



CONTRACT NO. 22-703L

For

Mobile Concession Stand Services at Various Lake County Parks

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **MLC Enterprises, LLC dba Kona Ice of SW Lake County** (hereinafter "Contractor") to supply **Mobile Concession Stand Services at Various Lake County Parks** to the County pursuant to County Bid number Q2022-00005 with any included addenda (hereinafter "Bid"), with an opening date of 7/29/2022, and Contractor's Bid response dated 4/17/2023, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: Exhibit A – Scope of Work, Attachment 2 – Menu Items, Hold Harmless Agreement, RFQ Q2022-00005-1

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 4/17/2024 through 1/27/2026, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Gretchen Bechtel, CPPB*

Contracting Officer 99

Date: 4/18/2024

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

**SCOPE OF SERVICES
MOBILE CONCESSIONS FOR VARIOUS LAKE COUNTY PARKS**

RFQ

1. SCOPE OF SERVICES

Contractor shall provide the operation of mobile food concessions at various Lake County Parks. Mobile food concessions must be open during scheduled events while the park is open (Monday – Sunday 6:30 AM through 9:00 PM).

Awarded Contractors will be provided with a one (1) year contract with an option to renew for two (2) additional two (2) year terms. This is an indefinite quantity contract with no guarantee use of services. The County reserves the right to award services in combination to meet the needs of the County as it determines.

2. CONTRACTOR'S RESPONSIBILITIES

- 2.1. The Contractor shall provide a completely self-contained mobile concession establishment.
- 2.2. The Contractor shall provide all equipment, dishes, furniture, utensils and supplies necessary for the proper operation of the business for which the concession is granted.
- 2.3. The Contractor shall pay all Florida sales tax and taxes of nature or accruing upon and assessed against the operation of the concession herein granted.
- 2.4. The Contractor shall not without written consent of the County, sublet, assign, hypothecate, or mortgage this concession agreement or any rights thereunder.
- 2.5. The Contractor shall comply with all statutes and ordinances of the State of Florida, Lake County, and The Department of Parks and Trails rules.
- 2.6. The Contractor shall at no time, under no circumstances, be allowed to market and sell products with Lake County logo or likeness for any purpose.
- 2.7. The Contractor and their employees shall use every measure to protect the site from all damages. The Contractor shall be responsible for damage caused to buildings and grounds.
- 2.8. The Contractor shall at no time, under no circumstances, be allowed to reside or camp in the designated area(s).
- 2.9. The Contractor shall at no time promote the feeding of indigenous wildlife nor sell any products of any kind for such a purpose.
- 2.10. THE CONTRACTOR SHALL AT NO TIME SELL OR DISPENSE ALCHOLIC BEVERAGES, TOBACCO PRODUCTS, PRODUCTS WITH CBD, OR ANY OTHER ITEM THAT IS NOT APPROVED IN ADVANCE BY THE COUNTY.

3. COUNTY RESPONSIBILITIES

- 3.1. The County reserves the right to reject any and all bids and to accept any bid in whole or in part as best suited in the interest of the County, giving due consideration to price, quality, product, or service and proven dependability and ability of the Contractor.
- 3.2. The County reserves the right to waive and/or accept any minor deviations from specifications if, in the opinion, such waiver will be in the best interest of the county and that such waiver shall not affect in any way the standards of performance, operations, capacities or quality of the service offered.

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RFQ

3.3. County will not be responsible for any damages or losses of property caused by vandalism or any other reason.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. The Contractor shall provide service at the concession area so that the needs of the public will be adequately serviced during scheduled events.

4.2. The designated area shall be limited to the proposed concession area as stipulated.

4.3. The Contractor shall keep and maintain the concession area and the adjoining areas within thirty (30) feet in a clean and sanitary manner on a regular basis.

5. MENU PRICING AND FOOD QUALITY

5.1. The Contractor must submit menu prices to the Director of Parks and Recreation for approval.

5.2. The Contractor shall be willing to experiment with various menus to determine what works best in each venue.

5.3. The Contractor shall provide only the highest quality of food and drinks to be sold. Failure to meet requirements may lead to removal from the event and no refunds will be provided.

5.4. A supply of food, drinks, and other items offered in the operation of the concession shall always be kept on hand.

5.5. The prices charged for services, food and drinks shall be reasonable and shall not be in excess of the prices prevailing elsewhere for the same kind and quality.

6. METHOD OF PAYMENT

6.1. The Contractor shall pay the County a fee of twenty dollars (\$20.00) per event.

6.2. The Contractor shall provide payment via check or money order to the Lake County Board of County Commissioners, Office of Parks and Trails, P.O. Box 3800, Tavares, FL 32778 or to the Chief Maintenance Supervisor or designated staff on duty at the time of the event. Event details must be provided with payment.

