	U	U
Meloney Lung	A	A	A	A
Steve Waring	M	M	M	M
Suzan Bunn	M	M	M	M

Comments: Too generally stated, but indicates an understanding of what is needed; limited menu – prices are fair; poor attendance record at Red Bug Park; has demonstrated inconsistency in meeting obligations; County has received numerous complaints for not showing up to serve leagues.

Description: Highly Acceptable – Acceptable – Marginal – Unsatisfactory

Recommendation of Award: Timothy & Pamela Grubbs
BCC for Award: December 14, 2004

MOBILE UNIT CONCESSION OPERATIONS AGREEMENT (RFP-4230-04/GMG)
SYLVAN LAKE PARK - LEAGUE AND TOURNAMENT PLAY

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **P.T. ENTERPRISES,** whose address is 1080 Welch Hill Circle, Apopka, Florida 32712, hereinafter referred to as "CONCESSIONAIRE," and **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY owns and operates the Seminole County Sylvan Lake Park, located at 845 Lake Markham Road, Sanford, Florida; and

WHEREAS, the COUNTY desires to make food and beverages available at mobile units pursuant to the terms of this Agreement to the users and patrons of league and tournament play as scheduled at Sylvan Lake Park; and

WHEREAS, the CONCESSIONAIRE is competent to provide services under the terms of this Agreement including the preparation and sale of food and beverage products.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONCESSIONAIRE agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the CONCESSIONAIRE shall provide for the sale of food and beverages at the Seminole County Sylvan Lake Park. The CONCESSIONAIRE hereby agrees to perform the services as described in Exhibit "A," Scope of Services, attached herein.

SECTION 2. TERM. The term of this Agreement shall commence upon execution of the Agreement by the parties and shall be in effect for a period of three (3) years. At the sole option of the COUNTY, this Agreement may be renewed for three (3) additional periods of one (1) year. The COUNTY shall exercise its option to renew not later than thirty (30) calendar days proceeding the expiration date of this Agreement or subsequent renewal period.

SECTION 3. COMMISSION ON NET SALES.

(a) The CONCESSIONAIRE shall pay to the COUNTY a commission of eleven percent (11%) of gross sales for food and beverage services at Red Bug Lake Park for the entire term of this Agreement.

(b) Commission not paid by the due date shall bear interest at the rate of one and one-half percent (1½%) per month from the date due until paid.

(c) All commissions due the COUNTY under this Agreement, shall be paid monthly to the COUNTY on or before the fifteenth (15th) day of the calendar month succeeding the month for which the payment is applicable.

(d) In computing the commission due the COUNTY, the first monthly accounting period shall commence on the date the CONCESSIONAIRE opens for business and shall end at the close of business on the last day of the same calendar month.

SECTION 4. CONCESSION RIGHTS.

(a) Subject to the terms and conditions of this Agreement, the COUNTY grants CONCESSIONAIRE the exclusive right to provide food and beverage concessions at the location and facilities identified on the

attached Exhibit "A" during league and tournament play only. Concession rights specifically exclude coin-operated beverage and snack machines, the rights to which are retained by the COUNTY.

(b) COUNTY reserves the right for its patrons and employees to provide, prepare, and store food and beverages for their own use and consumption.

SECTION 5. MENU AND PRICING.

(a) The prices of each Concession Product are subject to the COUNTY's approval. The pricing of each item is to remain firm for the first term of this Agreement unless the CONCESSIONAIRE requests a price adjustment and the COUNTY approves the requested adjustment. Pricing will be consistent for all. No special discounts for specific groups will be allowed.

(b) Seasonal adjustments or other menu adjustments including price changes of a minor nature may be necessary during the term of this Agreement. All seasonal or minor menu adjustments must be approved by the COUNTY. In the event that the COUNTY exercises its option to renew this Agreement, the CONCESSIONAIRE shall update the Concession Product menu and prices to accurately reflect what is provided by the CONCESSIONAIRE.

(c) Concession Products shall be high quality in terms of food content and preparation. Samples of Concession Products shall be submitted to the Support Services Manager prior to sale.

SECTION 6. CONCESSIONAIRE RESPONSIBILITIES.

(a) CONCESSIONAIRE shall be responsible for obtaining all necessary permits and licenses.

