



**PIMA COUNTY  
PROCUREMENT**  
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Friday, October 09, 2009

**RFP 0902199R**  
**Mike Jacob Sports Park League, Tournament and/or Concession Coordinator Services**  
**Addendum # 1**

The following revisions shall be incorporated into **Solicitation #0902199R** in reference to questions raised during the Pre-Proposal Conference/Tour held October 6, 2009 and in writing, as follows:

NOTE: The Pre-Proposal Conference was recorded. A copy of the recording is available upon request.

**QUESTIONS IN REFERENCE TO SPECIFIC ITEMS IN THE RFP DOCUMENTS**

**1. Question:** *Is it possible to make a provision that states bidders who previously bid can only use the sports and financial numbers based on those sports for this next bid?*

**Answer:** No. This procurement action is independent of any other action and the County has no authority to restrict respondent proposal content.

**2. Question:** *What would make my next proposal non-responsive if I fail to include something by mistake?*

**Answer:** This question is general and ambiguous in nature. The solicitation defines necessary requirements; failure to respond as defined by the solicitation documents could be cause for the proposal to be determined non-responsive and prevent it from

being evaluated. Respondents are responsible for reading, comprehending and complying with all requirements. In particular, please refer to Questionnaire and Minimum Qualifications, Pages 11 and 13 of Exhibits A and B – for Group 1 League and Tournament Coordinator; and Pages 19 and 21 Exhibits C and D – for Group 2 Concession Stand Coordinator.

**3. Question:** *Will the County consider providing NRPR staff on Saturday? If so, what will be the maintenance by the County?*

**Answer:** The County will **not** provide NRPR staff on Saturday. Please refer to Attachment A, Page 29, in the RFP documents for Scope of Services that will be provided by County during the County's scheduled hours of operations and maintenance.

**4. Question:** *Will the County consider flexibility of hours of operation during the month of October's over-seeding operation?*

**Answer:** The County will **not** authorize flexibility of hours during the month of October. However, **the League and Tournament, and Concession coordinators will not be required to make payment for the period that over-seeding is taking place during the month of October.**

**5. Question:** *Is the Net Worth part of the proposal required? What is the general purpose of the Net Worth being added and why can't the proof of financial documents be enough to show we can cover the \$50,000 start up? Can you please clarify for me the exact procedures I need to follow to keep that information confidential and only available to the graders involved? Or may I propose to eliminate the need of Net Worth?*

**Answer:** The request for Net Worth information has traditionally been requested and is significant in ascertaining the feasibility of a party to fulfill the obligations required to successfully operate the site for the duration and terms of the agreement. An acceptable alternative to submitting the Net Worth information will be to secure and submit verifiable certification from a licensed surety that they will provide a surety and performance bond document naming Pima County as the benefactor guaranteeing the revenues and all performance required by the proposal and this solicitation within ten (10) workdays from the date that a notice of recommendation for award to the proposal is published. Extension and provision of the bond for the term of each renewal period, if any granted by Pima County, shall be provided to the County by the Contractor at least

30 days prior to the commencement of each renewal period. The Standard Terms and Conditions Public Records article defines the requirements for establishing that a document and information contained therein is “confidential”.

**6. Question:** *Can the County share its equipment such as rakes, drags, field and irrigation equipment?*

**Answer:** No. As stated in Attachment A Scope of Services Group I – League and Tournament Coordinator - page 35 Maintenance.

“The League Coordinator shall be responsible for procuring and maintaining (at his/her sole expense) any and all equipment and supplies that are required to accomplish the tasks outlined above.”

**7. Question:** Will NRPR provide services other than those hours listed and authorized by Pima County’s NRPR department?

**Answer:** Please refer to [Document No. 1 – Maintenance Duties for Pima County Staff \(attached herewith\)](#): Pima County will require three weeks in October for over-seeding. Pima County is providing a list of maintenance tasks that will be performed by Pima County staff Monday to Friday except on County holidays (see [Document No. 1](#)). County staff will **not** be assigned to work on weekends, holidays, tournaments, special events or on days other than those authorized by Pima County for NRPR personnel. Please also refer to [Document No. 1](#) for hours and scope of service provided by NRPR.

