



REQUEST FOR PROPOSAL

CONCESSION OPERATIONS FOR BANKS COUNTY PARKS & RECREATION DEPARTMENT

JANUARY 16, 2019
BANKS COUNTY PARKS & RECREATION DEPARTMENT
607 THOMPSON STREET – HOMER, GA 30547



Parks & Recreation Department

Banks County Parks and Recreation Department Request for Proposal – Concession Operations

Banks County Parks and Recreation is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage concession stands to be located at Windmill Park. This RFP is designed for those interested in creating a contract relationship to operate a concession stand at Windmill Park. The selected concessionaire(s) will be required to operate the facility according to the terms and conditions as outlined in the Parks and Recreation Department's Concession Agreement. See Appendix A for an example of the contract.

Questions may be addressed to the Parks and Recreation Department. The proposals are due by 5:00 p.m. on Friday, February 1, 2019 at the following physical address or to the email address below:

**Banks County Parks & Recreation Department
607 Thompson Street
Homer, GA 30547
706-677-4407
bwhitmire@co.banks.ga.us**

I. RFP TERMS AND CONDITIONS

- A. This RFP does not commit BCPRD to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of BCPRD, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, may not be reviewed. This RFP and the process it describes are proprietary to BCPRD and are for the sole and exclusive benefit of BCPRD. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of BCPRD and if required by law may be subject to public disclosure by BCPRD or any authorized agent of BCPRD. BCPRD is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.
- B. It shall be the proposer's responsibility to review and verify the completeness of its proposal. BCPRD may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. BCPRD may request to contact clients referenced in the proposal. BCPRD also reserves the right to conduct investigations with respect to the qualifications of a proposer.
- C. Verbal communication made by any BCPRD employee or agent of BCPRD with respect to this RFP is not binding and shall not in any way be considered as a commitment by BCPRD. Only written responses to questions submitted in writing to BCPRD or written addenda to this RFP issued by BCPRD will be considered binding on BCPRD.
- D. BCPRD reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:
 - To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in BCPRD's sole discretion, it is in BCPRD's best interest to do so;
 - To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;



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- To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the BCPRD's best interest to do so;
 - To reject the proposal that, in BCPRD's sole judgment, has been delinquent or unfaithful in the performance of any contract with BCPRD or another government entity, is financially or technically incapable or is otherwise not a responsible proposer;
 - To reject as informal or non-responsive any proposal which, in BCPRD's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
 - To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in BCPRD's sole judgment, material to the proposal;
 - To permit or reject, at BCPRD's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submissions:
 - To request that some or all of the proposers modify proposals based upon the evaluation of BCPRD.
- E. BCPRD may enter into negotiations for a contract, on terms and conditions satisfactory to BCPRD with one or more selected proposer(s). However, BCPRD reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. BCPRD reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such an event, BCPRD shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless BCPRD, in its sole discretion, determines that doing so and permitting such is in BCPRD's best interest. Should negotiations not prove satisfactory with the selected proposer(s), BCPRD reserves the right to discontinue negotiations. Additional individuals/businesses may be asked to enter into negotiations, and/or BCPRD may solicit new proposals

II. BACKGROUND

- A. Windmill Park is host to a variety of athletic programs and other events throughout the year. T-ball, baseball, and softball are held during the spring. Adult softball is during the summer. Soccer and flag football are held during the fall. Typical hours are in the evening during the week with some weekend hours.



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I would like to submit my proposed monthly fee along with menu and prices for the following location(s):

1. Windmill Park Concession Stand: _____% of gross receipts of sales per month.

I am able to work the desired hours of operation set forth by the Parks and Recreation Department for the location(s): YES NO

Contact Information:

Name:

Address:

Telephone Number:

Email Address:

Authorized Signature:

Date:



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III. PROPOSAL PROCESS

Please send your proposal and any other pertinent information to Brooke Whitmire, Director, at bwhitmire@co.banks.ga.us prior to 5:00pm on Friday, February 1, 2019.

General contact information is:
607 Thompson Street
Homer, GA 30547
706-677-4407

The team of BCPRD employees will review the proposal submitted and select a preferred vendor prior to Wednesday, February 27, 2019. Our selection criteria may include, but not limited to the following:

1. Monthly Fee – BCPRD will look for the best value
2. Operations – Ability to be open at desired hours
 - a. Windmill Park: Monday-Friday evenings/possible weekends, year-round.
3. Functionality – Features available, menu, etc.
4. References – Current customer comments or other relevant references.
5. Additional Information: If you have any other relevant information you would like to share please feel free and do so.

Thank you for providing your proposal for concession operations with the Banks County and Recreation Department. The department looks forward to reviewing your proposal.