(b) CONCESSIONAIRE shall be responsible for compliance with all requirements of federal, state and local laws, rules, and regulations related to the operation and sale of vending items.

(c) CONCESSIONAIRE shall be responsible for all damage to its equipment when the damage is caused by fire, flood, lighting or any cause beyond the control of the COUNTY.

(d) CONCESSIONAIRE shall prepare and affix signage, as approved by the COUNTY displaying the food items and pricing in plain view of patrons.

(e) CONCESSIONAIRE shall assure adequate staffing of all facilities with sufficient, suitable personnel and the personnel shall be the sole responsibility of the CONCESSIONAIRE.

(f) CONCESSIONAIRE shall assure that all personnel assigned to COUNTY facilities shall be courteous and properly attired at all times. CONCESSIONAIRE shall provide uniforms for its employees including, at a minimum, a shirt or blouse with nametag identification.

(g) CONCESSIONAIRE shall provide at its sole cost, paper products, including napkins, and straws, necessary to support the concession operation.

(h) CONCESSIONAIRE shall provide all necessary food service equipment and fixtures to support its concessions under the terms of this Agreement. Equipment and fixtures shall be adequate to respond to patron demand efficiently. The COUNTY shall provide no food service or storage equipment.

(i) CONCESSIONAIRE will be responsible for all equipment maintenance and repair, at his/her expense, as follows:

(1) Cleaning and polishing of the equipment so that the equipment is clean and presentable at all times.

(2) Routine maintenance - all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Emergency service to be provided as required.

(4) Compliance with Florida Statutes, Section 212.0515(3)(a)(1991) which requires a particular notice to be affixed to all vending machines is required.

(j) CONCESSIONAIRE shall participate in all aspects of the COUNTY's recycling program including source separation of waste and recyclables. CONCESSIONAIRE shall coordinate its recycling efforts with the COUNTY's Recycling Coordinator.

(k) CONCESSIONAIRE shall provide prompt, efficient and courteous service.

(l) The sale of Concession items shall be made from locations that are approved by the COUNTY.

(m) The public's right of use and enjoyment of County facilities shall not be infringed upon by any activity of CONCESSIONAIRE.

(n) CONCESSIONAIRE agrees to observe and comply with all rules and regulations adopted by the COUNTY with respect to use of County facilities.

(o) CONCESSIONAIRE shall employ sufficient, suitable personnel and such employees shall be the sole responsibility of CONCESSIONAIRE. Employees shall, at all times, reflect personal cleanliness.

(p) CONCESSIONAIRE shall obtain all licenses and permits as required by the state and local authorities and shall comply with all health, sanitary and other regulations and laws.

(q) CONCESSIONAIRE agrees to use recycled paper products whenever possible.

(r) CONCESSIONAIRE shall maintain all assigned areas in a clean, sanitary condition consistent with all pertinent health and sanitary codes and authorized health authorities.

(s) CONCESSIONAIRE shall maintain a high quality of food and beverage and the COUNTY reserves the right to determine whether a particular product complies with the above standards.

(t) Concession units are not to be on park grounds over night. Units are to be removed daily at the conclusion of each day of the event.

(u) Confirming scheduled event start times or cancellation will be the responsibility of the CONCESSIONAIRE. CONCESSIONAIRE may confirm with the Park Supervisor at Sylvan Lake Park within twenty-four (24) hours of the event at 407-322-6567.

(v) CONCESSIONAIRE may <u>not</u> advertise off site nor promote events.

(w) CONCESSIONAIRE shall maintain a fax machine and phone to communicate with Seminole County staff.

(x) CONCESSIONAIRE is not to give price breaks nor free products to COUNTY staff members.

(y) CONCESSIONAIRE shall not employ any permanent or temporary COUNTY employee.

SECTION 7. COUNTY RESPONSIBILITIES.

The COUNTY shall provide trash dumpsters at Sylvan Lake Park.

SECTION 8. REMOVAL OF CONCESSIONAIRE PERSONNEL. The CONCESSIONAIRE agrees, upon written direction by COUNTY setting forth just cause, to remove from service at COUNTY facilities, any of its employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. CONCESSIONAIRE shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

SECTION 9. POWERS RESERVED BY COUNTY. The COUNTY reserves, but is not limited to, the following powers:

(a) Final determination of the quality and retail prices of all concession items, realizing that adjustments in prices could effect menu prices.

