

This R.F.P. No **11-518** and the Proposal Opening date must appear on the proposal envelope.

REQUEST FOR PROPOSAL
OFFICE OF THE CITY PURCHASING AGENT
P.O. BOX 1111
Montgomery, Alabama 36104
April 26, 2018

Gentlemen:

Sealed proposals for **City of Montgomery Zoo Concessions** will be received by the undersigned until 2:00 P.M. **May 17, 2018**, in Room 1, Building 1941, 934 North Ripley Street, Montgomery, Alabama 36104, and be opened as soon thereafter as practical. Proposals will be publicly opened and read in Conference Room, Building 1941, 934 North Ripley Street, Montgomery, Alabama, 36104. Proposals may be hand carried or mailed; however, it is the responsibility of proposers to assure that proposals are received not later than 2:00 P.M. on the date indicated above. Proposals received after this time 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 Marcia Woodard at phone number (334) 625-4900.


AMBIGUITIES - Proposers aware of any problem or ambiguity in interpretation of the provisions of this solicitation should seek an explanation, before proposing, from the City Purchasing Agent.

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

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 (334) 625-2610 and should be presented prior to the proposal opening.

Sincerely,



Jane T. Hataway
Purchasing Agent

JH/kb

Attachments:

1. Request for Proposal.
2. Special Provisions.

MONTGOMERY ZOO MANN WILDLIFE LEARNING MUSEUM

A department of the City of Montgomery, Alabama



I. Introduction

The purpose of this Request for proposal is to solicit sealed proposals to establish a term contract with one concessionaire for the operation and management of our food/catering services located at The City of Montgomery Zoo.

The proposers will have the opportunity to submit a competitive proposal for the operation of the food/catering services. The City of Montgomery Zoo intends to enter into a five (5) year contract with the successful concessionaire, which will be in the form of a concessions operations contractual agreement derived from this RFP process.

The City of Montgomery Zoo is seeking to select a professional Concessionaire, which is able to provide the highest quality concessions operations through an innovative fresh approach. The selected Concessionaire must be able to demonstrate the existence of a customer service philosophy and identify existing programs in this area. The successful Concessionaire will demonstrate how this philosophy translates into the highest level of service delivered every day.

II. General Proposal Information

The City of Montgomery Zoo reserves the right,

1. to amend the RFP;
2. to extend the deadline for submitting proposals,
3. to decide whether a proposal does or does not substantially comply with the requirements of this RFP;
4. to waive any minor irregularity, informality, or nonconformance with the RFP; and
5. At any time prior to the contract execution reject any proposal that fails to comply with the RFP requirements.

The City of Montgomery Zoo may consider other creative approaches or additional information provided as well as other relevant factors. The zoo also reserves the right to accept or regret any or all proposals, to waive technicalities and to award or otherwise make decisions and act in a manner regarding proposal evaluation process that is deemed in the best interests of the City of Montgomery.

Mayor
Todd Strange

Zoo Director
Marcia Woodard

2301 Coliseum Parkway
Montgomery, AL 36110

(334) 625-4900
Fax (334) 625-4916

montgomeryzoo.com



ZOOLOGICAL ASSOCIATION
OF AMERICA

Employees, officers and agents, are not obligated thereby to award a contract to any proposer or concessionaire. The City of Montgomery Zoo assumes no financial obligation to any proposer or concessionaire.

In addition, each proposer or concessionaire understands and agrees that The City of Montgomery Zoo shall not be responsible for any expenses and costs incurred in submitting a response to the RFP. Each proposer or concessionaire who responds does solely at the proposers or concessionaire cost and expense.

Addenda

If any part of this RFP is amended, addenda will be provided to all Concessionaires who received the initial RFP. Once the proposal due date has passed, addenda will be provided to all Proposers/Concessionaire who submitted a proposal.