## **GENERAL QUESTIONS**

**1. Question:** *Does the County have profit/loss statements, overhead costs, revenue received for the past 2 to 3 years? (This information was requested for both Groups 1 and 2.)*

**Answer:** No records for the requested information and purpose exist/are available. The park has not been in operation year-round since October 2006. The most recent contractor operated the venue for several months without gate fees and concessions that allowed the sale of alcoholic beverages. Thus, the revenues would not provide any insight into the possible revenues.

**2. Question:** *Can the county provide records showing financial proof that \$200,000 and \$150,000, respectively, are numbers that can be reached not in theory but through past successes at the park, and that the \$350,000 bottom line number is realistic and supported.*

**Answer:**

As noted in Question and Answer 2, above: No records are available. The park has not been in operation year-round since October 2006. One most recent contractor operated the venue for several months without gate fees and concessions that allowed the sale of alcoholic beverages. Thus, the revenues would not provide any insight into the possible revenues. No records are available.

**3. Question:** *Will the County reconsider the annual revenue payment amount for both groups?*

**Answer:** Please refer to: Page 15 for Group 1- League and Tournament Coordinator (B) *“All these are contracts that will provide revenue to Pima County, significant consideration shall be given to those respondents who, in their proposal(s), detail an ability to meet the baseline revenue requirements of Pima County, which total \$200,000 over a 12-month period.*

*Or to:*

*Page 23 for Group 2 –Concession Stand Coordinator (B) “All these are contracts that will provide revenue to Pima County, significant consideration shall be given to those respondents who, in their proposal(s), detail an ability to meet the baseline revenue requirements of Pima County, which total \$150,000 over a 12-month period.*

**4. Question:** *Will the County allow the League Coordinator use the Multi-purpose field?*

**Answer:** Yes, for field-related sports only.

**5. Question:** *Which party is responsible for preparing the restaurant counter tops for dispensing beer and soda?*

**Answer:** Pima County NRPR shall be responsible for initially preparing the restaurant counter tops in advance of effectuating an agreement with the operator. The concession operator shall be responsible for maintaining in same condition for the term of the contract and extended contract thereafter.

**6. Question:** *Are the chiller and trunk lines still intact and operational? If not who will be responsible for ensuring they are operational?*

**Answer:** Yes, they are still operable and Pima County NRPR shall ensure function in advance of the execution of the contract. The concession operator shall be responsible for maintaining in same condition for the term of the contract and extended contract thereafter.

**7. Question:** *Are the outlets behind the backstop operational? If not, who is responsible for making them operational?*

**Answer:** The outlets are operational.

**8. Question:** *Are the refrigerators/freezers that were removed from the concession area available?*

**Answer:** Only the equipment listed on Attachment F, Pages 51 and 52, of the RFP is available.

**9. Question:** *Will the County provide the Concessionaire a safe?*

**Answer:** A safe will be provided by Pima County NRPR.

**10. Question** What will NRPR's day crews do to ensure that the fields and park are ready for play at night?

**Answer:** Refer to Attachment A – Scope of Services Group 1- League and Tournament Coordinator, pages 29-39 and Document 1 – Maintenance Duties for Pima County Staff.

*Attachments:*

*Document No. 1 –Maintenance Duties for Pima County Staff*

*Revised Attachment A- Scope of Services Group 1: League and Tournament Coordinator*

*Revised Attachment B - Scope of Services Group 2: Concession Stand Coordinator Services*

**DOCUMENT NO. 1 – Maintenance Duties of Pima County Staff**

Maintenance duties of Pima County staff working Monday – Friday except on holidays from 6:00 am – 2:30 pm Summer/Spring and 7:00 am – 3:30 pm Fall/Winter. There could be instances of rain and other weather conditions that could alter maintenance schedules and frequency.