(b) Final determination of all food items.

(c) Final determination of the design, layout and location of all physical improvements for the Concession activities and any future changes or modifications.

(d) The power to terminate this Agreement for acts of default by the CONCESSIONAIRE in accordance with Section 14 of this Agreement.

SECTION 10. FINANCIAL REPORTING AND ACCOUNTABILITY. The CONCESSIONAIRE shall maintain at all times accurate computerized accounting records on the operation of this concession. The form and substance of the accounting system shall be subject to the determination of the Support Services Manager and shall include, but not be limited to, the following:

(a) Complete separation of financial records for this Concession operation from those of any other of the CONCESSIONAIRE's enterprises or business activities at other than COUNTY locations.

(b) A complete financial system which conforms to generally accepted accounting principles and practices and includes annual line item budgeting for expenditure and revenue accounting, accounts segregating, and identifying assets, liabilities, and net worth.

(c) Documentation supporting all entries into the financial accounting system to include all expenditure invoices, payroll summaries and copies of payroll tax returns, revenue and bank deposit receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly.

(d) Complete inventory control records before and after each day's activities and an actual cash count of each day's sales receipts.

(e) Any other specific accounting information related to the Concessions operations which is determined by the COUNTY to be meaningful and necessary.

(f) CONCESSIONAIRE shall maintain, at its principal place of business, for a period of not less than five (5) years documentation for transactions relating to the computation of Gross Revenue and Net Sales. The COUNTY shall have the authority to make copies of all record for the purpose of verifying the accuracy of the CONCESSIONAIRE's financial obligations and payment to the COUNTY. It shall be the responsibility of the CONCESSIONAIRE to provide all information reasonably necessary for the audit at no expense to the COUNTY.

(g) Unless notice of dissatisfaction shall be served by the COUNTY the CONCESSIONAIRE within three (3) years after the receipt of any statement submitted by the CONCESSIONAIRE as herein provided, such statement shall be deemed final and binding upon the parties.

(h) All accounting records, documents, books, inventories, and other such related information shall be made available for COUNTY inspection at any time during the term of this Agreement. In addition to the right of inspection, the COUNTY shall have the right at any time to conduct a full audit of the CONCESSIONAIRE's records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of the CONCESSIONAIRE relative to performance of this Agreement. The County is responsible to pay for all audits conducted by the COUNTY or by the COUNTY's independent accounting firm. However, the CONCESSIONAIRE shall submit to COUNTY a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

(i) The CONCESSIONAIRE shall provide a financial operating statement by the fifteenth (15th) day of each month which details, on an accrual basis, all Gross Revenues, direct operating costs, and net profit resulting from the concessions operations for the preceding month. The CONCESSIONAIRE shall provide other financial reports on the Concessions operation as are determined necessary and appropriate by the COUNTY, including day by day statements including all payroll, product inventory in and out, and receipts, which shall be accomplished daily. The CONCESSIONAIRE shall provide a monthly report with

each payment request and a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

SECTION 11. INDEMNIFICATION. The CONCESSIONAIRE agrees to indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the CONCESSIONAIRE, its agents, servants, employees or other, or because of or due to the mere existence of this agreement between the parties

SECTION 12. INSURANCE.

(a) General. The CONCESSIONAIRE shall at the CONCESSIONAIRE's own cost, procure the insurance required under this Section.

(1) Before taking possession of the leased premises, the CONCESSIONAIRE shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer(s) evidencing the insurance required by this Section (Commercial Liability, Property Insurance, Business Automobile Insurance and Workers' Compensation). The Certificate of Insurance shall provide that the COUNTY shall be given not less than forty-five (45) days written notice prior to the cancellation, non-renewal or restriction of coverage. Throughout the term of this Agreement and any extensions thereof, the CONCESSIONAIRE shall provide the COUNTY with a renewal or replacement of insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, pursuant to the above, if required by the COUNTY, the CONCESSIONAIRE shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required

(3) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONCESSIONAIRE shall relieve the CONCESSIONAIRE of the CONCESSIONAIRE's full responsibility for liability, damages, and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Such companies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority, or shall fail to maintain the requisite Best's Rating and Financial Size Category, the CONCESSIONAIRE shall, as soon as the CONCESSIONAIRE has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by that insurer with a different insur-

ance company meeting the requirements noted above. Until such time as the CONCESSIONAIRE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONCESSIONAIRE shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONCESSIONAIRE, the CONCESSIONAIRE shall, at the CONCESSIONAIRE's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall commence prior to or concomitant with the Commencement of the Agreement and shall be maintained in force until the Agreement expires. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Commercial General Liability.

