



**CITY OF PANAMA CITY BEACH  
REQUEST FOR PROPOSALS**

**PCB22-25 RFP FRANK BROWN PARK BASEBALL CONCESSIONS**

Issued By:

City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, Florida 32413  
(850) 233-5100  
Website: <http://www.pcbfl.gov>

Date of Issue: January 12, 2022

Responses Due: January 27, 2022

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## SECTION 1 - NOTICE TO PROPOSERS

### CITY OF PANAMA CITY BEACH, FLORIDA PCB22-25 RFP FRANK BROWN PARK BASEBALL CONCESSIONS

The City Council of the City of Panama City Beach is requesting sealed proposals from qualified proposes to provide Frank Brown Park Baseball Concessions to the City of Panama City Beach.

All Proposals must be received no later than Thursday, January 27, 2022, at 2:00 PM CDT at which time all Proposals will be publicly opened and read.

The Request for Proposal documents may be found at the City of Panama City Beach website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and the DemandStar website at [www.demandstar.com](http://www.demandstar.com).

- Electronic Proposals will only be accepted when submitted through the DemandStar's Proposal portal. Emailed submissions will not be accepted.
- Alternatively, one (1) unbound original, three (3) complete copies along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Proposal submitted on paper must identify and **clearly mark** the Proposal # **PCB22-25 RFP FRANK BROWN PARK BASEBALL CONCESSIONS** on the package. Receipt of a Proposal by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

**Note: Any Proposer failing to mark the outside of the envelope, as set forth herein may not be entitled to have their proposal considered.**

All paper Proposals shall be sealed and delivered or mailed to: **City of Panama City Beach City Hall, ATTN: Purchasing Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.**

Any and all questions regarding the proposal documents shall be directed to City of Panama City Beach Purchasing Manager: Tina Kunst, Phone: 850-233-5100, ext. 2332 or email: [Purchasing@pcbfl.gov](mailto:Purchasing@pcbfl.gov). Contact with any other City official or City employee for the purpose of inquiries regarding this proposal or the meaning or interpretation of these specifications shall be grounds for disqualification.

The City reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFQ documents, to obtain new RFPs, to postpone the opening of RFPs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFQ and proceed by whatever appropriate means it may elect. Each Request for Proposals shall be valid to the City for a period of ninety (90) days after opening.

The City of Panama City Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Lynne Fasone, at 850-233-5100 or e-mail at [CityClerk@pcbfl.gov](mailto:CityClerk@pcbfl.gov) to make a request.

## SECTION 2 – GENERAL INFORMATION

**A. INTRODUCTION:** The City of Panama City Beach is seeking competitive proposals from reliable and qualified individual and/or a company to enter into an agreement to provide concessions for two (2) baseball concession areas (North Complex and Middle Grounds) at the Frank Brown Park Sports Complex.

The successful Proposer shall provide food and beverage concession services to baseball teams and visitors of the Frank Brown Sports Complex during all course operating hours. The City anticipates entering into a written Agreement with the successful proposer to operate the baseballs food concessions areas.

A non-mandatory Job Walk will be held on Tuesday, January 18<sup>th</sup>, 2020 beginning at 11:30 AM CDT. The location will be at the Middle Grounds Concession Stand at Frank Brown Park.

**B. BACKGROUND:** The City’s Frank Brown Park is home to a world-class baseball and softball facility containing 9 full size baseball fields and supporting facilities (the “Baseball Complex”). Frank Brown Park’s Baseball Complex contains two permanent concessions facilities in the center of the park’s Baseball Complex (the “Baseball Concessions Facilities”). The Baseball Concession Facilities contain equipment sufficient for the preparation and sale of hot and cold food items and beverages. Frank Brown Park hosts multiple baseball and softball tournaments throughout the year. During the 2021 season, Frank Brown Park hosted 25 major baseball and softball tournaments along with the various local leagues. The City anticipates tournament demand and concession revenues to increase considerably in the 2022 season as there has been approximately a 40% increase visitors year-to-year.

Additionally, the City is providing a 2021 analysis of all items sold, generated revenues, and included concessions equipment. The City believes that 2022 can easily outpace 2021 revenue through the diligent operation of the Baseball Concessions Facilities.

- **Exhibit A** – FY2021 Revenue Sales by Item
- **Exhibit B** – Illustration of Concessions
- **Exhibit C** – Equipment Inventory
- **Exhibit D** – Concession Agreement
- **Exhibit E** - Insurance

**C. RFP Calendar**

Description	Date/Time
Advertise RFP	January 12, 2022
RFP Job walk (non-mandatory)	January 18, 2022 at 11:30 AM (CDT)
Deadline for Proposers to submit written questions or seek clarification of the specifications	The City will accept questions until 4:00 PM (CST), January 21, 2022. Responses will be issued as addenda and published on the City’s website.
Proposal Submission Deadline	Thursday, January 27, 2022, at 2:00 PM (CDT)
Estimated Committee Review and Selection	January 28, 2022
City Council review and action	February 10, 2022
Estimated Notice of Award Date	February 10, 2022

### **SECTION 3 – TERMS AND CONDITIONS**

AGREEMENT REQUIRED. The City and the successful proposer(s) shall enter into an Agreement for Services that will include, but not be limited to and may be superseded by such Agreement, the following terms and conditions.

**A. ADDENDUM AND AMENDMENTS TO INVITATION FOR PROPOSAL:**

If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Purchasing Manager will furnish the revision by written Addendum through the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and DemandStar's web portal at [www.DemandStar.com](http://www.DemandStar.com). Proposers are solely responsible to ensure they have received all addenda(s) before submitting their Proposal.

**B. ADDITIONAL TERMS & CONDITIONS:** The City reserves the right to:

1. Accept or reject any and all Proposals, whole or in part.
2. Conduct investigations of the qualifications of the Proposers as deemed appropriate.
3. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
4. Reject all submitted Proposals and provide for the request of additional Proposals whenever it finds that the Proposals submitted are not responsive to the request for Proposals, that the Proposal are not responsible.
5. Waive any technicalities or informalities.
6. Award a contract deemed to be in the best interest of the City.
7. Retain all Proposals and to use any ideas in a Proposal regardless of whether that Proposal selected.

**C. ASSIGNMENT.** The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

**D. TIME IS OF THE ESSENCE.** A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the City.

**E. ANTI-DISCRIMINATION:** The Proposer certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**F. TERMINATION FOR DEFAULT.** Proposers will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract. The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

**G. PUBLIC RECORDS**

Certain exemptions to the public records law are statutorily provided for in Section 119.07,

Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Proposals or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Proposal or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Proposal, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Proposals, Proposals or replies

The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records law. Specifically, the Proposer shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Proposer to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the Proposer has questions regarding the application of Chapter 119 Florida Statutes, to the Proposer' duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or [CityClerk@pcbfl.gov](mailto:CityClerk@pcbfl.gov).**

- H. EXECUTION OF AGREEMENT. Within fifteen (15) calendar days after notification of award, the successful proposer will execute the Concession Agreement and simultaneously provide any required insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
- I. RIGHT TO AUDIT RECORDS The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
- J. FISCAL YEAR FUNDING APPROPRIATION SPECIFIED PERIOD. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
- K. PROPOSER'S CERTIFICATION FORM Each proposer shall complete the "Proposer's Certification" form included with this request for proposal and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.
- L. PUBLIC ENTITY CRIMES FORM A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.
- M. PAYMENT
1. PROPER PAYMENT. For purposes of payment procedures, a "proper payment" made by a contractor, vendor or other party shall include at least the following information:
    - a) The amount paid;  
A description, including month the payment applies to and the percentage of annual payment for the services provided;
    - b) The full name of the vendor, contractor or other party who is supplying the services including a mailing address in case of an issue and a mailing address for receipt purposes (if they are different) and a telephone number;
    - c) Identification by office, division, or department of to whom the goods or services

were delivered or provided;

2. DELIVERY OF PAYMENT. All payments shall be delivered to City of Panama City Beach City Hall, Parks and Recreation Department, 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413.

