



William Isley, Jr. Mayor
Kelli Lee, City Clerk

Belinda Crappet, Chief of Police
Richard Harvey, Chief of Fire and Rescue
Earl Peoples, Superintendent of Public Works

INVITATION TO BID FOOD AND BEVERAGE CONCESSION OPERATION

February 7th, 2020

To Whom It May Concern:

Sealed proposals for Food and Beverage Concessions Operation Services will be received by the undersigned until 10:00 a.m. February 21st at Springville City Hall – 160 Walker Drive, Springville AL 35146. The proposals will be opened by City officials for review at that time. Proposals may be hand carried or mailed; however, it is the responsibility of the proposers to assure that proposals are received no later than 10:00 A.M. on the date indicated above. Proposals received after this time and date will not be considered.

Site Visit – Proposers are urged and expected to inspect the sites where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute ground for a claim after award of the contract. Interested proposers shall contact Ashley Hay, at (205) 467-0265.

Ambiguities – In the event any proposers believe there to be any ambiguity in interpretation of the provisions of this solicitation, they should seek an explanation, before proposing, from the Parks and Recreation Director.

The City of Springville reserves the right to reject any or all proposals and the right to make an award in the best interest of the City of Springville.

No oral, telephonic, telegraph, facsimile proposals, modifications or alternate proposals will be considered. Proposals will not be considered from firms, individuals or the same owners of separate companies submitting more than one proposal.

Questions regarding this solicitation may be directed to telephone number (205)467-0265 and should be presented prior to proposal opening.

On the submission please mark on the outside of the envelope “Springville Parks and Recreation – Concession Stand Bid”

Sincerely,

Ashley Hay
Parks and Recreation Director

SPECIFICATIONS
Request for Proposal
Food and Beverage Service Contract

Purpose:

The City of Springville Parks and Recreation Department desires to contract Food and Beverage Concessions Operation Services. Facilities are to include, but not limited to, Springville Baseball Complex at 101 Camp Road (main concession and softball concession) and Springville Youth Complex at 400 Springville Station Rd (football concession).

Description:

Services will include sale of food, popcorn, candy, etc. and other approved and appropriate items, and non-alcoholic beverages (Coca-Cola products only, coffee, water, etc). City has the right to final approval of quality of food to be sold in the concessions stands.

Operations:

Food and Beverage Contractor (F & B Contractor) will be a provider for public functions at the above locations when games are scheduled.

Specifications:

F & B Contractor must provide the following:

- a. All food service equipment, in good, safe, healthy and operable manner, and personnel
- b. Warmers
- c. Warm beverage containers and dispensers
- d. Any and all other elements necessary to conduct business
- e. Health Department Inspections
- f. Concession and Bathroom cleanliness
- g. Ability to obtain City of Springville Business License.
- h. List of names Keys or Codes are issued to
- i. Background check on all workers

Provided:

- a. The City of Springville will provide concession areas at each location, utilities, and building repair and maintenance.
- b. Stand up coolers for the explicit sell of Coca Cola product.
- c. Fire Inspection
- d. Existing equipment that is located within the Concession Stand Areas; however, all food service equipment will be maintained and serviced by F&B Contractor.

Submittal:

- a. All bids must be sealed and clearly marked "Food and Beverage Concessions Operation Services – Parks and Recreation"
- b. Cover Letter signed by the principal and responsible contact with all company information, relevant experience and references.

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- c. Financial offer to the City of Springville – Parks and Recreation Department for food and beverage rights at the various locations shall be in the form of a monthly lease payment based on a percent of revenue as follows:
 - a. Food and Beverage %
 - b. Sample of proposed contract.

Evaluation:

The City of Springville Parks and Recreation Department will evaluate all proposals based on, but not limited to:

1. Company qualifications, experience, and reputation
2. Quality of product(s) and service
3. Proposed financial arrangement

Award:

The City of Springville may consider any additional information provided or other relevant factors in its decision make process. The City of Springville reserves the right to accept or reject any and all proposals and award not solely on price, and based on what is deemed to be in the best interest of the City of Springville.

Notes:

1. A bond in a reliable surety company authorized to do business in the State of Alabama and doing business through an agent residing in City of Springville, Alabama must be given successful proposer; such bond shall be for the sum of one hundred percent (100%) of the contract price conditioned for the prompt and faithful performance of all terms of the contract. Such bond will be required before the start of work by the successful proposer.
2. The successful proposer shall carry appropriate insurance on its employees, products, and property, including Workers' Compensation and general liability in the minimum amount of \$1,000,000.00 per occurrence with aggregate of \$2,000,000.00 and shall name the City as an additional insured on such general liability policy and provide proof thereof.
3. In the event that any lawsuit is filed against the City of Springville, its elected officials, employees, and/or agents based on or containing any allegations concerning any food related complaint or the performance of its employees, agents, subcontractors or assignees, the successful proposer shall understand that they may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgment rendered against them in a Court of Law. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by their parties.
4. The successful proposer shall agree to indemnify and hold harmless the City of Springville, its agents, servants, and employees for any and all claims, actions, lawsuits, damages, judgment, or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of food services provided by the successful proposer, it being the express understanding of the parties hereto that the successful proposer shall provide the actual food service program. City of Springville shall promptly notify the successful proposer of any incident, claim, or lawsuit of which City of

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Springville becomes aware and shall fully cooperate in the defense of such claim, but the successful proposer shall retain sole control of the defense while their action is pending, to the extent allowed by law.

