

City of Auburndale



REQUEST FOR PROPOSAL FOR

Concession Services

Lake Myrtle Sports Park

905 Lake Myrtle Park Road.

Auburndale, FL 33823

- & -

Auburndale Softball Complex

99 Florida Citrus Blvd

Jan Phyl Village, FL 33880

Responses are due by June 27th, 2025

DELIVER RESPONSES TO:

City Manager's Office

Attn: Sealed Bid – Concession Services

1 Bobby Green Pl.

Auburndale, FL 33823

CONTACT

Cody McGhee, Parks and Recreation Director

City of Auburndale

cmcghee@auburndalefl.com

(863) 965-5545

City of Auburndale, Parks and Recreation Department
119 W. Park Street
Auburndale, Florida 33823
(863) 965-5545

REQUEST FOR PROPOSALS (RFP)	
CONCESSION SERVICES	
Posting Date (RFP Open)	Friday May 30 th , 2025
Parks and Recreation Contact	Cody McGhee – Director – (863) 965-5545 cmcghee@auburndalefl.com
Opening Date and Time (RFP Closed)	Friday June 27 th , 2025 at 12:00 pm
Bid Opening Location	Auburndale City Hall – 1 Bobby Green Plaza Auburndale, Florida 33823 – Commission Room
Submission Information	<u>Mail/Deliver Proposals to:</u> City of Auburndale – Attn: Concession Services 1 Bobby Green Plaza, Auburndale, FL 33823

The City of Auburndale solicits your company to submit a proposal on the above-mentioned services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. It is the responsibility of the bidder to deliver his or her bid to the office of the City Manager before the specified time and date. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer.

Bidders are required to submit a complete NONCOLLUSION AFFIDAVIT OF PRIME BIDDER form and PUR 7068 form with the sealed bid. The bidder must also submit documentation of liability and worker's compensation insurance.

The City reserves the right to reject any or all bids, to waive informalities, to re-advertise, and accept the bid in the best interest of the City, not necessarily the lowest bid.

PARKS AND RECREATION CONTACT FOR THIS RFP:

Cody McGhee, Director of Parks and Recreation
Phone: 863-965-5545
Email: cmcghee@auburndalefl.com

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1. GENERAL TERMS AND CONDITIONS

- 1.1. PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud at City Hall, Commission Room, 1 Bobby Green Plaza, Auburndale, FL at the time specified.
- 1.2. CONTRACT REQUIRED: The City of Auburndale and the successful proposer shall enter into a Contract for Services (See Exhibit “A” for draft concessions agreement) that will include, but not be limited to the following terms and conditions:
- Concession Privileges Granted; Term Thereof.
 - Facilities Served.
 - Compensation to City.
 - Concessionaire Services.
 - Signage, Menus and Pricing.
 - Repairs, Alterations and Maintenance.
 - Insurance.
 - Use of Coca-Cola Products.
 - City Use.

2. SCOPE OF SERVICES

- 2.1. PURPOSE & INTENT: The City of Auburndale (“City”) is seeking proposals from concessionaires for the operations and management of food and beverage concessions at the Lake Myrtle Sports Park (Four Concessions Buildings) and the Auburndale Softball Complex (One Concessions Building).
- 2.2. SCOPE: The Scope of Services will include operation of concessions during scheduled activities at both complexes as specified in Exhibit “A” (draft concessions agreement) and Exhibit “B” (draft schedule of sporting events).
- 2.2.1. The City currently contracts with Coca-Cola for all beverage products and the Proposer must be able to work within the guidelines provided by that existing contract and any future changes.
- 2.2.2. Proposer shall pay to the City a quarterly percentage of concessions sales generated.

3. SUBMISSION REQUIREMENTS

3.1. Firms responding to this Request for Proposal (RFP) shall complete all areas requesting information in the RFP, and address the following in order listed:

3.1.1. Qualifications and Experience in providing concession services. Include the following:

- Number of years in the food industry
- Number of years specifically providing concession services.
- References; include list of current active contracts.

3.1.2. Ability to provide an adequate number of staff, with appropriate training and skills needed for food preparation and serving the public

- Submit evidence of proper licensing to perform food related services, including city, county and state licensing.