N. DRUG-FREE WORKPLACE CERTIFICATION

By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

O. CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Proposers must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

P. E-VERIFY

The awarded Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-Proposers to provide an affidavit attesting that the sub-Proposer does not employ, contract with, or subcontract with, an unauthorized alien. The Proposer shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Proposer knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Proposer, the Proposer may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

Q. NON-COLLUSION

The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. Proposer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

R. AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, (850) 233-5100, at least seven (7) days before the date on which the accommodation is requested.

S. INSURANCE AND INDEMNIFICATION



Proposer shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "E".

1. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Tina Kunst, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
2. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.
3. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

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## **SECTION 4 - SCOPE OF SERVICES**

1. The Contractor may prepare, serve, and sell hot and cold food and beverage items subject to the terms and conditions in this Scope of Services as well as the attached Concession Agreement. Prior to beginning operations, Contractor must provide a detailed list of all items to be sold and the respective pricing will be submitted by the contractor to the Director of Parks and Recreation. The Director of Parks and Recreation must approve menu changes. During all hours of operation, Contractor must provide at least two hot food items.
2. Contractor shall not serve customers any items contained in a glass bottles, glass cups or glass bowls.
3. Menus must be displayed in the Display Boards provided on the walls of the buildings. Laminated handout menus may be provided and kept in an orderly manner at the concession window. All menus should list all items available for sale and should not include any items unavailable on any given day. Menus should be clearly legible and include prices for all items.
4. Contractor is authorized to display signs advertising the concession at designated areas with the prior approval from the Parks and Recreation Director.
5. A grease trap will be required if the awarded Contractor elects to use deep fryers and or a grill.
6. All food and beverage service must be over the counter from the Baseball Field Concession Facilities. Delivery service or mobile vending is strictly prohibited.
7. Alcoholic beverages are strictly prohibited.
8. Contractor shall be responsible for acquisition, maintenance and replacement of all inventory and equipment not included in Exhibit B.
9. Contractor shall be responsible for maintaining clean, orderly and inviting conditions throughout the Baseball Concession Facilities and surrounding service area at all times.
10. Contractor shall not assign, transfer or sublet any part of their contract.
11. City shall be responsible for repairs and maintenance of buildings and grounds with the exception of any damage due to the contractor's negligence.
12. City shall furnish all electric, water and sewage treatment necessary for the ordinary and usual operation of the concession stand.
13. It is the responsibility of the Contractor to ensure all employees have passed a background check up to and including crimes against children.
14. Contractor understands that the rights granted by this award are non-exclusive and that members of the public are permitted to bring food and drink to Frank Brown Park.
15. Contractor shall have ice and zip lock plastic bags on hand at all times for injuries which may occur in the facility for anyone who may need it.

16. Contractor must provide hours of operation and be open based upon the schedule of events/games provided to the contractor by staff.
17. Concession Facilities must be open for service (30) minutes before the start time of the first scheduled game and remain open for service until (10) minutes after the end of the final game scheduled for that day.
18. If the Contractor is requesting to only have one concession stand open for certain game days, a written request to the Director of Parks and Recreation will need to be received by a minimum of 72 hours prior to event scheduled. The Director will then either approve or deny request within 24 hours after written request being received.
19. During any rain/weather delays, the Concession Facilities will remain open. Only during an official rain/weather cancellation are the concession stands allowed to close. Parks and Recreation Director or representative will confirm any delays or cancellations.
20. The City has an Exclusive Beverage Pouring Rights Agreement with Buffalo Rock Enterprises Frank Brown Park Sports Complex for the year of 2022, 2023 and 2024. Contractor is obligated to purchase all beverages products (including fountain beverage ingredients) from Buffalo Rock Enterprises. A copy of the Beverage Rights Pouring Agreement is available upon request.
21. Concession employees should maintain a clean appearance and wear a uniform shirt provided by Contractor. Concession employees must be professional, friendly and courteous to all visitors and City employees. The contractor or its employees are not permitted to smoke on Frank Brown Park property.
22. Contractor is permitted to utilize one (1) Contractor owned golf cart during the duration of the contract. The Golf Cart may be stored in the gravel parking area in the Park Shop Yard with prior written approval from the Parks and Recreation Director. However, this location does not have any shelter and the City is not responsible or liable for any damages that may occur while it is parked in this area.
23. Contractor understands there are no delivery trucks or vehicles allowed into the concession area facilities for a period of (1) one hour before the first scheduled game.
24. The minimum age of workers is 14 and no one without a driver's license will be permitted to use a Golf Cart on City Property.
25. The Safe provided in each Concession Stand is for the Contractor's use. Parks and Recreation staff will provide the directions to change the combination. After Contract has ended the Contractor will open the safes and provide a combination to the Parks and Recreation staff allowing them to change the combinations. Please note the batteries need to be changed often and it is the responsibility of the Contractor.
26. Four keys to the Stands will be checked out to Contractor, and shall be returned to the City upon termination of this Agreement. Contractor will be charged \$250 for each replacement key.
27. City reserves the right to enter the Stands at any time for the purpose of inspection of equipment, insect control, fire prevention inspection, or similar purposes.

**QUALIFICATIONS REQUIRED:** Proposers to this RFP shall have the following qualifications:

1. Must have a current and active business license and in good standing with the State of Florida.
2. Must provide a complete proposal with all the required executed documents.
3. Proposers must be knowledgeable and experienced with public food sales and handling.

## **TERMS**

1. The successful Contractor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
2. The initial contract period for the successful Proposers will be for a 2-year period. The agreement may be renewed for two (2) additional one-year terms upon satisfactory performance by the Contractor.
3. If the renewal option is agreed upon, the contractor will still vacate the facilities from December 1<sup>st</sup> through December 31<sup>st</sup> to allow for maintenance and inspection of the Baseball Concession Facilities.
4. A **Cleaning and Repair Deposit** will be collected from the successful Contractor on the day agreement is accepted and prior to Contractor's beginning operation. The Cleaning/Repair Deposit is **\$5,000.00**.
5. The City reserves the right to terminate the contract for convenience or for cause by giving a thirty (30) day written notice prior to the effective date of termination.

## **PAYMENT**

The annual amount accepted from approved proposal and paid to the City of Panama City Beach will be divided and made payable in 8 monthly payments. The monthly amount due is a percentage of total approved annual proposal amount and is due on the following dates:

### **DUE DATES (1<sup>st</sup> Year)**

- |                             |                        |
|-----------------------------|------------------------|
| <b>1.</b> March 1, 2022     | 2.5% of Total Proposal |
| <b>2.</b> April 1, 2022     | 2.5% of Total Proposal |
| <b>3.</b> May 1, 2022       | 5% of Total Proposal   |
| <b>4.</b> June 1, 2022      | 10% of Total Proposal  |
| <b>5.</b> July 1, 2022      | 20% of Total Proposal  |
| <b>6.</b> August 1, 2022    | 25% of Total Proposal  |
| <b>7.</b> September 1, 2022 | 25% of Total Proposal  |
| <b>8.</b> October 1, 2022   | 10% of Total Proposal  |

DUE DATES (2nd Year – if optional renewal is accepted by both parties)

- 1.** March 1, 2023      2.5% of Total Proposal
- 2.** April 1, 2023      2.5% of Total Proposal
- 3.** May 1, 2023      5% of Total Proposal
- 4.** June 1, 2023      10% of Total Proposal
- 5.** July 1, 2023      20% of Total Proposal
- 6.** August 1, 2023      25% of Total Proposal
- 7.** September 1, 2023      25% of Total Proposal
- 8.** October 1, 2023      10% of Total Proposal

DUE DATES (3rd Year – if optional renewal is accepted by both parties)

- 1.** March 1, 2024      2.5% of Total Proposal
- 2.** April 1, 2024      2.5% of Total Proposal
- 3.** May 1, 2024      5% of Total Proposal
- 4.** June 1, 2024      10% of Total Proposal
- 5.** July 1, 2024      20% of Total Proposal
- 6.** August 1, 2024      25% of Total Proposal
- 7.** September 1, 2024      25% of Total Proposal
- 8.** October 1, 2024      10% of Total Proposal

DUE DATES (4th Year – if optional renewal is accepted by both parties)

- 1.** March 1, 2025      2.5% of Total Proposal
- 2.** April 1, 2025      2.5% of Total Proposal
- 3.** May 1, 2025      5% of Total Proposal
- 4.** June 1, 2025      10% of Total Proposal
- 5.** July 1, 2025      20% of Total Proposal
- 6.** August 1, 2025      25% of Total Proposal
- 7.** September 1, 2025      25% of Total Proposal
- 8.** October 1, 2025      10% of Total Proposal

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## SECTION 4 - SUBMITTAL REQUIREMENTS

The City of Panama City Beach is requesting sealed Proposals from experienced professionals for Baseball Concession Stand Operations for Frank Brown Park baseball fields. Complete submittal package is not to exceed twenty (20) pages excluding the standard forms.