6.3. Failure to submit payment in the prescribed manner will delay access to the park.

7. MOBILE FOOD ESTABLISHMENTS (MFEs)

7.1. The mobile food establishment shall be decorated in a manner that is aesthetically complimentary to the occupied site.

7.2. The Contractor shall display mobile food establishment signs and menu boards visible to the public and only during the hours that the concession is open for business.

7.3. The Contractor shall ensure that grease and abrasives will not be disposed of on County owned property except in designated garbage dumpsters.

8. SERVICE AND EMPLOYEE STANDARDS

8.1. The Contractor shall recruit, train, and ensure a staff fully responsible for all operations is on-site for scheduled leagues, special events, and tournaments deemed by the County.

SCOPE OF SERVICES
MOBILE CONCESSIONS FOR VARIOUS LAKE COUNTY PARKS

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- 8.2.** The Contractor shall provide staff that is well-groomed and wear appropriate clothing demonstrating the Contractor's logo.
- 8.3.** The Contractor shall provide service that is courteous, friendly and shall offer concessions to all person without discrimination to race, color, or creed.

[The remainder of this page intentionally left blank]

<i>Type Your Firm's Name Here</i>
SAVE AND SUBMIT AS AN EXCEL FILE

In order to ensure a variety of food offerings, and reduce duplication, VENDORS MAY SELL UP TO TEN (10) MENU ITEMS AND NOT MORE. Drinks will be considered a category rather than an item, if chosen to sell drinks the whole variety of them will only count as one of the ten (10) menu items. Additional spaces have been provided for additional food options if one or more items have been denied.

ITEM #	MENU ITEM DESCRIPTION	SERVING SIZE	PRICE PER ITEM
1	Klassic cup	12 ozs	\$4
2	king cup	16 ozs	\$5
3	Color Changing cup	16 ozs	\$6
4	Kawabunga Cup	20 ozs	\$6
5	Color Changing Spoon	-	\$1
6	Wristband	-	\$1
7	Flower lei	-	\$1
8	Sour Shot / Topz Sour flavor	-	\$1
9			
10			

List additional food options the mobile food establishment can provide if one or more food items listed above is denied.

ITEM #	MENU ITEM DESCRIPTION	SERVING SIZE	PRICE PER ITEM
1			
2			
3			
4			



RFQ No: **Q2022-00005-1**
 Due Date: 8/31/2021 at 3 p.m.
Pre-Proposal Not Applicable
Conference:

**REQUEST
 FOR
 QUOTATION
 (RFQ)**

Commodity Code(s):
 943-00, 390-00, 991-340

- Open Market Existing Contract
 Original Modified

For questions regarding the commodities/services listed in this quote, or for information regarding terms and conditions, contact:

Name: Gretchen Bechtel
 Phone: (352) 343-9765
 Email: gbechtel@lakecountyfl.gov

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and conditions governing this quotation are attached hereto. Insurance requirements, if applicable, are also attached hereto as part of this document. As this price request constitutes an inquiry, and not an order, it implies no obligation to purchase on the part of Lake County.

Mobile Concession Stand Services at Various Lake County Parks

All prices submitted are to be on the form below in accordance with all terms and conditions set forth in this Request for Quotation. Prices quoted should be in unit of measure shown. Any award resulting from this RFQ will be made to the responsive, responsible vendor which offers the lowest price on an **item** basis. If award is noted to be made on an aggregate basis, any vendor response that fails to include pricing for all items may be rejected.

Prices shall be quoted F.O.B. Destination – inside delivery, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Work must be completed within **7 days** after issuance of purchase order or notice to proceed.

Supporting Documents

Below are supporting documents that have been added to this RFQ. Please be sure to review these documents prior to responding to this RFQ.

- [Request for Quotations Terms and Conditions](#)
- [Example COI](#)
- [Hold Harmless](#)
- [Menu & Pricing](#)
- [Scope of Services](#)

Description	Details	Quantity	Unit of Measure	Unit Price	Extended Price
East Lake Sports & Community Complex	Twenty dollars (\$20.00) per event.	1	Each	\$ _____	\$ _____
Lake Idamere Park	Twenty dollars (\$20.00) per event.	1	Each	\$ _____	\$ _____

North Lake Regional Park

Twenty dollars
(\$20.00) per event.

1

Each

\$ _____

\$ _____

Total Price: _____

Specifications and/or Special Conditions

The Contractor shall furnish all labor, materials, tools, transportation, and equipment necessary to provide food concession services per the attached Scope of Services. The Contractor shall submit a sample menu to be reviewed and approved by the Office of Parks and Trails.

Payment shall be twenty dollars (\$20) per event and must be made prior to the anticipated event date.