- Mowing of turf as necessary
- Maintenance and repair of turf irrigation system and drip system for trees and shrubs
- Cleaning of restrooms daily when scheduled to work
- Picking up trash daily when scheduled to work
- Emptying of trash barrels daily when scheduled to work
- Cleaning and maintenance of bleachers as necessary
- Trimming trees and shrubs as necessary
- Routine maintenance and repair of buildings including plumbing and electrical.
- Electrician and plumber on call for emergency repairs
- Weed control
- Dragging of ball fields daily when scheduled to work
- Lining of fields daily when scheduled to work. The lining of the multi-use field is the responsibility of the League and Tournament Coordinator. The softball/football goals are permanently installed and cannot be removed.
- Edging grass on infield and outfield
- Watering of skinned area of infield
- Addition of infield mix as necessary
- Repairing holes in ball fields including batter's box and pitching area daily as necessary
- Fence repairs as necessary
- Raking of playground surfacing and adding additional engineered wood fiber as necessary
- Repair and maintenance of playground equipment
- Servicing of coolers
- Well operation, maintenance and repairs
- Parking lot cleanup, maintenance and repairs
- Vandalism repairs
- Weekly cleaning of umpire room
- Grooming of volleyball court surfacing as necessary
- Repair and maintenance of volleyball padding and netting
- Sweeping, cleaning and maintenance of walkways
- Routine maintenance of turf equipment
- Maintenance and repair of all ball field lights, security lights and parking lot lights

## **Attachment A—Scope of Services**

### **Group 1: League and Tournament Coordinator**

The responsibilities of the League and Tournament Coordinator shall include, but are not limited to, the following:

#### **General Coordination Services:**

1. The Mike Jacob Sports Park (Sports Park) emphasis is to provide a premier venue for amateur adult and youth softball. The League and Tournament Coordinator is responsible for the coordination of league play at Sports Park for adult softball, adult volleyball, youth softball, baseball, flag football, and soccer or any other sports that are appropriate for use of the Mike Jacob Sports Park facilities including any field rentals for practices on the six softball fields, the multi-use field and the four volleyball courts.
2. The scheduling, coordination and communication with teams and administration for all league and weekend tournament play operations at the Sports Park.
3. Responsible for marketing and promotion of league play and tournament play.
4. Responsible for timely communication and coordination with Pima County staff, with Concession Stand Coordinator, and with teams/managers/coaches/players on any and all issues that impact the users of the park, the Concession Stand Coordinator and his/her staff, and Pima County employees. This includes timely reporting of any vandalism, accidents, and/or incidents utilizing the provided Pima County reports.
5. Establish and have regularly scheduled meetings with an advisory team made up of league players/coaches.

6. Responsible for providing Pima County with a copy of audited financial statements on an annual basis (based on a fiscal year that starts on July 1 and ends on June 30 of each year) and/or as requested by Pima County.
7. Responsible for maintaining financial records for all activities associated with the operation of the League and Tournament Coordination at Sports Park separate from the financial activities of any other business enterprise that the League and Tournament Coordinator may also be engaged in.
8. The League as necessary to discourage vandalism, theft, or robbery.
9. Any issues not consistent with the approved agreement or other uses of Sports Park beyond approved recreational activities must receive prior written approval from the Pima County Natural Resources, Parks and Recreation Director.

**Personnel:**

1. Responsible for the hiring and scheduling of League and Tournament Coordination staff.  
The League and Tournament Coordinator will comply with all federal, state, and local labor laws related to payroll, minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and workers' compensation.
2. The League and Tournament Coordinator shall screen for and not hire employees who have been convicted of crimes involving sex, the trafficking of illegal drugs, endangering public health, or committing felonies that affect one's fitness or trustworthiness in the provision of league and coordinator services to the public. The County may require the League and Tournament Coordinator to provide a list of all employees with their names, dates of birth, and social security numbers to the County within five days after any employee is hired along with a completed form, signed by each employee, authorizing a

criminal background check for the aforementioned crimes. The League and Tournament Coordinator shall be solely responsible and liable for the safety, injury and health of its working personnel while its employees are performing services pursuant to the conditions described in this document.