3.1.3. Completed RFP Price Sheet. In no instance shall the City consider any fee proposal that does not represent equitable value to the City by making the concession facilities available. The City reserves the right to negotiate with the successful proposer on the agreed fee.

3.1.4. Sample Menu showing typical products, and pricing.

4. PROPOSED SCHEDULE

Activity	Target Date	Location
RFP Issued by Parks and Recreation	5/30/2025	Websites
Bids Due and Opening	6/27/2025	City Hall
Award by City Commission	7/7/2025	City Hall
Contract Begins	8/29/2025	

5. PRICING SHEET

5.1. Include with proposal – PRICING SHEET

Proposer Name:		
1. PROPOSED FEE:	%	Quarterly Percentage
2. NUMBER OF YEARS IN BUSINESS		Years
3. Legal Name of Entity tied to FEIN		
4. Federal Tax ID Number		
5. Owner/CEO Name(s)		

6. REFERENCES

6.1. Bidder shall submit as a part of the bid package, customer references.

Name:	Name:
Contact:	Contact:
Address:	Address:
Phone:	Phone:

Name:	Name:
Contact:	Contact:
Address:	Address:
Phone:	Phone:

CONCESSION SERVICES AGREEMENT

THIS Concession Services Agreement ("Agreement") made and entered into this _____ day of _____, 20____, by and between the **CITY OF AUBURNDALE**, a Florida Municipal Corporation, (hereinafter referred to as "City" or "Auburndale") and _____ (hereinafter called "Vendor")

WITNESSETH:

WHEREAS, the City owns and operates recreation facilities at various locations in Auburndale, which are open to the public for use and entertainment; and

WHEREAS, Vendor desires to provide concession services at these facilities.

WHEREAS, the City and Vendor wish to memorialize the terms of the limited concession privilege granted to Vendor for concession services at the various sites, excluding the Auburndale Community Center.

NOW, THEREFORE, in consideration of the mutual covenants, and promises contained in this Agreement, the parties do hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as the factual basis for this Agreement.

2. Concession Privilege Granted, Term Thereof. Commencing _____ and continuing through _____, Vendor is hereby granted a license and limited concessionaire privilege to operate at the City locations in accordance with the specific terms and conditions of this Agreement. Term may be extended for one (1) three-year extension by Agreement of both parties.

3. Facilities Served. Pursuant to grant of the City, Vendor shall provide concessionaire services as specifically set forth herein, at the City owned and operated facilities located at 905 Lake Myrtle Park Rd, Auburndale, FL 33823 and 99 Florida Citrus Blvd, Jan Phyl Village, FL 33880 and future sites.

4. Compensation to City. As compensation for the privileges granted to Vendor pursuant to this Agreement, Vendor shall pay to the City ____% of the past quarter's sales. All payments shall be remitted to the City on a quarterly basis, and shall be delivered to PO BOX 186, Auburndale, FL 33823. Vendor shall provide a quarterly revenue report for all managed concessions stands. Vendor shall be responsible for all State Sales Taxes on the concessions sales. All quarterly payments shall be due and payable on the 1st day of the quarter thereafter, with the final payment due immediately upon termination of the Agreement.

5. Concessionaire Services. While this Agreement is effective, Vendor shall operate the concession stand at the facilities for all scheduled Facility events as directed by the City's Director of Parks and Recreation or his or her designee. Vendor shall provide a varied concessions menu, subject to approval by the City's Director of Parks and Recreation or his/her designee. Further, Vendor shall be responsible for the purchase of all

food and supplies necessary to operate the concession stand at the Facility, and shall provide all serving utensils and condiments necessary for use by members of the public/concessionaire patrons. The sale of any non-consumables will require the written approval of the City's Director of Parks and Recreation or his/her designee.

6. Signage, Menus and Pricing. Vendor shall review with, and obtain, the City's approval on all signage, menus and pricing. The City's approval shall not be unreasonably withheld.

