

SHELBY COUNTY
DEPARTMENT OF FACILITIES & GENERAL SERVICES
P.O. BOX 467
COLUMBIANA, ALABAMA 35051
PHONE: (205) 670-6461, EMAIL: RPRINCE@SHELBYAL.COM

REQUEST FOR PROPOSAL (RFP) – CONCESSIONS OPERATION

TRANSMITTED BY EMAIL AND POSTED ON COUNTY E-BID SYSTEM

Shelby County is accepting proposals for concessions operation at the two full service concession stands located at Heardmont Park for a period of 1 year with the option to renew up to an additional 2 years.

Sealed Proposals: Vendor will deliver one original and one copy sealed proposal using the enclosed form to the following address:

Shelby County Department of Facilities and General Services

280 McDow Drive
P.O. Box 467
Columbiana, AL 35051

RFP Deadline is September 5, 2017 at 10:00 A.M.

All proposals must be sealed and marked in the lower left hand corner "**BID – CONCESSIONS RFP**".

The awarded Contractor must provide Immigration Law Compliance Documents found on the Shelby County website at www.shelbyal.com.

All questions concerning this RFP must be submitted in writing to Reed Prince at rprince@shelbyal.com by or before **3 P.M. on August 25, 2017**. All responses to written questions will be provided by email to all potential bidders.

Thank you for your interest in Shelby County.



Alex Dudchock
County Manager

PROPOSAL

- Definitions:** “County” - Shelby County
“Bidder” - A business submitting a proposal to Shelby County
“Contractor” - one who contracts to perform work or furnish materials in accordance with a contract
“Park” - Heardmont Park and potentially other locations

Purpose of Proposal:

The purpose of this Request for Proposal (RFP) is to invite qualified businesses to submit proposals to become the exclusive Contractor for concessions operations at Heardmont Park.

Project Details:

I. Project Background

Shelby County and the Shelby County Park and Recreation Authority manage recreation activities and athletic fields at Heardmont Park. The Park, located in Shelby County, covers 74 acres and includes 9 baseball/softball fields, 3 soccer fields, playground facilities, walking trails, 4 lighted tennis courts, 1 pickle ball court, cross country course and a senior center located within the park.

1 (one) full service concession facility is located in the front within the Senior Community Center and 1 (one) full service concession facility is located in the rear near the 5A, B, C & D baseball fields.

II. Proposals

County desires to receive proposals from qualified bidders. It is the intent that County will select the qualified bidder with the most advantageous proposal and enter into an agreement addressing the applicable terms and conditions.

In return for exclusive right to provide all food and beverage concessions at the 2 designated concessions areas within the Park, it is expected that the bidder's proposal will include certain considerations such as; payment to the Shelby County Park and Recreation Authority (SCPARA) two times per year at the end of the Spring and Fall seasons, based on a percentage of net sales. The payment will be distributed to the lead park tenants.

Proposal Terms:

The following items are considered minimum proposal terms to be included in each proposal;

- A. **Term:** The target date for this agreement to start is September 10, 2017 or sooner for an initial term of 1 year. The goal is to execute an agreement as soon as possible. The term may be extended upon approval by the parties.
- B. **Product Pricing:** Specify pricing review and adjustment or related protocols or schedules

- C. **Equipment and supplies:** Contractor will have access to and use of concessions equipment and utensils at the 2 currently existing Heardmont Park concessions areas. Limited access to the Senior Center kitchen will be allowed and coordinated through County. Contractor shall visit the concessions areas to exam existing county equipment prior to submitting his proposal.
- D. **Contractor Qualifications:** Bidder's proposal will list qualifications, years in business, staff profile and experience
- E. **Operations:** Contractor will comply with all laws, codes, rules, regulations, and industry standards. All workers will be contractor employees.
- F. **Permits:** Contractor will obtain all required permits, licenses and pay associated fees.
- G. **Accounting:** Contractor shall use industry standard accounting practices and will make sales records available to County as requested. County shall have access to records for audit if requested.
- H. **Insurance:** Contractor shall maintain general liability insurance in the minimum amount of \$1,000,000, and will name Shelby County Parks and Recreation Authority, Shelby County, its officers, agents, employees as additional insureds. Prior to concessions activities beginning contractor will provide certification of insurance to county.
- I. **Pouring Rights:** The county has entered into a "Pouring Rights" agreement for drinks and concessions supplies. The contractor will comply with and honor this agreement.
- J. **Products:** The contractor is responsible for all products offered for sale.
- K. **Pricing:** Contractor shall provide the product pricing plan to the SCPARA prior to each season.

Contract Award:

County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which the County and SCPARA may consider. County intends to award a contract following the evaluation of the details of each response. County and SCPARA reserve the right to consider proposals for modifications at any time before a contract is executed.

Contract Terms:

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to the County and/or SCPARA:

- A. The contractor will protect, defend and indemnify Shelby County, SCPARA, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, injury or death to any persons, including property owned or in the care, custody or control of Shelby County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.
- B. **Termination:** Either party may terminate the contract by giving ninety (90) days written notice to the other party.
- C. The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.
- D. Please outline any terms or conditions that you want to be considered in the drafting of the agreement.

2017 CONCESSIONS OPERATION

PROPOSAL FORM

September 5, 2017

Bidder Information:

Name: _____ FED ID NUMBER _____

Address: _____

Bidder Experience: Please attach a resume and list of references

Company Contact Information:

Contact Person: _____

Email: _____

Phone: _____ Cell: _____

Proposed Percentage (%) Commission Payment based on Gross Sales:

Commission Rate: _____ %

Proposed Equipment to be provided to concession locations:

Outline any Special Requests or Considerations for the Property or Operations:

Signature of Company Official: _____

Print Name of Company Official: _____

Date of Execution: _____