3. Responsible for maintaining an alcohol and drug-free workplace. Possession, use or being under the influence of alcohol or controlled substances by employees of the League and Tournament Coordinator (including during any breaks) is strictly prohibited.
4. All employees shall be clean, well groomed, and appropriately dressed at all times when on duty.
5. All employees shall exhibit proper decorum including the use of language and social behavior.

#### **Leagues/Teams:**

1. The sanctioning and registration of players, teams and officials.
2. All organized sport teams to be registered by a sanctioning body such as USSSA or ASA. League and tournament play shall be scheduled in such a way that provides equal opportunity for playing time to all major sanctioning bodies with softball being the Sports Park's primary sport scheduled on the six softball fields.
3. Adult Softball league play shall be provided by the Coordinator for a minimum of three nights a week. Formats for league play and for other age groups will be provided by ASA, USSSA, NSA, etc.

#### **Umpires/Employees/Tournament Directors/Teams/Tournaments:**

1. Annual local high school softball tournaments shall be given priority in scheduling tournaments. There shall be a minimum of three (3) such tournaments as demand dictates.
2. Provision of and payment to all game umpires in accordance with all applicable labor laws.
3. The scheduling of umpire clinics on an annual basis, or as needed, for the various leagues provided, and ensuring that all newly hired umpires are thoroughly trained on the applicable rules and regulations of the various sanctioning bodies (USSSA, ASA, etc.), as well as Sports Park conduct and behavior rules.
4. Establish, post, and enforce Rules of Conduct for umpires and for Tournament Directors and their agents. A draft of the Rules of Conduct shall be submitted to NRPR's Operations Division Manager for review and approval prior to posting.
5. The designation and posting of the name of the Head Umpire at the clubhouse near the entrance, during league and tournament play and the means of contacting this individual.
6. The provision to teams/managers/coaches/players of league/tournament regulations, rules of conduct, and information on bats allowed.
7. The County will NOT provide or hire any permanent and/or Intermittent Umpires or Tournament Directors.

**Season/Hours:**

1. Standardize season for softball and baseball (10 regular season games and single-elimination tournament). Exceptions to these timeframes must receive prior written approval from the NRPR Operations Division Manager.
2. Mike Jacob Sports Park will be closed for three consecutive weeks starting in early October of each year. That will not happen in this year (2009), however. League and

Tournament Coordinator will coordinate which three consecutive week period the park will be closed, with the Concession Stand Coordinator and the NRPR Operations Division Manager.

3. Rain and/or other weather related concerns: Pima County will provide a recommendation if fields are playable for league and tournament play.
4. Tucson/Pima County Outdoor Lighting Code 601.3 Curfew requirements.

All events shall be scheduled so as to complete all activity before the curfew listed in the below Table 601.3. Illumination of the playing field, court or track shall be permitted after the curfew only to conclude a scheduled event that was unable to conclude before the curfew due to unusual circumstances.

Table 601.3: Sport Facility and Display Lot Curfews

<u>E3</u>	<u>E3a</u>	<u>E2</u>	<u>E1b or c</u>	<u>E1a</u>
<u>12:00 A.M.</u>	<u>11:00 P.M.</u>	<u>11:00 P.M.</u>	<u>10:00 P.M.</u>	<u>X</u>

Sports Park is in E3, so the curfew is 12:00 a.m.

**Supplies:**

1. Provide roster books to each individual team and for each league.
2. Provide umpires with supplies including line-up cards, clipboards, and umpire game sheets, which are to be turned in at the end of each evening for league play and after each game during tournament play to the appropriate person assigned by the League and Tournament Coordinator.
3. Responsible for providing the necessary supplies to operate the leagues including, but not limited to: game balls, awards, t-shirts, office supplies, etc.
4. Team awards for 1<sup>st</sup> and 2<sup>nd</sup> place teams for leagues and tournaments.

5. Portable Pitching Mounds - The League and Tournament Coordinator will be solely responsible for providing their own pitching mounds and for their placement, removal, storage, repair and replacement. No Permanent Pitching Mounds will be installed on the existing softball fields.