7. Taxes; Tax Indemnification. Vendor shall be responsible for paying and reporting any and all taxes attributable to its operation under the terms of this Agreement, including but not limited to any and all sales and/or use taxes. All taxes shall be paid by the Vendor as required by the assessing governmental entity, or the City, in the event that Vendor's activities cause the City to incur any tax liability. Vendor agrees to hold harmless and otherwise defend the City against any and all claims, liabilities or impositions whatsoever, including reasonable attorneys' fees and court costs, from the assessment of any tax, special assessment, or governmental charge incurred from and/or assessed by any and all taxing or governmental entities, as a proximate result of Vendor's activities.

8. Repairs, Alterations and Maintenance. Vendor acknowledges that it has inspected the Facility and concession area to be utilized, and accepts use of same "as is". Vendor shall be responsible for any damages caused by Vendor staff.

Vendor shall maintain the concession area in a neat and orderly condition, and must provide appropriate and adequate storage for all concession items and equipment. Vendor shall dispose of all trash in containers as designated by the City. All boxes must be broken down and properly discarded in trash dumpsters. Vendor is responsible for complying with all recycling rules, regulations, and laws of the City and/or appropriate governmental bodies. The City reserves the right to inspect the concession area for compliance with the terms of this Agreement.

The City shall not be responsible for any goods or equipment stored at the facility nor will it be responsible for damage resulting from power failure, flood, fire, theft, vandalism, explosion and/or other causes.

Vendor shall obtain the City's Director of Parks and Recreation or his or her designee approval prior to making any changes, alterations, or additions to the concession area or structures.

9. Insurance; Indemnification.

I. Insurance.

A. General Liability Insurance. Vendor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, Commercial General Liability Insurance insuring Vendor against liability arising from Vendor's use or occupancy of the Facility and Vendor's operations necessary or incidental thereto. Except as

otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 00 01) without any restrictive endorsements, and the City shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured – Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operation Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

B. Worker's Compensation Insurance. Vendor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, a Worker's Compensation policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Worker's Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One -	"Statutory"
Part Two -	\$500,000 Each Accident
	\$500,000 Disease – Policy Limit
	\$500,000 Disease – Each Employee

C. Automobile Liability Insurance. Vendor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, Automobile Liability Insurance on a form no more restrictive than that provided by Section II (Liability Coverage) of the Standard Business Auto Policy (ISO Form CA 00 01) and shall cover all Vendor owned, non-owned, and hired autos. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$500,000	Each Occurrence – Bodily Injury and Property Damage Combined
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D. Property Insurance. Vendor and the City shall each be responsible for maintaining their own property insurance. Regardless of whether Vendor purchases property insurance or not, Vendor hereby expressly waives and releases any cause of action or right of recovery which Vendor may have hereafter against the City for any loss arising out of loss or damage to Vendor's property on, about, or a part of, the Facility whether covered by insurance or not.

E. Evidence of Insurance. Vendor shall provide the City an appropriate Certificate of Insurance, which includes thirty (30) days written notice of cancellation to the City for all coverage and verifies inclusion of the City as an Additional Insured in the General Liability coverage. Until such insurance is no longer required by this Agreement, Vendor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

II. Indemnification. Vendor shall hold harmless, indemnify and defend the City, its officers and employees, representatives or agents against any claim, action, loss, damage, injury, liability, tax, cost or expense of whatever kind or nature (including, but not by way of limitation, attorney's fees and court costs related to such indemnified occurrences) arising out of or incidental to Vendor operations under this Concession Agreement, whether or not due or caused by the negligence of the City, its officers or employees, representatives or agents, excluding the sole negligence of the City, its officers or employees, representatives or agents. Such indemnification shall not be construed as a waiver of the City's sovereign immunity or limits of liability as set forth in section 768.28, Florida Statutes (2007) regardless of whether any such obligations are based on tort, contract, statute, strict liability, and negligence, product liability or otherwise.

10. Sovereign Immunity Not Waived By Agreement. Nothing herein shall be construed by the parties as a waiver of the City's Sovereign Immunity. Vendor ratifies that the limits of liability of the City pursuant to this Agreement, and the limits of liability of the City to the Vendor, shall be those limits of liability as set forth in Section 768.28, Florida Statutes, as amended from time to time, regardless of whether the alleged cause of action sounds in tort, contract, products liability, negligence, strict liability or otherwise.