(A) The CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The minimum limits to be maintained by the CONCESSIONAIRE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be not less than the following amounts:

	LIMITS
General Aggregate	$Three (3) Times the Each Occurrence Limit

Personal & Advertising Injury Limit	$300,000.00
Products/Completed	$300,000.00
Each Occurrence Limit	$300,000.00

(C) Additional Insured - The Board of County Commissioners of Seminole County, Florida, its officials, officers, and employees are to be included as additional insureds.

(2) Property Insurance. CONCESSIONAIRE's insurance shall provide property insurance covering real property as follows:

(A) Special Form - Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 10, and CP 10 30.

(B) Amount of Insurance shall be one hundred percent (100%) of the insurable replacement cost value of the building and structures inclusive of improvements or betterments.

(C) Maximum Deductible - FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) each claim.

(D) Named Insured - The Board of County Commissioners of Seminole County, Florida must be included as a named inured.

(E) Flood Insurance - When building or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(3) Business Auto Policy.

(A) The CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE for those sources of liability which would be covered by

Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 02), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONCESSIONAIRE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONCESSIONAIRE shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONCESSIONAIRE shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(4) Workers' Compensation/Employer's Liability.

(A) CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum

limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

$1,000,000.00	(Each Accident)
$5,000,000.00	(Disease-Policy Limit)
$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(d) Coverage. The insurance provided by CONCESSIONAIRE pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY shall be excess of and not contributing with the insurance provided by or on behalf of the CONCESSIONAIRE.

(e) Provision. Commercial general Liability required by this Agreement shall be provided on an occurrence rather than a claims made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONCESSIONAIRE, nor that of its employees or agents of liability from any obligation under this Agreement.

SECTION 13. TERMINATION OF AGREEMENT FOR BREACH.

(a) Material Breach: Any actions by CONCESSIONAIRE or any failure by CONCESSIONAIRE to perform any obligation hereunder which directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of Sylvan Lake Park shall be a material breach and shall entitle the COUNTY to terminate this Agreement and all rights

arising hereunder upon fifteen (15) days written notice; provided that nothing herein shall preclude the COUNTY or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the CONCESSIONAIRE. The parties agree that the COUNTY shall retain the right, through its Support Services Manager to determine whether any action or failure of CONCESSIONAIRE constitutes a material breach hereunder, any such determination shall be conclusive and shall be binding upon the parties hereto for the purpose of terminating the Agreement in accordance with the foregoing. For the purposes of this Agreement, if the CONCESSIONAIRE fails to provide required services for either three (3) consecutive days or six (6) days total during a season when leagues or tournaments are conducted such failure shall be a material breach of this Agreement.

(b) Loss of Essential Licenses - Extraordinary Breach. The parties agree that the loss by CONCESSIONAIRE of any license or permit necessary to legal performance of its duties and obligations hereunder shall constitute an extraordinary breach of this Agreement and shall be grounds for immediate termination by the COUNTY. This provision shall apply specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection shall apply irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. The parties agree that the COUNTY shall retain the right to demand performance which is in all ways satisfactory to it and the Support Services Manager shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event CONCESSIONAIRE's performance hereunder is deemed un-

satisfactory, the COUNTY shall have the right to terminate this Agreement and all rights and obligations hereunder. Upon delivery of fifteen (15) day's written notice to the CONCESSIONAIRE, notice of termination under this subsection shall provide such additional time for termination, discontinuance of operations, and vacation of facilities as deemed appropriate by the Director.

(d) Insolvency. The parties agree that the COUNTY shall have the right to immediately terminate this Agreement if CONCESSIONAIRE shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the CONCESSIONAIRE under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of the CONCESSIONAIRE, or in the event that a receiver or trustee shall be appointed for the CONCESSIONAIRE or the interest of the CONCESSIONAIRE under this Agreement.