**Fees:**

1. Individual awards for members of the 1<sup>st</sup> place team for leagues operated by the Sports Park's League and Tournament Coordinator.
2. A fee for admission in to the park may be charged for both regular League and Tournament play if the respondent feels that such a fee is necessary in order to meet the baseline revenue requirements. Children 12 years of age or younger shall be allowed in to the park for free. Any fee charged shall not be excessive and shall be in line with what similar venues in the Tucson/Phoenix area charge.
3. The league fees and any increases associated with those fees shall be submitted to and approved by the Pima County Natural Resources, Parks and Recreation Commission and the Board of Supervisors prior to implementation by the Coordinator. (Tournaments are exempted from a fee schedule.)
4. Fees will be payable to Pima County on a monthly basis and will constitute the basis/method for meeting the baseline annual revenue requirement of \$200,000. For the first year of operation these revenue projections will be prorated based upon when the Mike Jacob Sports Park reopens.

**Maintenance:**

1. League Coordinator shall be responsible for the maintenance of the Sports Park ball fields and volleyball courts when PC NRPR staff is not scheduled to work. NRPR staff will be scheduled to work eight hour shifts from 6:00 am to 2:30 pm (Summer/Spring Schedule) or 7:00 am to 3:30 pm (Fall/Winter Schedule) Monday – Friday (except on holidays) recognized by Pima County or any approved furlough days). All Park facilities shall be maintained in a first-class manner by the League and Tournament Coordinator to ensure cleanliness, health and safety standards of similar facilities within the community. This includes the maintenance of the ball fields, i.e. dragging, watering and lining of fields, along with the necessary supplies and equipment to complete these tasks, i.e. (drag, gypsum, rakes, golf-cart, etc.). This also includes the emptying of garbage cans on a nightly basis and the maintenance of the cleanliness of the bathrooms. The League Coordinator shall be responsible for procuring and maintaining (at his/her sole expense) any and all of the equipment and supplies that are required to accomplish the tasks outlined above.
2. Training will be provided by Pima County for field maintenance. Arrangements must be made with the PC NRPR's Sports Park manager two weeks in advance. All staff that will be preparing the fields shall attend a training provided by Pima County.
3. The lockable garage located at the Funspot at the Mike Jacob Sports Park (8' wide x 22' long) will be made available to the League and Tournament Coordinator for storing any required equipment and supplies.
4. The League and Tournament Coordinator shall be solely responsible for weekend, holiday and evening maintenance of the fields and the related support facilities. The County will

- provide training for field upkeep/maintenance upon request from the League and Tournament Coordinator.
5. League and Tournament Coordinator will be solely responsible for closing and securing the locks at the Sports Park complex on the days of operation and opening the complex on days that the Pima County Natural Resources, Parks and Recreation staff are not scheduled to work.
  6. The County shall pay for the cost of existing utilities, including electricity, water, and waste disposal.
  7. Responsible for providing Pima County with full contact information for all League and Tournament Coordinator employees who have been provided with keys to the facility. Duplicate keys may only be obtained through Pima County, and there will be a \$25.00 per key charge for any lost keys. The League and Tournament Coordinator will be responsible for reimbursing PC NRPR for replacing any locks or rekeying any locks due to the losing of any keys. Pima County will retain the privilege of access to the entire facility for routine maintenance, inspection and emergencies. At no time shall the League and Tournament Coordinator restrict or prohibit entry by County staff into any part of the Sports Park facility.
  8. The League and Tournament Coordinator may not install advertising signs without the prior written consent of the Pima County Natural Resources Parks & Recreation Director.
  9. Responsible for displaying signs at the main Sports Park office that list the full legal name of the League and Tournament Coordinator, authorized contact for the company, and phone number. Signage shall be placed in a location that will be seen by the public.
  10. Currently, there are six softball fields with four working score boards. The Coordinator may replace the two non-working score boards at their expense and in coordination with NRPR

staff. Upon termination of the contract all permanent improvements to the park will become the property of Pima County including the scoreboards. The Coordinator shall solely be responsible for the maintenance and repairs of the scoreboards and the electronic control consoles. NRPR will be responsible for the maintenance and repairs of the power source and connections to the scoreboards. The fields are designed to accommodate softball, but when the fields are available, baseball can also be accommodated with no greater than a 70' base distance used for the ball fields. Portable pitching mounds will need to be used in order to offer baseball, and those mounds must be purchased, maintained, installed and removed by the League and Tournament Coordinator at their sole expense.