A. FORMAT: Request for Proposal should include the following:

1. INTRODUCTION/COVER LETTER: Proposers shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a Proposers deems appropriate as a cover letter; this section shall include the name, address, telephone number and e-mail address of the designated person to whom all correspondence should be directed.
2. A brief overview of Contractor's operational and management experience and reputation relevant to providing food and beverage service.
3. Evidence of financial strength.
4. A brief overview of Contractor's familiarity with the local tourism industry and athletic sporting events.
5. Firm or individual's major claim/litigation history for past ten (10) years.
6. Other information that proves the Proposer is capable to operate the Baseball Concession Facilities.
7. References (at least three), including when & where your business provided similar services. Please provide names, telephone numbers of contact person for each reference.
  - The City reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP and subsequent RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the contractor.
8. Proposed Annual Rent - The proposed annual rent to the City shall include the following items:
  - Identify the amount of monthly rent you will pay the City for the use of the utilities, food concessions area, kitchen equipment, furniture, fixtures, and storage areas, to provide food concessions services.
  - The **minimum annual amount of proposal is \$48,000**. Any proposal received which does not have an amount of \$48,000 or higher will not be accepted.
    - Payments from the successful proposal will be based on scheduled percentage throughout the year as identified on Page 7 and 8.

**SECTION 6 - EVALUATION PROCESS**

The Request for Proposal (RFP) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria above and will be evaluated based on the weighting identified below. Submittals will not be returned to the firms submitting their Request for Proposals.

A. CRITERIA

<b>Evaluation Scoring Form</b>					
<b>Evaluator:</b>					
<b>Proposers:</b>					
<b>Date:</b>					
<b>Categories / Criteria</b>		<b>Rating *</b>	<b>x</b>	<b>Weight</b>	<b>Score:</b>
1	Fee Proposal (50%)		X	.50	
2	Defined operational management and experience (20%)		X	.20	
3	Qualifications and References (15%)		X	.15	
4	Familiarity of local tourism industry and athletic events (15%)		X	.15	
			<b>TOTAL SCORE</b>		

**\* Rating: 1-Poor, 2-Fair, 3-Good, 4-Excellent, 5-Superior**

B. EVALUATION COMMITTEE - An Evaluation Committee consisting of at least three members assembled by the City Manager will review and evaluate each Proposal submitted in response to this RFP based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants. The Evaluation Committee will tentatively meet on January 28, 2022 at 10:00 AM in the City Hall Conference Room (tentative date/time) to evaluate and rank all firms.

1. After evaluation and ranking of submittals, the City may at its sole discretion, elect to forego further consideration of firms and recommend the highest ranked firm to the City Council for award.
2. The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.

C. PRESENTATIONS: At the sole determination of the Evaluation Committee, a minimum of the three (3) top ranked firms based upon submittal evaluations, may be required to make a presentation of their proposal.

1. If the Evaluation Committee desires presentations, this will provide an opportunity to

clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

2. If presentations are elected, the Purchasing Manager shall schedule the time and location of these presentations and notify the selected firms. Presentation shall be limited to 30 minutes, including the question-and-answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this proposal. Additional information and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.
  3. A new scoring sheet shall be prepared, based on the identical criteria and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.
- D. POINT OF CONTACT DURING EVALUATION PROCESS- The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.
1. Discussion of Proposals - The Purchasing Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the "short-list" for the purpose of obtaining best and final offers. When conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
  2. A proposer shall address any questions regarding interpretation of the RFP or the process to the Purchasing Manager, in writing and in sufficient time before the specific period set prior to the opening of the Request for Proposals.

## **SECTION 7 - STANDARD FORMS**

**The forms listed below (Attachments A thru G) are to be completed and submitted with your proposal and are attached herein.** Ensure that all of these documents are completed and submitted with your Proposal. Failure to do so may result in your submittal not being considered for the RFP "short-list."

- **Attachment A** – Proposer's Certification
- **Attachment B** – Addendum Page
- **Attachment C** – Drug Free Workplace
- **Attachment D** – Public Entity Crime Statement
- **Attachment E** – E-Verify
- **Attachment F** – Non-Collusion Affidavit
- **Attachment G** – Conflict of Interest



## **SECTION 8 - ADDITIONAL DOCUMENTS**

- **Exhibit A** – FY2021 Sales Revenue by Item
- **Exhibit B** – Illustration of Concession Areas
- **Exhibit C** – Equipment Inventory
- **Exhibit D** – Concession Agreement
- **Exhibit E** - Insurance

**ATTACHMENT A**

**PROPOSER'S CERTIFICATION (RFP PCB22-25)**

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Proposal.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this proposal; no officer, employee or agent of the City of Panama City Beach or of any other proposer interested in said submittal; 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: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Acknowledged and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_, as the \_\_\_\_\_ of  
[business] \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Notary Public, State of \_\_\_\_\_

Personally Known \_\_\_\_ -OR- Produced Identification of: \_\_\_\_\_)

End of Attachment A

**ATTACHMENT B  
ADDENDUM PAGE  
(PCB22-25 RFP FRANK BROWN PARK BASEBALL CONCESSIONS)**

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

+

End of Attachment B

**ATTACHMENT C**

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, on \_\_\_\_\_, 2022, in accordance with section 287.087, Florida Statutes, certifies that [business] \_\_\_\_\_ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.
7. **Check one:**

\_\_\_\_\_As the person authorized to sign this statement; I certify that this firm complies fully with above requirements.

\_\_\_\_\_As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

End of Attachment C

**ATTACHMENT D  
PUBLIC ENTITY CRIME FORM**

**REQUEST FOR PROPOSALS - RFP# PCB22-25  
Frank Brown Park Baseball Concessions**

SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC  
ENTITY CRIMES

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

1. This sworn statement is submitted with Proposal, Proposal or Contract \_\_\_\_\_  
\_\_\_\_\_

2. This sworn statement is submitted \_\_\_\_\_  
whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement: \_\_\_\_\_

3. My name is \_\_\_\_\_ and my relationship to the  
entity named above is \_\_\_\_\_

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g).  
Florida Statutes, means a violation of any state or federal law by a person with  
respect to and directly related to the transaction of business with any public entity  
or with an agency or political subdivision of any other state or with the United  
States, including, but not limited to, any Proposal or contract for goods or services  
to be provided to any public entity or any agency or political subdivision of any  
other state or of the United States and involving antitrust, fraud, theft, bribery,  
collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph  
287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public  
entity crime with or without an adjudication of guilt, in any federal or state trial  
court of records relating to charges brought by indictment or information after July  
1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or  
nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida  
Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

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

\_\_\_\_\_  
(Company)

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and is personally known to me, or has provided \_\_\_\_\_ (driver's license/military id) as identification.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

End of Attachment D

**Attachment E**  
**E-VERIFY FORM**

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

NOTARY SEAL ABOVE



**EXHIBIT F**

**NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA**

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

\_\_\_\_\_ being, first duly sworn, deposes and says that he is of \_\_\_\_\_, the party making the foregoing Proposal or Proposal; that such Proposal is genuine and not collusive or sham: that said contractor is not financially interested in or otherwise affiliated in a business way with any other contractor on the same contract; that said contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any contractors or person, to put in a sham proposal or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price or affiant or any other contractor, or to fix any overhead, profit or cost element of said Proposal price, or that of any other contractor, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or Proposal are true; and further, that such contractor has not directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

## EXHIBIT G

### CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Proposers has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

Or

The undersigned Proposers, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Proposers who is also an officer or employee of the City or of its boards or committees.

