



Issue Date: June 14, 2023

Tuscaloosa County Park & Recreation Authority Request for Proposal – Concession Services

Tuscaloosa County Park & Recreation Authority (“PARA”) requests proposals to furnish concession services. Sealed proposals will be accepted until 10 am CST on Tuesday, July 18, 2023, at the PARA Administration Building at 614 Greensboro Avenue, Tuscaloosa, AL 35401. Place your proposals in a sealed envelope marked, “Concessions Services RFP #01-23 – Attention: Adrian Cleckler”. All proposals shall be good 60 days from the due date.

SERVICE TO BE PROVIDED

The selected vendor shall be an experienced food service provider. The vendor shall provide healthy choice options, high-quality food, snacks, and non-alcoholic beverages. PARA has an exclusory pouring contract with Buffalo Rock. PARA reserves the right to enhance concessions at large events by contracting with food truck vendors. Athletic game schedules and a large event schedule will be provided to the vendor.

EXAMINATION OF SITES

The proposer is encouraged to visit each location to become acquainted with the available space, facilities, and all other conditions affecting the provision of services. No additional compensation or relief from any contract obligations will be granted because of a lack of knowledge of the site or the conditions under which the services will be provided.

This RFP consists of operating and managing concessions at the following locations:

- 1. Bowers Park Ballfield Complex**
Two concession facilities
2101 Bowers Park Drive
Tuscaloosa, AL 35405
- 2. Sokol Park South Ballfield Complex (includes Football Fields)**
Three concession facilities
5901 Watermelon Road
Northport, AL 35473
- 3. Sokol Park North Ballfield Complex (includes Ray Jenkins Horse Arena)**
Two concession facilities
6198 Watermelon Road
Tuscaloosa, AL 35406

SELECTION CRITERIA

The ultimate objective of this RFP is to provide dependable concession services with a reasonable rebate fee paid to PARA. Proposers are encouraged to be creative with their proposals. Accordingly, PARA will select the successful proposer after evaluation of the following RFP elements:

1. Sale Price of Products - Competitiveness of pricing for food and beverages.
2. Quality of Products and Service - Quality of food and beverages offered and potential of Proposers to provide quality service.
3. Experience/References - Experience/performance on similar contracts with other public or private entities.
4. Financial Percentage for PARA - a monthly percentage paid to PARA by the second Monday of every month.

SUBMISSION REQUIREMENTS

Each RFP shall contain the following:

1. A written narrative describing how the Proposer will most cost-effectively satisfy the contract's requirements.
2. A reference list of clients for whom they have performed similar services.
3. The Proposer's experience in providing the same or similar services. This description should include the names of the person(s) who will provide the services, their qualifications, and their years of experience performing this type of work.
4. Percentage of the gross sales to be paid to PARA.
5. Menu with prices for each item.
6. A valid City of Tuscaloosa Business License
7. A valid Tuscaloosa County Health Department License
8. Proof of Insurance from insurance companies holding at least an 'A: VIII' or better rating.
9. A completed and signed copy of page 4 of this RFP.

CONTRACT AWARD

1. The contract shall be for a three-year term. A game schedule shall be provided to the Concessionaire as soon as possible after registration closes. Still, the concessions will generally be in operation from February through November of each year.
2. Concessionaire shall deposit a \$1,500 security deposit with PARA upon execution of the Contract. Said deposit will be refunded to the Concessionaire at the end of the contract term or any renewal thereof; however, PARA may use, apply, or retain all or any portion of the said deposit for the payment of any amount due to PARA under the Contract or to reimburse or compensate PARA for any loss or damage PARA may incur due to damaged equipment or buildings, lost keys, etc.