Checks shall be made to the Board of County Commissioners and provided to:

The Office of Parks and Trails

P.O. Box 3800

2401 Woodlea Rd

Tavares, FL 32778

Awarded Contractors will be provided with a one (1) year contract with an option to renew for two (2) additional two (2) year terms. This is an indefinite quantity contract with no guarantee use of services. The County reserves the right to award services in combination to meet the needs of the County as it determines.

Ship and Bill To:

The Office of Parks & Trails
 2401 Woodlea Rd
 Tavares, FL 32778-7800

Certain insurance requirements apply to any purchase in response to this RFQ: Yes

If "yes" is specified above, the specific requirements are described within this RFQ. The vendor selected for award must provide a Certificate of Insurance that clearly complies with the stated insurance requirements prior to issuance of any purchase order. Failure to do so within the requested timeframe (five (5) working days under otherwise noted) may be cause for rejection of that vendor's response.

I acknowledge and agree to abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination - Inside Delivery.

Company Name	MLC Enterprises LLC dba Kona Ice of SW Lake County	Signature	
Address	205 Blue Cypress Drive Groveland, FL 34736	Name/Title	Diondra Newton, Co-Owner
Phone	352.247.2019	Fax	
Email	jnewton@kona-ice.com	FEIN No	36 - 4958830 Date:

Prompt payment discount: _____% if paid within _____ days.

Reciprocal Vendor Preference

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code

Primary Business Location: City: _____ State: _____

Does this business maintain a significant physical location in Lake County at which employees are located and business is regularly transacted? _____Yes _____No

If "yes", provide supporting detail:

Insurance Requirements

Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five (5) working days of such request. It must be received and accepted by the County prior to Contract execution and before any work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates of insurance to the County at the Certificate Holder address evidencing conformance with the Contract requirements at all times throughout the term of the Contract.

Such policies of insurance, and confirming certificates of insurance, must insure the Contractor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement to not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	none
Garage Keepers Liability at coverage value:	none

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies.

The certificates of insurance, must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the Contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation at time of Contract. Contracts cannot be

completed without this required insurance documentation. **(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).**

Certificates of Insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of Insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Contractor will be responsible for subcontractors and subcontractors' Insurance. Subcontractors must provide certificates of Insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Contractor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of Contract and may result in termination of the Contract for default.

Neither approval by the County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any Contract arising from this solicitation.

HOLD HARMLESS AGREEMENT

Contract #: 22-703 Agreement: MobileFoodConcessions

I, the undersigned, am the owner, president, managing member, or officer of Kona Ice of SW Lake County (print business/company name), which is a business entity operating in the State of Florida ("business") and I am authorized to sign this document.

I acknowledge and understand that an employer must compensate and/or provide benefit to employees under and pursuant to Chapter 440, Florida Statutes, as amended. I or the above-named business entity employs fewer than four (4) employees, all of whom are listed below including myself, and I certify that such business is exempt from the statutory requirements for workers' compensation, including any requirement of the law to provide workers' compensation insurance for employees. I agree to provide Lake County with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work or provide services under the Agreement with Lake County. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement and any other Agreement for goods or service entered into between the business and Lake County, Florida (may be referenced above, "Agreement"). All signed waivers and releases shall be furnished before the commencement of any work or service by an employee or the undersigned to the County Project Manager or designated county representative.

On behalf of myself, the business, and the employees listed below, I agree to waive and release any and all workers' compensation claims or liens against Lake County and its commissioners, agents, managers, and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of Lake County or its commissioners, agents, officials, employees or subcontractors.

On my behalf of myself and the business, I agree to indemnify and hold Lake County, Florida and its commissioners, agents, managers, and employees harmless against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with Lake County, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of Lake County or its employees, agents, or subcontractors. I or the above-named business further agree to relieve Lake County from any charges of attorneys' fees, costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against Lake County in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not, nor should it be construed as, a waiver of sovereign immunity of Lake County under Section 768.28, Florida Statutes.

(SIGNATURE PAGE TO FOLLOW)

HOLD HARMLESS AGREEMENT

Contract #: _____ Agreement: _____

By: [Signature]

Printed Name: Diandra Newton

STATE OF Florida

COUNTY OF Lake

Sworn to and subscribed before me this 17 day of April, 2024 by Diandra Newton, who (s)are personally known to me or who has/have produced DL as identification.

NOTARY PUBLIC

Margaret L Woodard

Print name: Margaret L Woodard

Commission No.: _____

Commission Expires: _____



MARGARET L. WOODARD
Notary Public
State of Florida
Comm# HH321823
Expires 10/20/2026

(Seal)

Owner: Diandra Newton (print name) [Signature] (signature)

Employee 1: Amanda Locusan (print name) _____ (signature)

Employee 2: Corey Woodard (print name) _____ (signature)

owner John Newton (print name) _____ (signature)