11. Assignment. Neither this agreement nor any part thereof, may be assigned, transferred, or subcontracted by Vendor without the prior written consent of the City.

12. Use of Coca-Cola Products. Vendor understands and acknowledges that this Agreement is subject to and subordinate to an agreement reached between the City of Auburndale and the Coca-Cola Company for use of Coca-Cola products at City facilities. Accordingly, Vendor shall only utilize Coca-Cola products with respect to carbonated or sports type beverages, including water. In the event the current beverage agreement between the City and Coca-Cola Company is terminated and a subsequent agreement is executed with a separate beverage provider, Vendor will be notified no less than 30-days prior to the commencement of the new beverage agreement and will be required to honor the same.

13. City Use. The City reserves the right to use the concession facilities upon notice to the vendor for an event.

14. Default and Termination. This Agreement may be terminated by either party, for any reason. In the event of termination of this Agreement by the City, the City shall provide Vendor with thirty (30) days written notice. In the event of termination of

this Agreement by the Vendor, the Vendor shall provide the City with sixty (60) days written notice.

Upon termination of this Agreement, Vendor shall remove any and all of its property from the Facility without damage to the property, and otherwise replace the concession area to its current condition, ordinary wear and tear excepted.

15. Compliance with Laws. In performing under this Agreement, Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and written policies. The requirements of this section include any and all requirements of all regulatory agencies regarding maintenance of the concession area in a clean and litter free manner. Failure to comply with the requirements of this Section shall result in the Agreement's immediate suspension and/or termination. The determination as to whether to suspend or terminate the Agreement shall be made in the sole discretion of the City Manager or his designee.

16. Nonexclusive Rights. Notwithstanding anything herein contained that may be or appear to be to the contrary, it is expressly understood and agreed that the rights and limited concessionaire license granted by this Agreement are nonexclusive and the City reserves the right to grant similar privileges to another Vendor or other Vendors at its sole discretion.

17. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Registered Mail, Return Receipt Requested, with postage and registration fees prepaid:

I. If to the City: City of Auburndale
Attn: City Manager
Post Office Box 186
Auburndale, FL 33823

With a Copy To:

City Attorney

II. If to Vendor: _____

Notice shall be deemed to have been received on the date of receipt as shown on the Return Receipt.

18. Headings. The headings in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any actions arising under this Agreement shall be in the State Courts in and for Polk County, Florida.

20. Electrical Equipment. Vendor shall provide the City with a list of all electrical equipment to be utilized as part of its operation under the terms of this Agreement.

21. Attorney's Fees. In the event it becomes necessary for the City to file an action to enforce any of the terms, conditions, or covenants of this Agreement, the City shall be entitled to recover reasonable attorney's fees, including attorney's fees for appeal, and court costs.

22. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supercedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing, and signed by both parties.

23. Severability. If a provision hereof shall be finally declared void or illegal by any Court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

24. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Health Department. Vendor assumes all risk of liability for radon gas if any should be found in the Facility and further indemnifies and holds the City harmless from any and all claims and causes of action under the terms and conditions of paragraph 9 II above.

25. Outside Vendors. The City reserves the right to allow event sponsors to distribute and/or sell food and beverage items and merchandise at the Facility at the discretion of the City's Director of Parks and Recreation or his or her designee. In the event such activity is authorized, the City will provide notification to the Vendor to include the product(s) authorized.

26. Background Screening. Vendor employees are required to undergo criminal background screening through a process deemed acceptable to the City. The cost associated with criminal background screenings for Vendor's employees is to be paid by Vendor.

27. Credit Card Payment. Vendor must have the ability to accept credit cards for payment. Vendor shall be responsible for all fees associated with this requirement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written above.