11. The Batting Cage is currently inoperable. The League and Tournament Coordinator may, at their own expense, and in coordination with PC NRPR staff, elect to repair and/or upgrade the Batting Cage.
12. PC NRPR staff will be responsible for maintaining the children's playground equipment at the Sports Park.
13. The League and Tournament Coordinator will report to Pima County Natural Resources any repairs that need to be addressed by the agency, as soon as possible in writing.

**Rules of Conduct/Security:**

1. General Rules of Conduct for Sports Park are to be developed and posted throughout the complex. A draft of the Rules of Conduct shall be submitted to NRPR's Operations Division Manager for review and approval prior to posting.

2. League and Tournament Coordinator staff is responsible for the enforcement of all Sports Park rules and regulations and will provide security and general customer service for the Sports Park complex.
3. The League and Tournament Coordinator shall be responsible for making sure that random bag checks for leagues and tournaments is done. Only clear, unopened bottles of water may be brought into the park. Alcoholic beverages, sports drinks, food items, knives, firearms and/or other weapons are not permitted to be brought in to the park under any circumstances unless otherwise permitted by Arizona State statutes and Pima County Board of Supervisors' Policy.
4. The League and Tournament Coordinator, the Concession Stand Coordinator and the Pima County NRPR Sports Park Manager will develop a plan for authorized vehicles that need to drive into the Sports Park off the designated roads and parking areas for deliveries and other operational needs that shall include designate routes of travel, staging areas, and designated temporary parking areas.

**Office Space:**

1. Computers, fax machines, credit card machines, phone service agreement and the copiers shall be provided by the Coordinator(s). NRPR will provide the office furniture that is currently in place, as well as an office safe (see **Attachment E**).
2. The lighting control panel and the PA system are fixtures and will also be left. Any repairs or upgrades to the PA system will solely be the League and Tournament Coordinator's responsibility.
3. The Coordinator(s) shall be responsible for transferring the billing for the phone and the internet service for the Sports Park main office into their name(s).

**Advertising:**

1. The only advertising that is allowed at this time is advertising on the exterior of the concession stand – and only for items that are sold at the concession stand. If and when the County identifies an avenue for allowing additional advertising at Sports Park the contract(s) will be amended to allow for such.

**TRANSITION:**

At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, the CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

**End of Attachment A—Scope of Services: Group 1 – League and Tournament Coordinator**

## Attachment B—Scope of Services

### Group 2: Concession Stand Coordinator Services

The responsibilities of the Sports Park Concession Coordinator shall include, but are not limited to, the following:

#### General Coordination Services:

1. Responsible for operating the Mike Jacob Sports Park concession stands during all scheduled League and Tournament Play. General hours of operation will be established in conjunction with the League and Tournament Coordinator and may vary based upon seasons and weather. If the Concession Stand Coordinator fails to open the concession stand for any required event, the County may, at the County's option, charge the Concession Stand Coordinator a minimum \$500 penalty fee. Additional penalty fees and charges may be assessed against the Concession Coordinator as identified and proven by the County or League and Tournament Coordinator. It shall be considered breach of contract for repeated failure to open concessions during scheduled League and Tournament play.
2. Responsible for the staffing of each of the two concession stands that are located at Sports Park. The Concession Stand Coordinator will comply with all federal, state, and local labor laws related to payroll, minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and workers' compensation.
3. The Concession Stand Coordinator shall screen for and not hire employees who have been convicted of crimes involving sex, the trafficking of illegal drugs, endangering public health, or committing felonies that affect one's fitness or

trustworthiness in the provision of food services to the public. The County may require the Concession Stand Coordinator to provide a list of all employees with their names, dates of birth, and social security numbers to the County within five days after any employee is hired along with a completed form, signed by each employee, authorizing a criminal background check for the aforementioned crimes. The Concession Stand Coordinator shall be solely responsible and liable for the safety, injury and health of its working personnel while its employees are performing services pursuant to the concessions described in this document.