(e) Abandonment. In the event the CONCESSIONAIRE shall cease to operate the Concession awarded herein, or shall vacate or abandon the premises, with the exception of mobile units, or shall permit the same to remain vacant or unoccupied without the consent of the COUNTY, the COUNTY shall have the right to immediately terminate this Agreement.

(f) Termination Accounting. In the event of termination under this Section, each party shall have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties agree to submit to the jurisdic-

tion of the Courts of Seminole County, Florida, for such determination. The parties agree that in any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, the COUNTY shall be entitled to exclusive, free, and unobstructed use and possession of the Concessions areas, immediately after the period for termination notice as provided for above has passed.

SECTION 14. ADVERTISING. All permitted advertising by CONCESSIONAIRE, on site of the Concessions or CONCESSIONAIRE's services as it relates to this Agreement shall be approved by the Support Services Manager prior to use by CONCESSIONAIRE.

SECTION 15. UTILITY SERVICE. The COUNTY shall not provide water, electricity and sewer service to CONCESSIONAIRE's mobile unit.

SECTION 16. TAXES. The CONCESSIONAIRE shall pay any and all taxes or special assessments which may be levied or assessed upon the Concession leased hereunder. The CONCESSIONAIRE shall pay all taxes on its own personal property and leasehold. CONCESSIONAIRE shall be responsible for all sales taxes which may arise in connection with the operation of its business.

SECTION 17. TERMINATION FOR CONVENIENCE. Upon providing thirty (30) day advance written notice, the COUNTY may terminate this Agreement for convenience of the COUNTY.

SECTION 18. INSPECTION. The COUNTY shall have the right to inspect, as it deems necessary, any or all of the CONCESSIONAIRE's operations including plants or warehouses, and when accompanied by the CONCESSIONAIRE's representative, other sources preparing or supplying food, milk or beverage items, etc., to ensure full compliance with

health and sanitation standards. Based upon inspections, the COUNTY may reject any food, milk, or beverage items, etc., not conforming to health sanitation standards. Food handling and related personnel must meet standards of cleanliness and neatness which are acceptable to the Support Services Manager. All health and other regulations pertaining to food handling personnel shall be complied with.

SECTION 19. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement nor any interest arising herein, without the written consent of the other.

SECTION 20. SUBCONTRACTORS. CONCESSIONAIRE shall not enter into subcontracts for any of the services to be performed hereunder by him without the prior written consent of the COUNTY.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONCESSIONAIRE to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONCESSIONAIRE an employee of the COUNTY, and the CONCESSIONAIRE shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

SECTION 22. EMPLOYEE STATUS. Persons employed by the CONCESSIONAIRE in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 23. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreement sand negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 24. WAIVER OF BREACH OR DEFAULT. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR COUNTY

Library & Leisure Services/Parks & Recreation
264 W. North Street
Altamonte Springs, FL 32714

FOR CONCESSIONAIRE

P.T. Enterprises
1080 Welch Hill Circle
Apopka, FL 32712

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 26. AMENDMENTS. COUNTY or CONCESSIONAIRE may request amendments that would increase, decrease, change or clarify any of the

provisions of this Agreement. Such changes must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 27. EQUAL OPPORTUNITY EMPLOYMENT. CONCESSIONAIRE agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 28. PUBLIC RECORDS LAW. CONCESSIONAIRE acknowledges COUNTY's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONCESSIONAIRE acknowledges that COUNTY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 29. GOVERNING LAW. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates written below.

P.T. ENTERPRISES

_____
Witness

By:_____
TIM J. GRUBBS, Owner

_____
Witness

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

AC/lpk
12/1/04
rfp-4230

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Attachment:
Exhibit "A" - Scope of Services

Attachment A
Scope of Services

Mobile Unit Concessions-Seminole County Sylvan Lake Park

1. Mobile Unit Concessionaire will be required to service league and tournament play at Seminole County Sylvan Lake Park for leagues and tournaments as specified. Schedule will be provided quarterly by the Park and Recreations Division. Concessionaire shall be responsible for confirming the schedule by contacting the Park Supervisor at Sylvan within 24 hours of the event at 407-322-6567.

2. The Mobile Unit stand will be open for business thirty (30) minutes prior to starting game times, 6:30 PM, and will stay open until the last game finishes or 10:00 PM, whichever\ comes first. When scheduled to service an event, the concession stand will be open thirty (30) minutes prior to the start of the event.