III. RFP Questions

All questions regarding this RFP including scheduling a site visit must be directed via e-mail to Marcia Woodard, Zoo Director at mwoodard@montgomeryal.gov Inquiries can also be sent via mail at 2301 Coliseum Parkway, Montgomery, AL 36110. No phone calls will be accepted. All responses shall be in writing and shall be distributed to all Concessionaires.

IV. Montgomery Zoo Mission Statement

The City of Montgomery Zoo is owned and operated by the City of Montgomery, Alabama. The mission of The City of Montgomery Zoo is to improve the future for wildlife by exhibiting animals and plants and providing education and conservation programs which encourage respect and stewardship of the natural world and a better understanding of our place within it. Through a variety of media the zoo will attempt to demonstrate to the visitor the relationship people have with their environment. The five major goals are listed below:

1. The zoo will provide for the health and well-being of the animals in its care
2. The zoo will be a leader and innovator in wildlife conservation.
3. The zoo will be an enjoyable year-around facility for all ages and incomes.
4. The zoo will have a high quality and diverse conservation/education program.
5. The zoo's plant and animal collection will be available and utilized for study and research with better understanding of our natural environment.

Guest Services Mission and Role

Our Mission is to enhance each guest's zoo experience by providing the highest level of safety, friendly service, value and quality in all of our amenities, products and services.

Our Role as Human Ambassadors of the Zoo is to see that a day spent at The City of Montgomery Zoo is such a positive experience that our visitors will share their experiences with others by word of mouth.

V. History of The City of Montgomery Zoo

The City of Montgomery Zoo opened to the public in 1972 as a six-acre recreational facility of the City of Montgomery Parks and Recreation Department. The animal collection in the early days of the Zoo consisted of 84 species acquired mostly as gifts from zoos and individuals. There was no theme that could be identified in the design of the collection.

In 1989, the mayor and city council of Montgomery initiated a program to expand and upgrade The City of Montgomery Zoo to bring it more in line with the quality of zoos across the country. The original master plan was studied and revised to facilitate this objective. In an unprecedented public/private partnership, the city entered into an agreement with the Zoological Society to raise ten million dollars over five years for a new zoo. City officials promoted and passed a five-million-dollar general-revenue bond in 1989, and the Society pledged to raise \$5 million.

A professional zoo design team was utilized and the facility was built following a detailed revised master plan. Construction on the new zoo began in October 1990. The resulting 40-acre zoo was opened to the public in September 1991. Five continents barrier free, state-of-the-art exhibits provide visitors with exciting educational and interpretive opportunities throughout the zoo. Since the initial new zoo was constructed in 1990 more than \$6,000,000 in construction and development has occurred at The City of Montgomery Zoo.

Since the early 2000's, The City of Montgomery Zoo has added a 27,000 square foot wildlife museum, an elephant habitat, the old world aviary, the North American river otter habitat, the Giraffe Encounter, Parakeet Cove, Zoofari Skylift Ride, Petting Zoo, and an Alligator Exhibit. In March of this year we opened our Stingray Bay interactive exhibit. Currently we are fundraising for a new Reptile Facility.

The City of Montgomery Zoo earns approximately 70% of its operating budget annually and is strongly supported by the City of Montgomery and the Montgomery Area Zoological Society for the remainder of its operating and capital needs.

VI. Submission Instructions and Conditions

Request for Proposal

One original (barring original signatures) and 2-sealed copies of each proposal **must be received by The City of Montgomery** at the address listed below. The proposal shall be entitled The City of Montgomery Zoo Concessions Contract. The proposals shall be submitted and addressed as follows:

The City of Montgomery Zoo
Purchasing Department
Attention: Jane Hataway
Purchasing Agent
P O Box 1111
Montgomery, AL 36101-1111

Attendance

2017 – 246,162
2016 – 253,197
2015 – 234,508
2014 – 246,364
2013 – 254,178

Facility Description

Overlook Café

The Overlook Café is located in the center of The City of Montgomery Zoo. The Café has 1,400 square feet of enclosed HVAC area as well as 6334 square feet of covered, open-air seating area. The Overlook Café has been in operation since the zoo's initial renovations in 1992. There are 10 indoor tables with seating for 40 and 41 outdoor tables with seating for 164.