4. All employees working in the concession stands shall be clean, well groomed, and appropriately dressed at all times when on duty.
5. Responsible for maintaining an alcohol and drug-free workplace. Possession, use or being under the influence of alcohol or controlled substances by employees of the Concession Stand (including during any breaks) is prohibited.
6. Responsible for the provision of a variety of quality food and beverage items for sale to patrons of Sports Park.
7. Responsible for the proper posting of all prices related to the menu items being sold.
8. The sale of beer and wine shall be allowed in accordance with all applicable State Laws and State of Arizona Department of Liquor Licenses and Control rules and regulations. Pima County reserves the right to prohibit sales of alcoholic beverages at any particular event. Pima County will obtain a series 05 government liquor license in the name of Pima County for Sports Park. The Sports Park Concession Stand Coordinator may sell beer and wine under the government license issued to Pima County. However, the Concession Stand

Coordinator shall use its best efforts to obtain its own Series 07 liquor license during the term of the Contract, which shall include (i) entering the lottery for such licenses whenever the lottery is held, (ii) using its best efforts to acquire a license by resale, and (iii) applying for a license in the event that a license become available directly from the State of Arizona. The Coordinator will demonstrate their effort by submitting evidence in writing to NRPR every two (2) months.

9. Responsible for ensuring that all Concession Stand staff is and remain trained and certified in accordance with all Title IV liquor law training requirements.
10. No glass bottles or containers shall be allowed in Sports Park.
11. Responsible for providing the necessary supplies to operate the concession stands (office supplies, perishable items, non-perishable items, paper products, cleaning supplies, etc).
12. The Concession Stand Coordinator shall obtain and maintain all required operating and health permits. Approved health permits shall be posted prominently where customers can view them. Copies shall be submitted to NRPR for the agency's file.
13. Responsible for timely communication and coordination with Pima County staff and with League & Tournament Coordinator on any and all issues that impact the users of the park, the League and Tournament Coordinator and his/her staff and Pima County employees.
14. Responsible for providing Pima County with a copy of audited financial statements on an annual basis (based on a fiscal year that starts July 1 and ends on June 30) and/or as requested by Pima County.

15. Responsible for maintaining financial records for all activities associated with the operation of the Concession Stands at Sports Park separate from the financial activities of any other business enterprise that the Concession Stand Coordinator may also be engaged in.
16. The Concession Stand Coordinator shall collect and secure all monies as necessary to discourage vandalism, theft, or robbery.
17. Responsible for opening, closing and securing the locks or security devices at the Sports Park Concession Stands. If the League & Tournament Coordinator staff has left for the day/night, concessions staff will be responsible for closing both the concession areas and securing the Sports Park entrance gate locks as well as turning off all lighting and electrical equipment as appropriate.
18. Responsible for the maintenance of the Sports Park concession stands in accordance with all applicable health and safety laws and standards. This includes, but is not limited to, the cleaning/maintenance of the concession stands (inside and outside), and the provision of all the necessary supplies and equipment to complete these tasks. The Concession Stand Coordinator will be required to pick up all trash within 50 feet of the concession stand and place said trash in trash receptacles. The Concession Stand Coordinator shall solely be responsible for depositing all trash disposed of into receptacles within the concession stand in the appropriate trash dumpster.
19. See attached **Attachment F for the Fixed Equipment** inventory listing for North Pub, South Pub, and Office Space. Pima County staff will be responsible for the maintenance of the walk-in cooler, the air conditioning, the evaporative coolers, and the electrical supply to the various buildings, and the exterior of the buildings.

All fixed equipment (pizza ovens, ice machines, refrigerators, etc) will be handed over to the Concession Stand Coordinator in working condition and must be returned to the County upon completion of this contract in the same condition. It will be the sole responsibility of the Coordinator to repair, replace, and/or, throughout the life of this contract, maintain all of the concession stand equipment in proper working order including making any and all necessary repairs to keep equipment operational and in accordance with all applicable health department rules and regulations.