CITY OF AUBURNDALE, FLORIDA

BY:

CITY MANAGER

ATTEST:

CITY CLERK

Approved as to form and legality:

CITY ATTORNEY

BY: _____
CONCESSIONAIRE

WITNESS

WITNESS

2025 FACILITIES CALENDAR

Weekdays

Field Rest

Cancelled

Confirmed

Tentative

JANUARY NOTES

		Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	1-3 weekdays	REST	REST		
	4-5	PUERTO RICO TRAINING	REST	FHC	
	6-10 weekdays		REST	LOCAL	
	11-12		REST	LOCAL	
	13-17 weekdays		REST	LOCAL	
	18-19 (MLK)	FASA CLASSIC	REST	NSA Adult	
	20-24 weekdays	PSCL 1/23 pm and 1/24 pm	REST	SSUSA Practice	
	25-26	PSCL	JOCO EB	SSUSA Tour	USAWS
	27-31 weekdays				

FEBRUARY NOTES

		Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	1-2		NAIA	USFA	
	3-7 weekdays		RM PREP		Ski Clinics
	8-9	FYSA ODP Fields No stadium or bowl field	RM PREP		
	10-14 weekdays		RM PREP		Ski Clinics
	15-16		PSW (old Baseball)		
	17-21 weekdays	FHSAA SOCCER 2/17	RM PREP	Oasis Softball 2/20 & 2/21	Ski Clinics
	22-23	FHSAA ends 2/22/ FYSA Clinic 2/23 2 fields	PSW (old Baseball)	REST, Oasis Practice	
	24-28 weekdays	1 FIELD - WOMEN SYMPOSIUM	RM PREP	Oasis Softball 2/24 & 2/27 & 28 practices	Ski Clinics

MARCH NOTES

		Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	1-2	FYSA PRESIDENTS CUP	RussMatt	PFX Practice	
	3-7 weekdays		RussMatt	Oasis 3/3 and 3/7 practices	Ski Clinics
	8-9	FYSA REGION C ELIMINATION	RussMatt	PFX Practice	
	10-14 weekdays	PCSB Middle School Tourney 3/10-14 (5pm-10pm)	RussMatt	Oasis 3/10 & 3/14 practices	Ski Clinics
	15-16		RussMatt	USFA	
PCSB Spring Break	17-21 weekdays		RussMatt		Ski Clinics
	22-23	FYSA REGION C FINALS	RussMatt	LOCAL	
	24-28 weekdays		RussMatt	Oasis Softball 3/24 Game	Ski Clinics
	29-30	FYSA PRESIDENTS CUP ELIMS	RussMatt	USFA	
	31-1 weekdays		Back 4 Archery Set Up	Oasis Softball 3/31 & 4/1 Games	Ski Clinics

APRIL NOTES

		Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	5-6	FYSA COMMISSIONER CUP FINALS	Back 4 Archery Set Up	Oasis Softball 4/3 Game	
	7-11 weekdays	Chill's Field Day 4/8 back 4	Back 4 Archery Set Up / PCSB front 5	Oasis Softball 4/8 Game	
	12-13	FYSA STATE CUP 6 NEEDED/ MGHEE?	World Archery		USAWS National Junior Dev Clinic
	14-18 weekdays		REST	Oasis Softball 4/17 Game	
	19-20				
	21-25 weekdays		REST	Oasis Softball 4/24 Game	USA Water Ski Wakeboard Trials 4/23 & Master's set up 4/25
	26-27	FYSA PRESIDENTS CUP	HSWS	LOCAL	WWA Master's Wakeboard States
	28-2 weekdays		HSWS	LOCAL	Master's LOQ set up & Practice 28- May 1