### LITIGATION STATEMENT

Check One:

The undersigned Proposers has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

Or

The undersigned Proposers, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

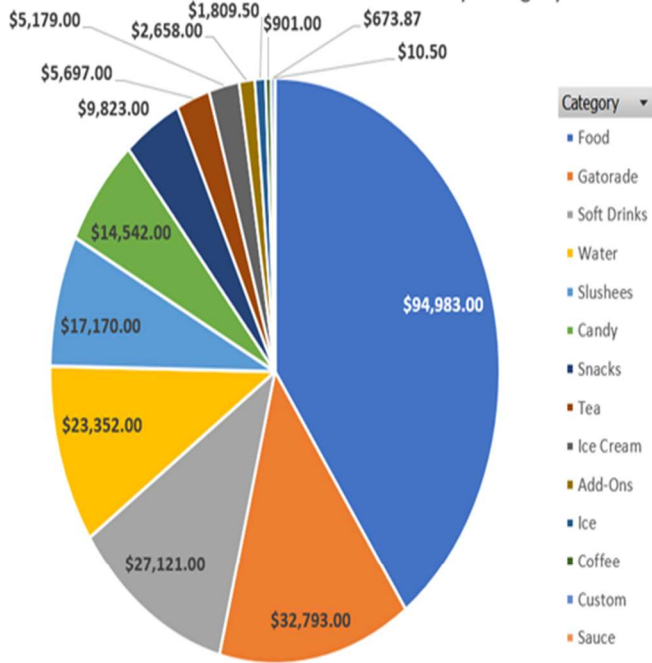
**EXHIBIT A****FY2021 Baseball Concession Sales Revenue by Item****Gross Sales: \$236,712.87**

<b>Category</b>	<b>Name</b>	<b>Sold</b>	<b>Net Sales</b>	<b>% Net Sales</b>	<b>Avg Item Price</b>
Food	Hot Dogs	11377	\$34,131.00	14.42%	\$3.00
Water	Bottled Water	11677	\$23,352.00	9.87%	\$2.00
Gatorade	Gatorade, Uncategorized	7703	\$23,109.00	9.76%	\$3.00
Soft Drinks	Soft Drinks, Uncategorized	10763	\$21,526.00	9.09%	\$2.00
Food	Pretzels	5853	\$17,556.00	7.42%	\$3.00
Food	Pulled Pork Sandwiches	2694	\$13,470.00	5.69%	\$5.00
Food	Nachos	6506	\$13,019.00	5.50%	\$2.00
Food	Pizza	5468	\$11,039.00	4.66%	\$2.02
Slushees	Large Slushees	2936	\$8,808.00	3.72%	\$3.00
Slushees	Small Slushees	4181	\$8,362.00	3.53%	\$2.00
Candy	Snickers	3659	\$7,318.00	3.09%	\$2.00
Candy	M&M's	3117	\$6,234.00	2.63%	\$2.00
Tea	Sweet Tea	3798	\$5,697.00	2.41%	\$1.50
Ice Cream	Ice Cream, Uncategorized	1295	\$3,885.00	1.64%	\$3.00
Food	Pulled Pork Nachos	632	\$3,792.00	1.60%	\$6.00
Gatorade	Gatorade, Blue	880	\$3,203.00	1.35%	\$3.64
Snacks	Chips, Uncategorized	2711	\$2,711.00	1.15%	\$1.00
Snacks	Pickle Slices	1660	\$2,490.00	1.05%	\$1.50
Gatorade	Gatorade, Yellow	568	\$2,134.00	0.90%	\$3.76
Gatorade	Gatorade, Red	491	\$1,772.00	0.75%	\$3.61
Add-Ons	Nacho Cheese	3432	\$1,716.00	0.72%	\$0.50
Gatorade	Gatorade, Orange	479	\$1,629.00	0.69%	\$3.40
Snacks	Fruit Snacks	1475	\$1,475.00	0.62%	\$1.00
Snacks	Doritos, Uncategorized	1312	\$1,312.00	0.55%	\$1.00
Soft Drinks	Mtn Dew	656	\$1,312.00	0.55%	\$2.00
Food	Chicken Salad Sandwiches	252	\$1,260.00	0.53%	\$5.00
Soft Drinks	Dr Pepper	628	\$1,256.00	0.53%	\$2.00
Ice	Bags of Ice	235	\$1,175.00	0.50%	\$5.00
Ice Cream	Ice Cream Float	203	\$1,015.00	0.43%	\$5.00
Soft Drinks	Pepsi	495	\$990.00	0.42%	\$2.00
Gatorade	Gatorade, White	258	\$946.00	0.40%	\$3.67
Add-Ons	Jalapeños	1884	\$942.00	0.40%	\$0.50
Snacks	Cheetos	810	\$810.00	0.34%	\$1.00
Candy	Reese's	416	\$792.00	0.33%	\$1.90
Food	Sausage	179	\$716.00	0.30%	\$4.00
Custom	Custom Item	291	\$673.87	0.28%	\$2.32

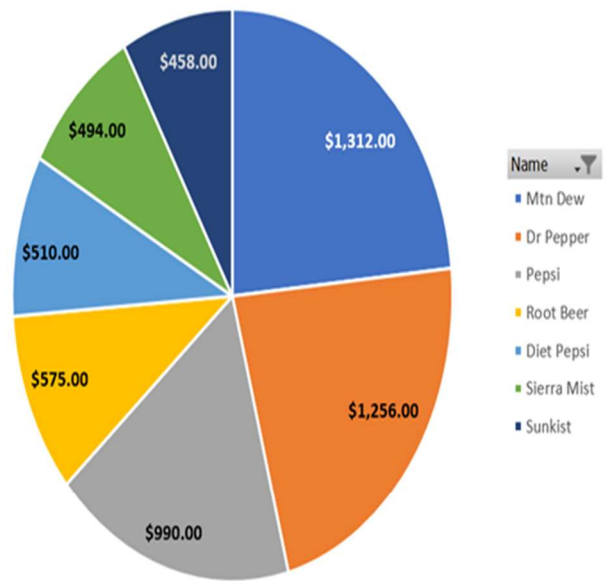
Ice	Cups Of Ice	2538	\$634.50	0.27%	\$0.25
Soft Drinks	Root Beer	304	\$575.00	0.24%	\$1.89
Soft Drinks	Diet Pepsi	255	\$510.00	0.22%	\$2.00
Coffee	Large Coffee	332	\$498.00	0.21%	\$1.50
Soft Drinks	Sierra Mist	247	\$494.00	0.21%	\$2.00
Soft Drinks	Sunkist	229	\$458.00	0.19%	\$2.00
Coffee	Small Coffee	238	\$238.00	0.10%	\$1.00
Snacks	Doritos, Cool Ranch	212	\$212.00	0.09%	\$1.00
Candy	Skittles	99	\$198.00	0.08%	\$2.00
Snacks	Carrots W/ Ranch	185	\$185.00	0.08%	\$1.00
Coffee	Starbucks Coffee	55	\$165.00	0.07%	\$3.00
Snacks	Miss Vickie's, BBQ	159	\$159.00	0.07%	\$1.00
Ice Cream	Ice Cream, Chocolate	50	\$150.00	0.06%	\$3.00
Ice Cream	Ice Cream, Vanilla	43	\$129.00	0.05%	\$3.00
Snacks	Miss Vickie's, Sea Salt	124	\$124.00	0.05%	\$1.00
Snacks	Doritos, Nacho Cheese	108	\$108.00	0.05%	\$1.00
Snacks	Miss Vickie's, Jalapeno	101	\$101.00	0.04%	\$1.00
Snacks	Pickle Pop	162	\$81.00	0.03%	\$0.50
Snacks	Miss Vickie's, Sea Salt & Vinegar	55	\$55.00	0.02%	\$1.00
Sauce	Ranch	19	\$9.50	0.00%	\$0.50
Sauce	BBQ Sauce	2	\$1.00	0.00%	\$0.50
Ice Cream	Ice Cream, Cotton Candy	3	\$0.00	0.00%	\$0.00
Ice Cream	Ice Cream, Superman	6	\$0.00	0.00%	\$0.00