TERMS AND CONDITIONS

1. PARA reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to accomplish the purpose of the RFP. After a review of the proposals, PARA intends to enter into agreement negotiations with the selected proposer. These negotiations could include all aspects of services and fees. If an agreement is not finalized at a time conducive to the timeline, PARA will open negotiations with the next ranked firm.
2. Following thirty (30) days' written notice, PARA may terminate the contract in whole or in part without payment of any penalty or incurring any further obligation to the concessionaire.
3. The Proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his RFP is made without previous understanding, agreement, or connection with

any person, firm, or corporation making an RFP for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

4. The award of this RFP shall impose no obligation on PARA to utilize the Concessionaire for concession services that may develop during the contract period at PARA-operated locations other than the park(s) awarded under this RFP. PARA specifically reserves the right to concurrently contract with other companies for similar work at other locations if it deems such an action to be in PARA’s best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.
5. The concession premises shall be used only for selling food, beverages, and refreshments that are usually incidental to a concession stand, specifically excluding alcoholic beverages or tobacco products. Further, the Concessionaire shall not use or permit the concession stand for any unlawful, improper, or offensive purpose.
6. The Concessionaire agrees to indemnify, save harmless and defend PARA, its park commissioners, directors, officers, employees, and agents, and each of them against and hold it and them harmless from any damages, lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and reasonable attorney’s and paralegal fees for or on account of any injury to or death of any person, or any damage to property, to the extent arising out of, or resulting from, or in connection with the license agreement, or licensee’s provision of the concession services under the license agreement.
7. The Concessionaire shall agree to the following:
 - Conduct business to avoid interfering with other uses or activities on the property.
 - Comply with all local, state, and federal laws, rules, regulations, orders, guidelines, and directions, including, but not limited to, (a.) all guidelines regarding food preparation and storage by the Alabama Department of Public Health and the Tuscaloosa County Health Department; and (b.) the collection and payment of sales taxes and payroll taxes.
 - Always maintain and pay for general liability insurance coverage during the term of the agreement, ensuring PARA is additionally insured.
 - Maintain, protect, and secure the concession building, equipment, and premises. Any damage to property or equipment must be reported to PARA immediately. No duplication of keys is allowed.
 - Ensure the appearance of concession stands and conduct and the appearance of personnel reflect the family-friendly nature of PARA. At the end of each day of use, maintain and keep floors, countertops, doors, walls, windows, food preparation area, and all equipment clean and sanitary; remove all trash from concession stands; and wet mop floors. The Concessionaire will be responsible for the purchase of all cleaning supplies.
 - If the Concessionaire is frying food, all frying must be done outside the attached grilling yard, and the Concessionaire must provide frying equipment and fuel if required.
 - Accept credit cards as a form of payment.
 - Refrain from selling concession items: glass containers, gum, and shelled nuts/seeds. NO SUNFLOWER SEEDS.
 - Maintain, at all operating times, an adequate inventory of all menu items.
 - Ice from the ice machine is only used in concession operations and to treat injuries. Ice may not be used to fill coolers.
 - Pay for annual Health Department Permits and post them at the site. All Board of Health inspections must be 90 or higher.

- Be responsible for contacting the equipment vendor (Buffalo Rock) and replacing concession equipment if it needs repair/replacement or is damaged beyond normal wear at the Concessionaire's or its staff's fault. PARA equipment cannot be loaned or removed from the park premises.
 - Not employ any persons with a felony conviction, child safety, child abuse, or any child-related charges who would be associated with this awarded contract.
 - Surrender concessions premises at the end of each term in the same condition as received, except for everyday wear, including but not limited to removal of all refuses. Inside of building and patios areas (if applicable) must be pressure washed, all food items removed, and coolers/drink machines and other equipment cleaned.
 - Return keys to PARA within five working days after the last term event per location. All items remaining after five days will become the property of PARA.
8. PARA shall agree to the following:
- PARA is to provide and pay for water, natural gas, and electrical service at each concession stand.
 - In its sole discretion, PARA may replace depreciated concession equipment that is no longer usable.
 - PARA will have the right to inspect the stand(s) during the contract term.
 - PARA is not responsible for loss of earnings, income, or sales for utility failure, weather events, vandalism, cancellation, rescheduling, or any other reason.
9. If the Concessionaire defaults on the payment of Percentage Fees or violates any other contract provisions, PARA may terminate the contract and immediately enter and retake possession of the concessions stand(s). If the Concessionaire should default in the prompt payment or performance of any obligations as set forth herein, and if it should become necessary for PARA to collect any past due payments or to enforce the other obligations of the Concessionaire as set forth herein, by suit or otherwise, PARA shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation, including attorneys' fees.

By signing below, you agree to all the terms and conditions of this contract.

Company Name	
Contact	
Email Address	
Telephone Number	
Mailing Address	
Authorized Signature	