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APPENDIX A

BANKS COUNTY PARKS AND RECREATION DEPARTMENT CONCESSION AGREEMENT (EXAMPLE)

Banks County Parks and Recreation Department (BCPRD) and (Concessionaire) hereby enter into this agreement for the operation by a concessionaire of the Banks County Parks and Recreation Department's concession stands located at Windmill Park. The Concessionaire agrees to operate the concession stand in good faith and in accordance with the conditions listed below:

THE CONCESSIONAIRE SHALL

- 1) Ensure the concession stand operations shall meet all requirements as set forth by the State of Georgia Department of Health and Human Services for Limited Foodservice Establishments. It is the responsibility of the Concessionaire to insure that the facility meets the guidelines for Limited Food Service Establishments.
- 2) Agree to accept all responsibility and liability regarding the Foodservice operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.
- 3) Will provide all equipment, supplies, items and articles necessary for provision of concession sales.
- 4) Will not hold BCPRD or any of its employees responsible in the event of injuries to persons who operate the concession stand.
- 5) Will hold BCPRD harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against BCPRD for reasons associated with the concession operation.
- 6) Agrees to maintain the concession stand in a clean, sanitary and safe condition and leave the concession stand in the state of cleanliness in which it was found. The Concessionaire shall accept responsibility for any repairs necessitated by the negligence or willful acts of the Concessionaire's agents, volunteers or invitees. Any repairs necessary due to the latter should be planned, coordinated and executed with the assistance of the BCPRD.
- 7) Agrees to operate concession stand for all approved BCPRD programs during the time of the contract. Operation of concession stand during non BCPRD events is allowed as long as approved by BCPRD staff. The Concessionaire will operate on any other mutually agreed upon day. Concessionaire will open for business at least 30 minutes prior to the scheduled starting time of the first game/practice of the day/evening and close concession operation no earlier than 10 minutes following the end of the final game/practice on that day/evening. These times may be modified with approval of BCPRD staff.
- 8) Special Events/Programs that BCPRD host will not be included in this contract. Special Events and Programs will be on a case by case basis and BCPRD staff will inform the concessionaire if there is an opportunity during these events/programs.
- 9) The concessionaire is expected to operate on all baseball/softball tournament dates. However, should a tournament host/group request operation or control of the concession stand during that tournament, the concessionaire has first right of refusal. The tournament host/group will only be given permission to rent and operate the concession stand if the concessionaire opts not to run the concession stand himself/herself.
- 10) Shall provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service. Discriminatory methods of operation will not be tolerated.



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- 11) Will notify the BCPRD if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). BCPRD may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another vendor for that time period with no recourse from the concessionaire.
- 12) Shall conform to and abide by all park/usage policies, and County ordinances, all state and federal laws and regulations that are applicable to public park concession sales and instructions from the PPRD staff.
- 13) Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession workers should not be minors unless directly supervised by an adult concession worker.
- 14) Agrees to honor any vendor contracts or concession-related obligations of BCPRD.
- 15) Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices to the BCPRD staff with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contact must be approved by BCPRD staff. Banks County Parks and Recreation Department has the right of final approval of menu and pricing. BCPRD reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
- 16) Agrees to pay BCPRD % per month on the gross receipts of sales in which the concession stands are open. These terms can be modified during the period of this contract if both parties agree to them. Shall submit a sales report and payment to the BCPRD on a monthly basis. The sales report is due no later than the 15th day of the month following the report month, and must be accompanied by the appropriate payment.
- 17) If payment is not received by the 15th day of the month following the report month, then a fee of \$100.00 will be assessed to the concessionaire for each month that payment is not received and/or late.
- 18) If BCPRD terminates the contract and keys are not returned by the specified date, the concessionaire will be charged a fee to replace the locks and keys to the concession stand.

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- 19) Will provide all available utilities including power, water and sewer at no charge to the Lessee for the duration of the agreement as set forth above.
- 20) Shall be responsible for maintenance of the structure, plumbing, exterior walls, roofs, exterior and interior doors, interior electrical and any other repairs.
- 21) Will provide concessionaire with schedules of games, events and tournaments during the time of the contract. Notification of rescheduled games, events and tournaments will be given to the concessionaire as soon as dates are confirmed.
- 22) Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
- 23) Reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the BCPRD.

OBLIGATION AND INDEMNITY

- 24) Neither party shall be held responsible to the other for losses resulting from fire, flood, ice snow, Act of God or any cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence the party is unable to prevent.
- 25) The Concessionaire agrees to indemnify and hold harmless BCPRD from any and all liability incurred, and will take up and defend any litigation arising from, any injury or damage to any person or firm resulting from any negligent or willful act or omission of the concessionaire, its agents or employee



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- 26) By signing below, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. This agreement will become null and void with written consent by both parties.

TERMS OF THE CONTRACT

- 27) This contract begins on March 1, 2019 and ends on February 29, 2020. Banks County Parks and Recreation Department has the right to extend this contract for one additional year.

CANCELLATION OF CONTRACT

- 28) The BCPRD reserves the right to terminate this contact immediately for any of the following reasons:
- 29) Inaccurate reporting and/or failure to pay required fees to the BCPRD.
- 30) Opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.
- 31) Failure to properly serve at a scheduled or assigned event previously agreed upon by the concessionaire or opening too late and/or closing too early as determined by the Parks and Recreation staff.
- 32) Detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well-being of patrons, property or service of the BCPRD.
- 33) Failure to comply with any aspect of this agreement.
- 34) The Banks County Board of Commissioners reserves the right to accept or reject any bid.

PARKS & RECREATION DIRECTOR

DATE

CONCESSIONAIRE

DATE