**TOTALS** **106500** **\$236,712.87** **100%** **\$2.22**

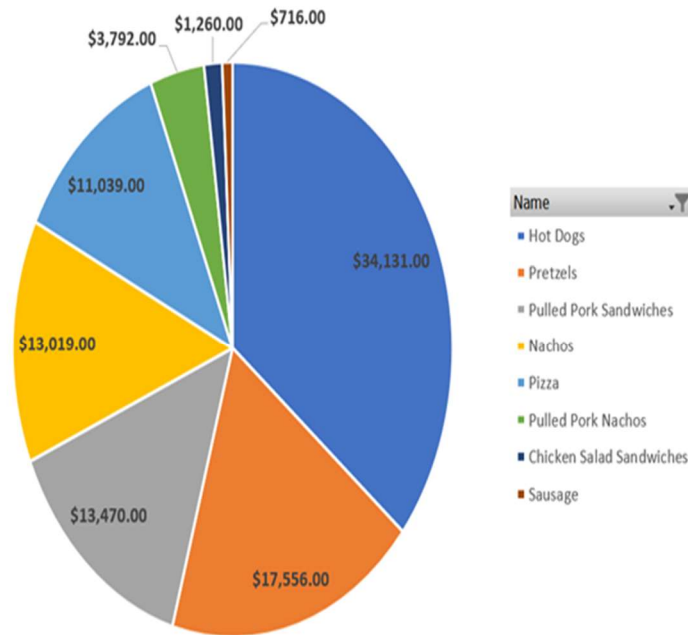
FY2021 Baseball Concessions Sales by Category



FY2021 Baseball Concessions Sales, Soft Drinks



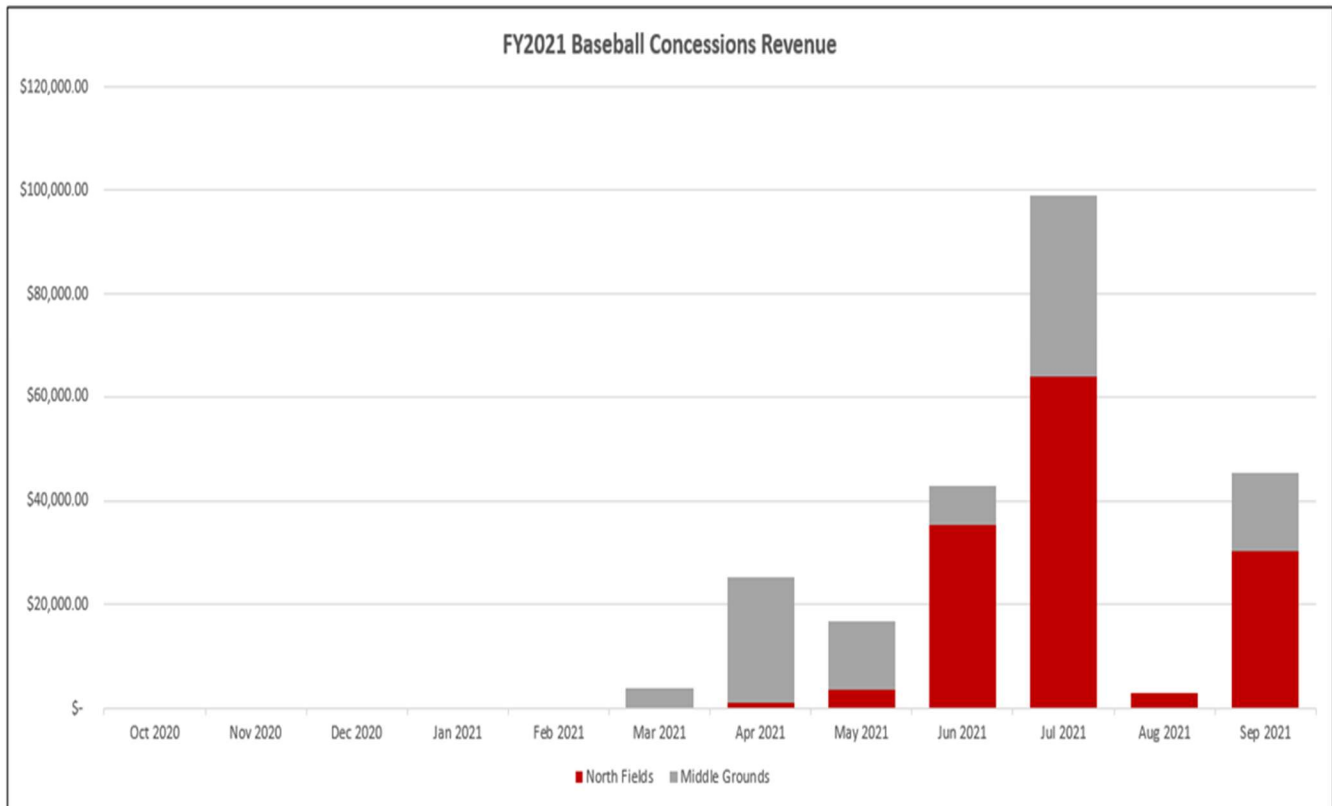
FY2021 Baseball Concessions Sales, Food



# FY2021 Baseball Concessions Revenue

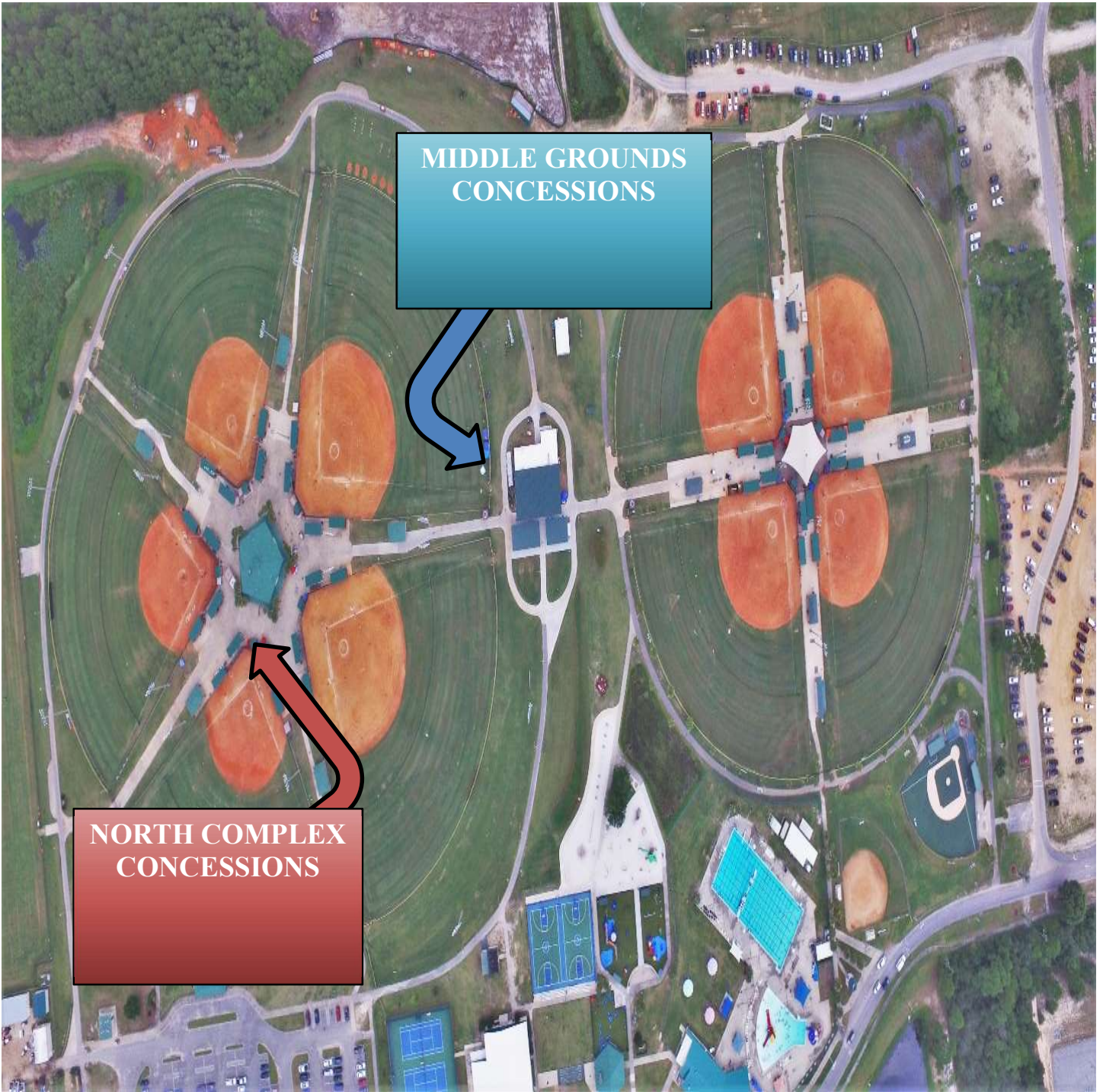
Frank Brown Park

	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	FY2021 Total
North Fields	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,043.00	\$ 3,614.00	\$ 35,253.50	\$ 63,751.01	\$ 3,108.66	\$ 30,403.75	\$ 137,173.92
Middle Grounds	-	-	-	-	27.00	3,957.50	24,359.00	13,327.50	7,630.00	35,221.45	-	15,016.50	99,538.95
<b>TOTALS:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27.00</b>	<b>\$ 3,957.50</b>	<b>\$ 25,402.00</b>	<b>\$ 16,941.50</b>	<b>\$ 42,883.50</b>	<b>\$ 98,972.46</b>	<b>\$ 3,108.66</b>	<b>\$ 45,420.25</b>	<b>\$ 236,712.87</b>