List of equipment including:

Stove – DV – 1021141
Deep Fryer – 417112-2
Steam Table – 11021554
Refrigerator. – Line – 1-4237438
Bread Warmer – 50789L9802
Oven – 1179583
Popcorn – TUS-12374
Grill – NSF City of Montgomery, 010194
1 Ice Machine – 06101320011838 Top
714984-055 Bottom
Walk-in cooler - DRA-9253, dimensions, 8'2" deep x 7'3" wide.
Walk-in freezer - DRB-02381, dimensions, 8'2" deep x 7'3" wide

VII. Request for Proposal Summary

A. Term

Concessionaires are hereby invited from all qualified and responsible individuals or entities (concessionaires) desiring to manage, or run, the above operations for the purpose of

providing food/catering for The City of Montgomery Zoo. The term of the contract will be for a period of five (5) years, with a renewable option of five (5) years.

B. Minimum Investment

The selected Concessionaire shall be required to equip, purchase, and install new equipment and some of the furnishing necessary for the operation of the concessions, including, storage, office, and other related service area. All work done and equipment purchased by the Concessionaire shall be subject to the approval of The City of Montgomery Zoo. The expected minimum investment for renovations, furniture, equipment and furnishings over the term of the contract is \$200,000. To the extent the Licensee furnishes kitchen equipment for the concessions area of The City of Montgomery Zoo, Licensee will be entitled to an offset of lease payments, either in a lump sum or on an amortized basis, as determined by The City of Montgomery Zoo. Any equipment purchased by Licensee and ultimately paid for through utilization of offsets, will remain as property of The City of Montgomery Zoo

The equipment offsets will be capped at 50% of any monthly payment amount.

Equipment offsets will require advance approval by The City of Montgomery Zoo.

C. Selection Process

The selection process shall consist of an analysis of proposals with regard to capital investment, financial return to The City of Montgomery Zoo, proposed method of operation and service, experience, recommended menu/food mix, pricing, marketing/graphics, and references. The Concessionaire who, in the sole judgment of The City of Montgomery Zoo, is the most qualified to operate the food concessions will be selected for award of the concessions contract.

D. Evaluation Criteria

The following criteria are to be used in examining proposals prior to awarding the food/catering concessions contract at The City of Montgomery Zoo.

1) Financial Return

- a) Capital Investment: Proposals should include a statement of willingness to provide all the required fixed and non-fixed improvements and whatever other improvements necessary for successful operation, including interior finishes and signage. A summary and itemized cost should be furnished, designating the investment in fixed and non-fixed improvements. The proposal should also contain a description of equipment and furnishings intended for use. It is expected that the minimum investment over the life of the contract will be \$200,000.
- b) Compensation to The City of Montgomery Zoo: Compensation to The City of Montgomery Zoo should be calculated by:

- (1) general daily operation of the facility
- (2) Catering and special events

2) Other

- a) Proposed Method of Operation and Service: Each proposal should include an outline of the operating methods and techniques of the Concessionaire. Description of the operating plans must include staffing (size of staff contemplated per season), organization charts, salary ranges, profiles of managers and salary structure, employee training, cleaning and purchasing procedures, employee uniform code (to conform with The City of Montgomery Zoo guidelines, mission, goals and philosophy), etc. a preliminary time schedule for implementing the Concessionaire's program must also be presented.
- b) Experience: Proposals will be evaluated on the basis of the proposer's experience in running operations in similar tourist, recreational or educational institutions, as well as non-related experience. They must include a list of facilities operated, attendance levels at such facilities, a history of sales and compensation and a description of such facility. A list of non-related facilities should be included with a facility description, history of sales and rent amounts paid for each such facility. A list of references is required, giving name, company, title, address, and telephone number.
- c) Recommended Items for Resale: Proposals must include the proposer's suggested menu items and mix for each respective season, as well as catering events. A brief description, portion size, where applicable, quality standards, quantity, variety, mark-up structure, and suggested retail pricing must be included. Recommended items should also recognize that Zoo visitation profile varies from school group, to family, adult and senior groups. Weight will be given to those programs showing concern for the conservation mission of The City of Montgomery Zoo, as well as environmental safety.
- d) Marketing/Graphics: Proposals must include preliminary marketing/graphics plan outlining how the concessionaire will promote the on-site operations, as well as promoting The City of Montgomery Zoo externally. On-site graphics proposals shall include but not limited to, décor, merchandising and display elements. The external marketing component may be accomplished either alone or through the assistance of a strategic alliance with associate companies, vendors, etc.