3. Holidays are observed in accordance with the Seminole County official holiday calendar, unless any leagues or tournaments are scheduled at the Sylvan Lake Park. Seminole County holiday calendar is as follows:

   - New Year's Day
   - Martin Luther King Jr. Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Columbus Day
   - Veteran's Day
   - Thanksgiving Day and the day after
   - Christmas Day

4. Mobile Unit Concessionaire is responsible for submitting payment, along with documentation to include cash register records wherever feasible to Seminole County Government, Support Services Division, Attn: Angi Thompson, 200 West County Home Road, Sanford, FL 32773.

5. Quality of food is also essential. Mobile Unit Concessionaire will provide the best quality and brands of food items.

6. Mobile Unit Concessionaire shall not employ any permanent or temporary County member to provide service at any County location nor offer discounted prices to same.

7. Mobile Unit Concessionaire's point of contact with the County is the Parks & Recreation Manager at 407-788-0405.

Attachment A
Scope of Services

Mobile Unit Concessions-Seminole County Sylvan Lake Park

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SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING & CONTRACTS DIVISION**	**REQUEST FOR PROPOSALS** and Proposer Acknowledgment
Contact: Gloria M. Garcia, CPPB Senior Procurement Analyst 407-665-7123 ggarcia@seminolecountyfl.gov	**RFP-4230-04/GMG** **Mobile Unit Concession Services Agreement for Seminole County Sylvan Lake Park**
Proposal Due Date: **November 3, 2004** Proposal Due Time: **2:00 PM**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: TIM - PAM GRUBBS	Federal Employer ID Number or SS Number: 408 96 3437
Mailing Address: 1080 WELCH HILL CIRCLE	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: APOPKA FLORIDA 32712	
Type of Entity: *(Circle one)* Corporation Partnership (Proprietorship) Joint Venture	X Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number: 407-929-8853	Typed Name: TIM GRUBBS
Toll Free Telephone Number: (800) —	Title: OWNER
Fax Number: 801 780-4119	Date: 11-2-04

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Attachment D
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: P.T ENTERPRISES

Authorized representative (printed): Tim J. Grubbs

Authorized representative (signature): [signature]

Date: 11-2-04

Project Number: RFP-4230-04-GMG

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment C
Conflict of Interest Statement

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

Before me, the undersigned authority, personally appeared Jim Grubbs, who was duly sworn, deposes, and states:

1. I am the Owner of PT Enterprises with a local office in Apopka FL and principal office in Same.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as ***RFP-4230-04/GMG – Mobile Unit Concession Services for Seminole County Sylvan Lake Park***

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 2ND day of November, 2004.

Jim J Grubbs Typed
Name of Affiant

Owner
Title

Sworn to and subscribed before me this 2nd **day of** November, 2004.

Personally known ✓

OR Produced identification _____

_____
(Type of identification)

Notary Public - State of Florida

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

REBECCA J. MORRO
MY COMMISSION # DD 139251
EXPIRES: August 5, 2006
Bonded Thru Notary Public Underwriters

Attachment B
Proposer's Certification

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business PT Enterprises

By: _____
Signature

Tim J Grubbs, owner
Name & Title, Typed or Printed

1080 Welch Hill Circle
Mailing Address

Apopka Fl 32712
City, State, Zip Code

(407) 928-8853
Telephone Number

Sworn to and subscribed before me

This 2nd day of

November 2004

_____
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-
Produced Identification _____

Type: _____

REBECCA J. MORRO
MY COMMISSION # DD 139251
EXPIRES: August 5, 2006
Bonded Thru Notary Public Underwriters

Section 5
Price Proposal

PROJECT: **MOBILE UNIT CONCESSION SERVICES AGREEMENT FOR SEMINOLE COUNTY SYLVAN LAKE PARK**

CONTRACT NO. **RFP-4230-04/GMG**

Name of Proposer: Tim - Pam Grubbs

Mailing Address: 1080 Welch Hill Circle

Street Address: Same

City/State/Zip: Apopka

Phone Number: (407) 929-8853

FAX Number: (800) 780 4119

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, and local conditions affecting the performance of the Work, hereby proposes and agrees to perform the required services in strict conformity Contract Documents, including Addenda Nos. 911 through 911, on file at the Purchasing and Contracts Division.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

User Fee Payable:

User Fees:
User Fee paid to the County is to be based on a percentage of gross receipts from sales of mobile unit food and beverage products less any applicable state sales taxes. List the percentage in the following paragraph.