2025 FACILITIES CALENDAR

Weekdays					
Cancelled					
Confirmed					
Tentative					
MAY NOTES		Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	3-4	FYSA STATE CUP ELIMS	HSWS	LOCAL	WWA Masters LCQ 5/2-4
	5-9 weekdays		REST		LCQ practice days 5/5-8
	10-11	FSPL PLAYOFFS & STATE CUP ELIMS	PG 9-11	REST	WWA Masters LCQ 5/9-11 2nd weekend
	12-16 weekdays		PC Saliba	REST	
	17-18	FYSA STATE CUP FINALS / Swan City night game	REST	REST	USAWS Summer Splash Barefoot
	19-23 weekdays	Swan City Game 5/21 Stadium	REST	REST	
	24-25	STATE CUP RAIN DATES / KEEPER WARS(Back4)	PW	REST	
	26-30 weekdays	Swan City Game 5/28 Stadium	REST	REST	
JUNE NOTES		Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	31-1	REST	REST	USFA	
	2-6 weekdays				
	7-8	FYSA ODP (8f fields)	WABA	USFA States	
	9-13 weekdays	Swan City Game 6/11 Stadium	REST		
	14-15	FYSA ODP (6 fields)	REST	WABA	TBD
	16-20 weekdays				
	21-22		PG 20-22	NSA	
	23-27 weekdays	PALA QUALIFIER practice 6/23-24 (2fields)	PG 23-27		USAWS Barefoot Southern Regionals Set up 27
	28-29	PALA QUALIFIER 6/25-30	PG 28-29	REST	USAWS Barefoot Southern Regionals
JULY NOTES		Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	30-4 weekdays	PALA QUALIFIER 6/26-30; Swan City 7/2 on Stadium	PG 30-4		
	5-6		PG 5-6		Pro Am Water Ski Event - TBD
	7-11 weekdays				Fl Water Ski Fed Florida State Champs 11th & 12th
	12-13	PCSB FLAG FOOTBALL	WABA	REST	Fl Water Ski Fed Florida State Champs no 13th
	14-18 weekdays	Arsenal Day Camp(3 fields)			
	19-20	7/19 5v5 AYS / 7/19 Tenoroc 7v7 flag	WABA	REST	
	21-25 weekdays	REST	REST	REST	
	26-27	REST	REST	REST	
	28-1 weekdays	REST	REST	REST	USAWS 47th Barefoot Water Ski Nationals
AUGUST NOTES		Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	2-3	REST	REST	FHC	USAWS 47th Barefoot Water Ski Nationals 2nd only no 3rd
	4-8 weekdays	REST	REST	REST	
	9-10	REST	REST	REST	
	11-15 weekdays	REST	REST	REST	
	16-17	REST	REST	REST	
	18-22 weekdays	REST	REST		
	23-24	REST	REST		
	25-29 weekdays	REST	REST		
	30-31	REST	WABA		

2025 FACILITIES CALENDAR

Weekdays					
Cancelled					
Confirmed					
Tentative					
SEPTEMBER NOTES					
	1-5 weekdays	Multi-Purpose Fields	Baseball Fields	Softball Fields	Ski Lake
	6-7		REST		
	8-12 weekdays		PG 5-7		
	13-14	AYS OPENING WEEKEND	WABA	FHC	
	15-19 weekdays	AHS XC Meet 9/17	AHS XC Meet 9/17	AHS XC Meet 9/17	
	20-21	FYSA OFDP	VW Bug Show	USFA	
	22-26 weekdays				
	27-28	FYSA League Neutral Site	WABA		
	29-3 weekdays				
OCTOBER NOTES					
	4-5	FYSA State Cup Elims	PW	REST	
	6-10 weekdays				
	11-12	APD 5k Saturday night	REST	REST	APD 5k Saturday night
	13-17 weekdays				
	18-19	u19 State Cup Finals	PG 17-19	REST	
	20-24 weekdays				
	25-26	FYSA League Neutral	REST	NSA	
	27-31 weekdays				
NOVEMBER NOTES					
	1-2	FYSA ODP	GSA	REST	
	3-7 weekdays	REST	REST	REST	Sand It Night Jump TBD 11/7
	8-9		WABA	REST	Canadian Adaptive Water Ski Clinic
	10-14 weekdays				
	15-16		REST	FHC	
	17-21 weekdays				
	22-23				
	24-28 weekdays				
	29-30				
DECEMBER NOTES					
	1-5 weekdays	REST	REST	REST	REST
	6-7		PW	FHC	MIKE SALBER
	8-12 weekdays	REST	REST	REST	REST
	13-14	PALA Training	WABA	NSA States	
	15-19 weekdays				
	20-21				
	22-26 weekdays				
	27-28				
	29-2 weekdays				

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) SS.

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/she is _____ of _____
_____, the Bidder that has submitted the attached bid:

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element for the Bid prices or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Redevelopment Authority of the County of Polk or any person interested in the proposed Contract; and

(5) The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Title)

My commission expires _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. 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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's

length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. 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 any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification _____

Notary Public – State of _____

(Type of Identification)

My commission expires _____

(Printed, typed or stamped
commission name of notary public