20. Responsible for notifying Pima County within 24 hours, Monday through Friday, of the mechanical failure of any of the fixed equipment.
21. Any changes or alterations to any of the concession stand locations shall be made only (1) after express, written approval of the Pima County NRRP Director and (2) at the sole expense of the Concession Stand Coordinator. Any changes to fixtures or the real property of the facilities will become the sole property of the County and, upon termination of the contract will revert to the County's sole control.
22. The County shall pay for the cost of utilities, including electricity, water, and waste disposal.
23. Responsible for the posting and enforcement of all Sports Park rules of conduct and use, regulations and general customer service appurtenant to the Sports Park concession areas.
24. Responsible for providing Pima County with full contact information for all Concession Stand employees who have been provided with keys to the facility. Duplicate keys may only be obtained through Pima County, and there will be a \$25.00 per key charge for any lost keys. The Concessions Coordinator will be

responsible for reimbursing PC NRPR for replacing any locks or rekeying any locks due to the losing of any keys. Pima County will retain the privilege of access to the Concession Stands for routine maintenance, inspection and emergencies. At no time shall the Concession Stand Coordinator restrict or prohibit entry by County staff into any part of the Concession areas.

25. Responsible for displaying signs at each concession stand that list the full legal name of the Concession Stand Coordinator, authorized contact for the company, and phone number. Signage shall be placed in a location that will be seen by the public.
26. Any issues not consistent with the approved agreement or other uses of Sports Park beyond approved Concessionaire Coordinator activities must receive written prior approval from the Pima County Natural Resources Parks & Recreation Department Director.
27. Sports Park will be closed for three consecutive weeks starting in early October of each year. That will not happen in this year (2009), however. Concession Stand Coordinator shall coordinate which three consecutive week period the park will be closed with the League and Tournament Coordinator and NRPR Division Manager.
28. The League and Tournament Coordinator, the Concession Stand Coordinator and the Pima County NRPR Sports Park Manager will develop a plan for authorized vehicles that need to drive into the Sports Park off the designated roads and parking areas for deliveries and other operational needs that shall include designate routes of travel, staging areas, and designated temporary parking areas.

29. Tucson/Pima County Outdoor Lighting Code 601.3 Curfew requirements. All events shall be scheduled so as to complete all activity before the curfew listed in the below Table 601.3. Illumination of the playing field, court or track shall be permitted after the curfew only to conclude a scheduled event that was unable to conclude before the curfew due to unusual circumstances. Table 601.3: Sport Facility and Display Lot Curfews

E3	E3a	E2	E1b or c	E1a
12:00 A.M.	11:00 P.M.	11:00 P.M.	10:00 P.M.	X

Sports Park is in E3, so the curfew is 12:00 a.m.

30. **Bar-b-Q Grill:**

The Concessionaire will be responsible for the maintenance of the portable grill. Pima County will not be responsible for the replacement of the grill, however, the Concessionaire may, at their own expense, replace it. The concession coordinator is also responsible for any applicable health permits to operate this grill.

31. **Menu Boards:**

The menu boards are available for use by the contractor – the County will install them, but will not be responsible for their content, their updating, and condition or for its repair.

32. **Office Space:**

Computers, fax machines, credit card machines, phone service contract(s), and copiers shall be provided by the new Coordinator(s). The Concessions Stand

Coordinator will be responsible for setting up any required office space within the concession areas assigned to him/her on the second floor at his/her own expense. Any permanent improvements must be approved by the Pima County Natural Resources, Parks and Recreation Director. NRPR will provide a safe for usage by the Concession Stand Coordinator.

**33. Advertising:**

The only advertising that is allowed at this time is advertising on the exterior of the concession stand – and only for items that are sold at the concession stand. If and when the County identifies an avenue for allowing additional advertising at Sports Park the contract(s) will be amended to allow for such.

**TRANSITION:**

At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, the CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

**END OF ATTACHMENT B: Scope of Services – Concession Coordinator**