**EXHIBIT B**  
**Illustration of Concession Areas**



**EXHIBIT C**

**Equipment Inventory**

**North Complex Concession:**

Qty	Description of Equipment
1	Three-compartment sink
1	Mop sink
1	Ice machine
1	Handwashing sink
1	Safe
1	Stainless Steel prep table
1	Hood vent system
2	Chest Freezers

**Equipment Inventory**

**Middle Ground Concession:**

Qty	Description of Equipment
1	Ice machine
1	Three-compartment sink
1	Handwashing sink
1	Safe
1	Mop sink
1	Stainless Steel prep table
1	Hood vent system
2	Chest Freezers



**EXHIBIT D**  
**Concession Agreement**

**CONCESSION AGREEMENT**

THIS CONCESSION AGREEMENT ("Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the CITY OF PANAMA CITY BEACH, a municipal corporation in Bay County, Florida, as City, and [ \_\_\_\_\_, whose address is \_\_\_\_\_, as Contractor;

WITNESSETH

That in consideration of the covenants herein written and from the original Proposal document specifications and the rent agreed to be paid, the City does let and Concession Agreement unto the Contractor the building, fixtures, and equipment for two concession stands located at the Frank Brown Park ("Park"), which premises include: North Complex and Middle Grounds (collectively the "Stands") as they are more particularly described in Exhibit "A" attached hereto, as well as nonexclusive right of ingress and egress through the Park to the Stands, subject to the provisions hereof, which are:

1. The initial term of this Agreement is 2 years and shall commence upon approval of City Council, execution of agreement by both parties and deposit money received. Thereafter, the City shall have the option to renew this Concession Agreement upon the same terms and conditions for two additional one (1) year terms.
2. Either party in its sole discretion and without cause may terminate this agreement on the first day of any calendar month by delivering written notice of termination to the other party not less than thirty (30) days prior to the date of termination. If the Contractor fails to timely and properly fulfill any obligation under this agreement, the City may terminate this agreement by giving written notice to the Contractor of such termination and the effective date thereof.
3. Beginning on the Effective Date and throughout the term of this Agreement, Contractor shall pay to the City an annual rent amount of \$\_\_\_\_\_, (the "annual rent") payable in eight installments. a.) 2.5% of the Annual Rent shall be due on or before March 1, 2022 b.) 2.5% of the Annual Rent shall be due on or before April 1, 2022 c.) 5% of the Annual Rent shall be due on or before May 1, 2022 d.) 10% of the Annual Rent shall be due on or before June 1, 2022 e.) 20% of the Annual Rent shall be

due on or before July 1, 2022 f.) 25% of the Annual Rent shall be due on or before August 1, 2022 g.) 25% of the Annual Rent shall be due on or before September 1, 2022 h.) 10% of the Annual Rent shall be due on or before October 1, 2022. A late fee of \$25 per day will be assessed beginning on the 10<sup>th</sup> of the month in which payment is due.

4. Contractor covenants to neither permit nor commit waste, and covenants to comply with all applicable Federal, State, County, and City laws, rules, and regulations, including payment of all applicable taxes, respecting the use, operation and maintenance of the Stands, and shall pay for any and all licenses required in connection with the use, operation and maintenance of the Stands. Any license required by the Florida Department of Business and Professional Regulation for food service shall be prominently displayed in each Stand.
5. In the event of damage by storm, fire or other casualty making the premises unfit for occupancy, City shall be under no obligation to rebuild, and this Agreement shall be terminated with each party relieved of responsibility to the other. If City notifies Contractor within ten (10) days of intention to rebuild, the rent shall abate during the period of restoration, which City covenants to accomplish with reasonable dispatch should it chose to rebuild.
6. Upon termination of this Agreement by lapse of time or otherwise, Contractor covenants to surrender possession of the Stands in as good a condition as received, reasonable wear and tear expected. Contractor will be charged a \$500 cleaning fee if the Stands are not returned in good condition. If the renewal option is agreed upon, the contractor will still vacate the North and Middle Grounds Concessions to allow for maintenance from December 1<sup>st</sup> through December 31<sup>st</sup>.
7. In consideration of the rent aforesaid to be paid and the covenants contained herein, whenever Contractor is not in breach of any covenant contained herein, Contractor is hereby granted the exclusive right to provide concession stand food, drink, and other items usually associated with a concession stand. No other commercial activity or solicitation shall be conducted on the premises.
8. If any rent required by this Agreement shall not be paid within five (5) days after the same shall become due, or should Contractor fail twice within any thirty six (36) hour period to timely open and fully operate a concession stand as required by the Agreement,

or should Contractor fail to observe or perform any obligation herein mentioned within five (5) days after the receipt of written notice thereof, the tenancy and all exclusive rights created by this Agreement shall, at the option of the City, terminate, and City shall have right to immediately resume possession of the Stands for its own account, and retain or recover immediately from the Contractor rent through the end of the current month (if not already paid). The City shall also recover all expenses incurred by reason of the breach and retaking of possession, including reasonable attorney's fees.

9. Contractor shall permit no person to discharge, in whole or in part, any of the Contractor's obligations hereunder within the geographic boundaries of Frank Brown Park, (i) who shall have been convicted or pled guilty or *nolo contendere*, regardless of whether adjudication was withheld, of a crime against children (a "Disqualifying Crime"), or (ii) who shall have failed to consent in writing to a criminal history background check for a Disqualifying Crime; or (iii) who is a full-time employee of the City. From time to time at City's request, Contractor shall furnish a list of the names and addresses of all persons discharging any of its obligations hereunder within the geographic boundaries of Frank Brown Park, together with evidence that Contractor has conducted a criminal background check to ensure each such person is eligible under this section to discharge Contractor's obligations within Frank Brown Park.
10. Nothing in this Agreement shall be construed so as to create the relationship of principal and agent, a partnership, joint venture, or any association whatsoever between the City and the Contractor, other than the relationship of the landlord to its tenant.
11. No modification or waiver of this Concession Agreement shall be binding unless executed in writing by both parties. No waiver or delay in the enforcement of any right or power in this Concession Agreement, and no course of dealing between the parties, shall constitute or be deemed a waiver of any other right or power contained in this Concession Agreement or a subsequent waiver of the same right or power.
12. This Concession Agreement and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

NOTICE TO PROPOSERS  
GENERAL INFORMATION  
TERMS AND CONDITIONS  
SCOPE OF SERVICES  
STANDARDS FORMS  
AGREEMENT  
EXHIBIT A  
EXHIBIT B  
EXHIBIT C  
EXHIBIT D

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE CITY:  
CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_  
Drew Whitman, City Manager

Attest: \_\_\_\_\_  
Lynne Fasone, City Clerk

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

EXHIBIT E

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

**Setup Page:**

(do not delete) (not for printing)

Completing the areas within **Blue** below will pre-fill throughout the agreement below.