Mobile Unit Food & Beverage Sales:
For each and every month of the Agreement, the Contractor shall pay to the County a sum of money called User fee equal to Eleven percent (11 %) of Contractor's **gross receipts** from sales during each such calendar month or fractional calendar month from the mobile unit sales. For any additional fractional calendar month during the term, the Contractor shall pay the County a User fee computed as above based upon the gross receipts from sales during such fractional calendar month. The date the User fee is required will be determine after the Agreement is executed. The User Fee received after the agreed date shall

bear interest at the rate of 1-1/2% per month from the date due until paid. Checks are to be made payable to the Board of Seminole County Commissioners.

For each and every subsequent year, the User fee figure is subject to renegotiation and a mutual agreement of the parties under Contract. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the County, this Agreement may be terminated.

The Proposer shall include a Menu Schedule with cost associated with each item as part of the Price Proposal.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 2 day of Nov, 2004.

Tim Grubbs
(Name of PROPOSER)

(Signature of person signing FORM)

Tim J. Grubbs
(Printed name of person signing FORM)

Owner
(Title of person signing FORM)

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Letter of Transmittal

November 2, 2004

County Purchasing and Contracts Division
Seminole County
1101 E. 1st Street
Sanford, Florida32771

Dear Sir or Madam:

This Letter of Transmittal is to inform you that PT Enterprises, owned by Timothy and Pamela Grubbs, is submitting a proposal for RFP-4229-04/GMG for the purpose of obtaining the contract for the concessions at Red Bug Lake Park (Mobile Unit)

We understand all terms and conditions of the RFP.

Sincerely,

Timothy & Pamela Grubbs

Owners

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Letter of Transmittal

November 2, 2004

County Purchasing and Contracts Division
Seminole County
1101 E. 1st Street
Sanford, Florida32771

Dear Sir or Madam:

This Letter of Transmittal is to inform you that PT Enterprises, owned by Timothy and Pamela Grubbs, is submitting a proposal for RFP-4230-04/GMG for the purpose of obtaining the contract for the concessions at Sylvan Lake Park.

We understand all terms and conditions of the RFP.

Sincerely,

Timothy & Pamela Grubbs

Owners

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Current Workload

November 2, 2004

County Purchasing and Contracts Division
Seminole County
1101 E. 1st Street
Sanford, Florida32771

Dear Sir or Madam:

Our current workload at our present employment allows each of us either separately or together to be at the park no later than 5:30 p.m. each day and 30 to 45 minutes before game time on tournament weekends. We also have adequate additional employees that are available during these times so that there will not be any unserviced hours at the park. I will attach a graph / timetable for available employees.

Sincerely,

Timothy & Pamela Grubbs

Owners

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Corporate Information

November 2, 2004

Dear Sir or Madam:

This is to inform you that we are sole proprietors and not a corporation in Florida or any other state.

Sincerely,

Timothy and Pamela Grubbs
Owners

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Summary of Litigation

November 2, 2004

County Purchasing and Contracts Division
Seminole County
1101 E. 1st Street
Sanford, Florida32771

Dear Sir or Madam:

There has been no litigation during the time that we have had the contract with the county, (Seminole County Softball Complex) or for the past 5 years.

Sincerely,

Timothy & Pamela Grubbs

Owners

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

License Sanctions

November 2, 2004

County Purchasing and Contracts Division
Seminole County
1101 E. 1st Street
Sanford, Florida 32771

Dear Sir or Madam:

There have been no license or regulatory sanctions since we have had the contract.

Sincerely,

Timothy & Pamela Grubbs

Owners

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Past Performance

November 2, 2004

County Purchasing and Contracts Division
Seminole County
1101 E. 1st Street
Sanford, Florida 32771

Dear Sir or Madam:

The contract that we currently have with the County is the only concession that we have. The only experience that we can give is from the comments made by current customers of our business. We have had many compliments and positive comments from not only the regular players that we see on a daily basis, but from the out of town players and spectators that travel to the complex. I believe that we can not only operate Lake Sylvan Park, but operate it as well as the other concession at Seminole County Softball Complex. We will operate this park with a concession trailer that has the capability of serving drinks, chips, and will be able to sell hot dogs and burgers. We will be able to expand our menu as we proceed.