Notwithstanding the foregoing, City of Springville shall agree to indemnify and hold harmless the successful proposer, its agent's and servant's employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liability of any kind arising out of the negligence of the City of Springville or their employees.

5. The City of Springville reserves the right to accept or reject any or all proposals within a minimum of 30 days after proposals are opened.
6. Proposers making exceptions to the proposal specifications which require the City of Springville to make modifications or add items necessary to meet specifications with in-house or by contract may have the costs involved added to their price proposal.
7. Hours of Operation:
The hours of operation will be in coordination with the City of Springville game schedule provided by the Springville Parks and Recreation Department.
8. Utilities:
The City of Springville will pay for the utilities at the Concessions Stands.
9. Maintenance:
General maintenance of the concession area required by normal usage will be provided by the Vendor and will include but not limited to: cleanup of the concession stand floors, walls, counters, equipment, and the general area of the stand. Bagged garbage must be disposed of by the Vendor in a dumpster on the site. The Vendor will be responsible for the repair of any damage caused by the operation of the concession stands. There will be an initial walkthrough of the concession stands with both parties signing off on facility conditions and a follow-up at the conclusion of the season.
10. Equipment:
The current equipment in the concessions may be used, but any additional equipment or replacement equipment needed during the year will be provided and maintained by the Vendor. A food/truck/trailer may be used to provide services with the truck/trailer being approved for placement by the City.
11. Merchandise:
The Vendor will submit a list of articles to be sold to the City of Springville Parks and Recreation Department for approval prior to selling them. All prices will be posted in full and open view of the public. Glass containers will be prohibited. The Vendor will also provide the City of Springville Parks and Recreation Department with a markup list for all items. In no event shall Vendor serve any alcoholic beverages.
12. Health Inspection:
The Vendor will be responsible for meeting all Health Department requirements for the operation of the concession stands and payment for any fees associated with the Health Inspection. Any licenses or inspection results should be clearly posted in all concession facilities. In the event the Vendor receives any reports, inspections and/or complaints from the health Department, Vendor shall promptly and within 5 days provide such documents to the City. The City can request to review any and all records related to the health and safety of the operation of the

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concessions at any time. The Vendor shall produce any and all such related records to the City within 5 days of any such request.

13. Taxes:

It is the responsibility of the Vendor to meet all tax and license requirements including a valid City of Springville Business License, employee related taxes, FICA, and any other federal, state or local taxes which may become payable as a result of this Proposal.

14. Other Miscellaneous Actions:

The Vendor shall be responsible for cleaning the bathrooms during games, tournaments, etc. and disposing the trash in the dumpsters provided.

The Vendor shall comply with any all laws concerning the handling, selling, and disposal of food and beverage products and by-products.

15. PLEASE NOTE SPECIAL PROVISIONS ATTACHED:

16. INCOMPLETE PROPOSAL BONDS AND UNSIGNED PROPOSAL FORMS WILL BE CAUSE FOR DISQUALIFICATION OF A PROPOSAL.

17. Contact period will be for a three (3) year period from the date of award.

18. This contract may canceled for the convenience of either party, by either party giving ninety(90) days notice to the other party.

19. VENDORS SHOULD PROVIDE ONE ORIGINAL PRINTED HARDCOPY, CLEARLY IDENTIFIED AS SUCH, AND ONE(1) COPY OF THEIR BID.

20. The vendor will be responsible for hiring and firing employees and providing all employees of the Food and Beverage Concessions Operation and that in no event shall Vendor's employees be deemed an employee of the City. Further, Vendor agrees to comply with any and all State and Federal Employment Laws, including but not limited to Child Labor Laws.

21. Please provide us with the percentage you plan on giving back to the city for being awarded this contract. _____% of gross sales. This payment will be due on the 21st of each month. Check made out to the City of Springville and delivered to PO Box 919, Springville, AL. 35146 c/o Ashley Hay. A copy of that months gross sales receipts must be accompanied with the check.

For additional information, contact Ashley Hay at 205-467-0265.

2/7/2020

I, Ashley Hay, Parks & Recreation Director of the City of Springville, Alabama, hereby certify the foregoing bid has been posted in accordance with the law.

POSTED AT THE FOLLOWING LOCATIONS:

SPRINGVILLE CITY HALL _____ WITNESS

SPRINGVILLE POST OFFICE _____ WITNESS

SPRINGVILLE WATER WORKS _____ WITNESS

P. O. Box 919, 160 Walker Dr, Springville, Alabama 35146
205-467-6133