Insert Type of Company:

**Successful Bidder**

Insert Your Company Name Here:

**City of Panama City Beach**

Insert Your Exhibit:

**Exhibit A**

The paragraph below can be placed on the AIA contract or equivalent to reference Exhibit A

**INSURANCE REQUIREMENTS:**

**Successful Bidder** agrees to have and maintain the policies outlined in "Exhibit A " entitled "INSURANCE REQUIREMENTS," which are attached hereto and incorporated herein. All policies, endorsements, certificates, and binders shall be subject to **City of Panama City Beach** approval as to form and content. These requirements are subject to amendment or waiver only if approved in writing by **City of Panama City Beach**. A lapse in any required insurance coverage under this agreement shall be a breach of this agreement.

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

## Exhibit A

### INSURANCE REQUIREMENTS

#### SECTION 1: DEFINITIONS

"**Location**" means the location subject of the Subcontract/Purchase Order.

"**Project**" means the project subject of the Subcontract/Purchase Order.

"**Scope**" means the scope of work to be provided by the Subcontractor under the Contract or the Goods and Services to be supplied and performed by Seller under the Purchase Order, as applicable.

"**State**" means a state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, as applicable

"**Alternate/ Leased Employer Endorsement**" is an endorsement added to a workers compensation policy that provides an entity scheduled as an alternate employer with primary workers compensation and employers liability coverage as if it were an insured under the policy. This endorsement is commonly used when a temporary help agency (the insured) is required by its customer (the alternate employer) to protect the alternate employer from claims brought by the insured's employees.

#### SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

1. Unless higher limits or additional coverages are required by the Contract/Purchase Order or Owner Contract, the Successful Bidder shall secure and maintain the minimum from the earlier commencement of work or the effective date of the Contract/Purchase Order insurance coverages and limits required by this Exhibit A.
2. Failure of the Contractor/Buyer to identify deficiencies in any insurance provided by Successful Bidder shall not relieve Successful Bidder from any insurance obligations. Required coverages are as follows:

##### **2.1. Commercial General Liability Insurance Coverages:**

Commercial General Liability insurance using ISO's CG 00 01 or its substantial equivalent with **City of Panama City Beach** as an additional insured using ISO's CG 20 10 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations with the following minimum limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Limit
- \$500,000 Damage to Rented Premises

Per Project using ISO's CG 25 04 or its substantial equivalent

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

The Successful Bidder must disclose to **City of Panama City Beach** any endorsements that limit or exclude coverage customarily provided by ISO's CG 00 01.

The Successful Bidder's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Successful Bidder's Work arising out of the products-completed operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage occurs.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects if the work is to be performed on such a project.
8. Claims related to roofing, if the work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces if the work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the work involves such hazards.
11. Claims related to explosion, collapse, and underground hazards, where the work involves such hazards.

The Successful Bidders Commercial General Liability insurance will remain in force with annual policy periods for the period of the statute of repose applicable to this project. *Alternatively, suppose a "project-specific" General Liability policy is used to satisfy these requirements. In that case, it must be endorsed to provide extended completed operations for the period of the statute of repose applicable to this project.*

## 2.2. Workers Compensation

Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed and minimum limits.

- **Bodily Injury by Accident - Choose limits when required Each Accident**
- **Bodily Injury by Disease - Choose limits when required Policy Limit**
- **Bodily Injury by Disease - Choose limits when required Each Employee**

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All State's endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.



Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

- For the attainment of Workers Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.
- The certificate must identify that coverage applies in the State where the Project is located.

### 2.3. Automobile Liability

Commercial Automobile Liability insurance covers all owned, leased, and non-owned vehicles used in connection with the Scope. Business Auto Coverage Form using ISO's CA 00 01 or its substantial equivalent including liability coverage for all autos owned (Symbol 1), rented, hired, or borrowed by the contractors, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- **\$1,000,000 – Any One Accident – Combined Single Limit**

Suppose the Contractor/Sub-Contractor/Vendor is responsible for removing any pollutants from a site. In that case, the Successful Bidder will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Therefore, auto liability coverage should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS 90, and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

### 2.4. Umbrella or Excess Liability            Required: **Yes**

Also, the Successful Bidder shall provide an umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability, Pollution Liability (if required), and Employers' Liability insurance above, with the following minimum limits:

- **\$5,000,000    Each Occurrence**
- **\$5,000,000    Annual Aggregate** (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including **City of Panama City Beach** as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to **City of Panama City Beach** (including primary insurance to **City of Panama City Beach's** own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from **City of Panama City Beach** insurance.

### 2.5. Professional Liability                    Required: **No**

Professional Liability Insurance is required to cover liability for claims that arise from the errors, omissions, or acts of the Successful Bidder or any entity the Successful Bidder is legally responsible in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

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Minimum limits are:

- **Prime Design Professional: Choose limits when required per claim/annual aggregate;**
- **Sub-Design Professional: Choose limits when required per claim/annual aggregate.**

Upon request, a copy of the policy shall be provided to **City of Panama City Beach**. Coverages shall not include any exclusions or other limitations related to the scope of the services, delays in project completion, or cost overruns.

For Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with our company. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/Subcontractor, and a Sub-Design Professional is also a Sub-subcontractor.

**2.6 Riggers Liability** Required: **No**

If marked as required, the Scope involves the rigging, hoisting, lowering, raising, or moving of property or equipment belonging to others. Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

**2.8 Aircraft/Watercraft:** Required: **No**

If marked as required, the Scope involves using any owned, leased, chartered, or hired aircraft or watercraft of any type. As applicable, Aircraft Liability Insurance or Watercraft Liability Insurances required in an amount of not less than **Choose limits when required** per occurrence, including Passenger Liability for bodily injury and property damage.

**2.9 Property Insurance:**

Property Insurance coverage for tools and equipment owned, leased, or used by the Subcontractor/Seller in the performance of the Scope. The Property Insurance shall extend to equipment, materials, and supplies stored off the Project site or in transit to the Project site to be furnished as part of the Scope and incorporated into the Project.

**2.9.1 Pollution Liability Insurance:** Required: **No**

Successful Bidder shall secure and maintain the minimum Pollution Liability Insurance coverage and limits required by this Exhibit A from the effective date of the Contract/Purchase Order until the end of the applicable warranty period. The policy shall be submitted to the Contractor/Buyer for review and approval before commencement of the Scope. Failure of the Contractor/Buyer to identify deficiencies in the Pollution Liability Insurance provided by Subcontractor/Vendor shall not relieve Subcontractor/Vendor from any obligations.

Minimum limits are: Including Cleanup Cost

- Choose limits when required **per occurrence or claim**
- Choose limits when required **policy aggregate.**

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

The coverage shall be as follows: Subcontractor shall provide Pollution Liability Insurance covering all asbestos, lead, and any other pollution operations. If the policy contains a general aggregate, this aggregate must apply on a per-project basis and shall be evidenced on Subcontractor's/Vendors Certificate of Insurance. The limits shall not be subject to reduction as to the Contractor/Buyer or Owner because of any claim asserted against the Subcontractor/Vendor other than in connection with the Scope. Instead of indemnifying, the policy must read "to pay on behalf of." In addition, the following coverages must be included: (1) Completed Operations (five (5) year continuation beyond completion of the Scope); (2) Broad Form Contractual and Independent Contractors (including coverage for third party over claims); (3) On-Site, Off-Site and In-Transit exposures; and (4) Loading and Unloading. Exclusions or restrictions pertaining to mold and EIFS are not permitted. The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

#### **Deductibles/Denial of Claims:**

Contractor/Vendor shall be responsible, at no additional cost to Contractor/Buyer, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this Exhibit A both for itself and all Additional Insureds. Any self-insured retention or deductible in excess of \$25,000 must be declared when Subcontractor/Seller submits its bid and must be approved explicitly by Contractor/Buyer before executing the Subcontract/Purchase Order. Subcontractor/Seller shall be responsible for any loss arising from coverage denial by its insurance carrier.

#### **Leased Successful Bidder Employee Liability**

If the leases one or more employees through the use of a payroll, employee management, or other company, the Successful Bidder must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form.

In addition, the worker's compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management, or other company must be evidenced and include an **Alternate / Leased Employer Endorsement** or its substantial equivalent WC endorsement for that State, naming Successful Bidder as the alternate employer.

#### **Insurer Requirements**

Each insurer providing insurance coverage as required by this contract shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the Scope is performed. The insurer shall be acceptable to **City of Panama City Beach** and have an AM Best rating of "A-" or better.