Sincerely,

Timothy & Pamela Grubbs

Owners

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Technical Plan – Sylvan Lake Park

A.

Our normal work routine is to arrive at the park between 40 minutes to 1 hour before games begin, prepare food, get the stand ready for business and take care of any last minute items that need to be finished. During the course of the season, we usually know after the 1st or 2nd week how many people it takes to run the stand on a daily basis. We both, Pam and I, are there for these weeks, and then adjust our schedule accordingly after this time frame.

We also have backup employees in the event that one or both of us cannot be at the park.

During the time at the park, besides serving customers, we check for items that need to be replenished and also items to be ordered from outside vendors, such as Pepsi. or Coca Cola.

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Technical Plan – Sylvan Lake Park

B.

We have demonstrated over the past 2 years that we been able to service all events that have asked for our services. We have been attentive to the needs of the customers, and also to the needs of the people running the tournaments.

Our payments are made to the county either by mail or delivered in person to the office on West County Home Road.

We do no advertising except for the beverages that we sell, and this is done with the banners being on the inside of the concession stand.

We only grill on the outside with an electric grill, as we are not allowed to grill with a gas grill, as per the state.

All of our employees have either been known by ourselves or are family, and are expected to maintain themselves in a professional manner, not only in service, but in personal hygiene.

We take pride in the fact that we keep the concession stand very clean and neat, and our food inspection reports indicate this fact.

We only purchase food from vendors that carry quality products, and on occasion have discontinued items that were not of good quality.

We clean not only the inside of the stand, but also sweep the front of the building, and hose around the area when it is dirty.

Our goal is to provide fast, friendly service with good products.

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Technical Plan- Sylvan Lake Park

c.

We are able to provide the service and food that is required by giving good customer service, good food, staying in communications with the complex, and maintaining good relationships with the customers and employees at the park. We are open to any suggestions that customers have, and have added different menu items for customers as they ask for them, and keep them if they are in high demand.

We have also purchased items that people have asked for when we have specific tournaments. We do our best to cater to the customers needs.

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Technical Plan – Sylvan Lake Park

D.

Our list of equipment includes:

1. Free Standing Concession Trailer
2. Barrels for cold drinks.
3. Small Refrigerator.
4. Gas grill
5. 1 Sanyo cash register.
6. 2 Ice tubs on rollers for drinks.
7. Misc. serving and prep utensils.

SEMINOLE COUNTY SOFTBALL CONCESSION MENU

MENU ITEM	COST
GATORADE	$ 1.50
WATER - SMALL	$ 1.00
WATER - LARGE	$ 1.50
SOFT DRINK - 16OZ.	$ 1.00
SOFT DRINK - 22OZ.	$ 1.50
SOFT DRINK - 32OZ.	$ 2.00
SNO CONES	$ 1.50
HOT DOGS - SMALL	$ 1.25
HOT DOGS - 1/4 LB.	$ 2.00
POLISH SAUSAGE- 1/4 LB.	$ 2.25
HAMBURGERS - 1/4 LB.	$ 2.00
CHEESEBURBERS - 1/4 LB.	$ 2.25
BAR-B-Q SANDWICHES*	$ 2.25
CORN DOGS	$ 1.50
CHICKEN SANDWICHES *	$ 2.50
NACHOS	$ 1.75
SINGLE SERVE PIZZA	$ 2.50
HOT PRETZELS	$ 1.50
POPCORN	$ 1.00
DO-NUTS	$ 0.75
BANANAS	$ 0.50
CANDY	25 - 1.25
ICE CREAM	$ 1.00
COOKIES	$ 0.50
CRACKER JACK	$ 0.50
CRACKERS	$ 0.50
CHIPS	$ 0.75
CHILI, KRAUT, CHEESE (EXTRA FOR DOGS, NACHOS)	$ 0.25 EACH
*CHICKEN SANDWICHES ONLY AS SPECIAL ITEM	
FOR TOURNAMENTS THAT REQUEST IT.	

1080 Welch Hill Circle
Apopka, Florida 32712

P T Enterprises

Summary of Litigation

November 2, 2004

County Purchasing and Contracts Division
Seminole County
1101 E. 1st Street
Sanford, Florida32771

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Sincerely,

Timothy & Pamela Grubbs

Owners