**Before accepting the Contractor/Sub-Contractor/Vendor's bid, City of Panama City Beach reserves the right to require more significant limits based on the nature of the operations performed by the Successful Bidder.**

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

### **Certificate of Insurance**

Before commencing its performance and throughout the warranty period under the Contract /Purchase Order, the Successful Bidder shall provide **City of Panama City Beach** a current certificate of insurance evidencing the coverages required by this contract (a sample Certificate of Insurance is attached for reference purposes).

### **Sub-subcontractor/Sub-Vendor**

Before permitting any lower tier Sub-subcontractor/Sub-vendor to perform Scope under the Contract/Purchase Order, the Successful Bidder shall require its sub-subcontractor/Sub-vendor to maintain insurance in like form and amounts to that required herein. Successful Bidder shall be responsible for ensuring that its sub-subcontractor/Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to **City of Panama City Beach** if requested.

*Any subcontractors engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.*

### **Notice of Cancellation**

All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to **City of Panama City Beach**

### **Additional Insureds**

All insurance required by this contract (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name the City of Panama City Beach and its officials, employees, and volunteers as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Successful Bidder.

The General Liability Additional Insured Endorsement shall use ISO's or CG 2010 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations. By endorsement or policy language, evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability. The Successful Bidder's insurers will provide insurance to **City of Panama City Beach**, on a primary basis and agree not to seek contribution from insurance by using ISO's CG 20 01 or its substantial equivalent. Successful Bidders insurers also agree to waive rights of subrogation against **City of Panama City Beach** using ISO's CG 24 04 or its substantial equivalent.

### **Waiver of Subrogation**

All insurance coverages maintained by Successful Bidder shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted).

The Successful Bidder further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters for loss of, or damage to, contractors Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by **City of Panama City Beach**. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

### **Insurance Policy Review/Exclusions/Copies**

**City of Panama City Beach**, can receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are unacceptable to **City of Panama City Beach**. If requested by **City of Panama City Beach**, all insurance carriers must certify all policies as accurate and complete. At their sole discretion, policies shall not contain any unacceptable exclusions to **City of Panama City Beach**. **City of Panama City Beach**'s right to review and approve all insurance policies will not constitute a waiver of any rights created by or provisions contained in this contract should they differ from those contained in such policies.

### **Claims-Made Policies**

Except for Professional Liability Insurance, claims-made policies are not acceptable.

### **Effect of Specified Coverages**

The Insurance obligations under this agreement shall be 1—all the Insurance coverage and/or limits carried by or available to the Contractor; or 2—the minimum Insurance coverage requirements and/or limits shown in this agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which apply to a given loss, shall be available to **City of Panama City Beach**. No representation is made that this agreement's minimum insurance requirements are sufficient to cover the Contractor's obligations under this agreement.

### **Breach of Insurance Requirements**

Successful Bidder's failure to obtain and maintain insurance coverages as required by this Exhibit A or any other Exhibit or attachment shall constitute a material breach of the Contract/Purchase Order. In such event, in addition to any other rights and remedies contained in the Contract/Purchase Order, (i) **City of Panama City Beach** may, at its option, terminate the contract for default; (ii) **City of Panama City Beach** may, at its option, purchase such coverage and back charge the premium and associated costs to Successful Bidder; and/or (iii) any of the Indemnified Parties, or Additional Insureds can require, that contractor and/or its subcontractors to pay for all attorney's fees, expenses, and liability as a result of any claim or lawsuit for which coverage would have been provided to the Indemnified Parties or Additional Insureds under contractors insurance program but for a breach by Contractor or any of its subcontractors.

Furthermore, to the extent of their respective interests, the Insurers of those entities that were to be included as Additional Insureds are deemed third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the Indemnified Parties or Additional Insureds.

If any of the preceding insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If the insurer does not furnish any information concerning the reduction of coverage, it shall be furnished by the contract with reasonable promptness according to the Successful Bidder's information and belief. Suppose Successful Bidder fails to maintain insurance. **City of Panama City Beach** may (at its sole option) terminate the Successful Bidder or place such insurance and deduct any cost, fees, and related expenses from Successful Bidder pay request.

*Any Successful Bidder engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.*

## City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
<b>Automobile Liability</b>				
No Endorsements Required				
<b>Umbrella or Excess Liability</b>				
List all lines this policy applies.				
<b>Workers Compensation</b>				
Waivers of Subrogation	WC 00 03 13		ISO Standard	Yes
Alternate Employer Endorsement	WC 00 03 01 A		ISO Standard	Yes

\* State Waiver of Subrogation Provisions Overview: Kansas, Kentucky, Missouri, New Hampshire, and New Jersey disallow waivers of subrogation by statute. However, only Kansas and Missouri bar waivers of subrogation in the construction industry. (Note that Kansas does not prohibit the use of waivers of subrogation for consolidated or wrap-up insurance programs.) The monopolistic states either disallow waivers of subrogation or allow the state fund to make that decision. The remaining states allow for waivers of subrogation through judicial interpretation or administrative rules.

\*Stop Gap endorsement required in monopolistic states such as ND, OH, WA WY, or Puerto Rico

\*Coverage must apply in the State where the work is being performed if the vendor is from a state other than the one where the project is located.

We accept endorsements that are equal to those requested. Most insurance company forms are manuscript; therefore, they might not be compliant (most are not). We review all forms during the review process. Forms that are compliant today may not be compliant tomorrow. Our decisions are based on case law and claim history. Additional Insured or Organization Name to be listed on all endorsements along with policy numbers as applicable. Blank endorsements will not be excepted. Sample Endorsements Attached

## Blanket Certificates of Insurance

For ease of paperwork, subcontractors may submit insurance documentation on a blanket basis to work on multiple projects under just one insurance certificate. (View sample certificate above or in compliance database)

### Subcontractor performing work on multiple projects in the same State

Each of our projects requires a project-specific certificate of insurance (COI) for EACH project they work on; however, a lot of our Subcontractors are doing multiple projects in one State, which creates an opportunity to reduce paperwork by providing a blanket certificate of insurance and allowing the Subcontractor to work on all projects (Non-OCIP or CCIP) under one COI. If providing a blanket certificate, the following guidelines will be in addition:

1. On the COI, instead of stating an individual project name, replace with the following verbiage in the Description of Operations section of the certificate: **"All projects performed for City of Panama City Beach**
2. When stating the additional insureds, state the following along with the other required Description of Operations wording: "All insurance (excluding Workers Compensation and Professional Liability) include Owner, City of Panama City Beach, Indemnified Parties, any other parties as required by Owner Contract and their respective directors, officers, employees, and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds."
3. All endorsements and waivers must be blanket-based, either per form or blanket wording. For example, a contract requires endorsements/waivers in such schedules instead of listing each entity.

# Commercial General Liability

**CG 20 10 10 01**

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

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Page 1 of 1

**CG 20 37 10 01**

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

Location And Description of Completed Operations:

All locations required by contract

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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**CG 24 04 05 09**

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Certificate Holders Name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**CG 20 01 04 13**

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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# Workers Compensation

## WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13  
(Ed. 4-84)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of:

**Certificate Holders Name and Project Owner**

Work Performed by:

**Client (Our Subcontractor)**

**Client Address**

On the Following Project or Location

**All Projects or Locations as Required by Contract**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Insured <b>Required</b>	Effective Policy No. <b>Required</b>	Endorsement No. Premium
Insurance Company <b>Required</b>	Countersigned by _____	

WC 00 03 13  
(Ed. 4-84)

## WC 00 03 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 01 A  
(Ed. 2-89)

### ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- |  |   |
|--|---|
| <b>1. Alternate Employer</b><br><i>Our Subcontractor - Not the PEO</i>                 | <b>Address</b><br><i>Our Subcontractors Address</i> |
| <b>2. State of Special or Temporary Employment</b><br><i>All Applicable States</i>     |   |
| <b>3. Contract or Project</b><br><i>All Locations or Projects Required by Contract</i> |   |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective <b>Date Here is Required</b>	Policy No. <b>Policy Number Required</b>	Endorsement No. Premium \$
Insured <b>Required</b>	Countersigned by _____	
Insurance Company <b>Required</b>		

WC 00 03 01 A  
(Ed 2-89)