Evaluation

Proposals will be evaluated and considered on the basis of the above criteria by a committee designated by The City of Montgomery Zoo.

Stipulations

Each Concessionaire submitting a Statement of Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to The City of Montgomery Zoo, and all presentations, travel costs and related expenses are at the Concessionaire's sole expense, and The City of Montgomery Zoo shall not, under any circumstances, be responsible for any cost of expense incurred by the Concessionaire of any of their representatives. In addition, each Concessionaire acknowledges and agrees that all documentation and/or materials submitted with their Statement of Proposal shall remain the property of The City of Montgomery Zoo.

- The City of Montgomery Zoo will provide all utilities in permanent facilities
- Initial menu pricing and any changes to menu prices must be agreed upon in writing by The City of Montgomery Zoo
- Concessionaire will be responsible for general cleaning and maintenance of facilities and adjacent patio areas
- No alcoholic beverages can be served during normal Zoo operating hours
- Concessionaire must be prepared to open auxiliary locations and carts/kiosks based on agreed upon attendance and per cap projections.
- Private event catering and sales will be managed by the Concessionaire.
- The City of Montgomery Zoo gift shops will continue to sell novelty snack items and Coke products.
- Coke is the official soft drink of The City of Montgomery Zoo and is the only drink line that can be served.
- Any present or future vending machines at The City of Montgomery Zoo will remain the responsibility of The City of Montgomery Zoo.
- Concessionaire must use sustainable business practices for packaging and waste management.

VIII. General Operating Conditions

A. Quality of Service

It is the desire of The City of Montgomery Zoo that the concession service shall be of the highest quality attainable. All concession areas are to be kept clean, orderly, and sanitary at all times, in strict accordance with all applicable laws, ordinances, rules, and regulations, and subject to The City of Montgomery Zoo review and inspection.

The City of Montgomery Zoo shall have the right to monitor the character of service rendered by the Concessionaire and require that undesirable practices be discontinued. Failure of the Concessionaire to take appropriate action after notification by The City of Montgomery Zoo may result in cancellation of the contract.

Chewing gum, peanuts in the shell, straws, cup covers, Styrofoam cups or containers, unusually sticky items, or any other items deemed by The City of Montgomery Zoo to be hazardous to the

animals or likely to create a litter problem shall not be sold or distributed by the concessionaire at the zoo.

The City of Montgomery Zoo desires that the Concessionaire strive, as much as possible, to use products that are environmentally friendly and recyclable. The City of Montgomery Zoo reserves the right to approve all disposable items prior to their use and sale and to request the removal of any item that conflicts with The City of Montgomery Zoo's policies or mission.

The Concessionaire shall constantly endeavor to improve the concession operations, with a view to developing service to visitors in order to maximize gross receipts.

B. Operating Conditions

The Concessionaire shall furnish and pay all common and skilled labor for the normal operation of the permanent and portable facilities provided for under the terms of the contract.

Concessionaire's employees shall be entitled to enter and remain on the premises free of charge only during working hours and for reasonable time prior and subsequent to scheduled work hours.

Nothing in the contract shall be held to limit or qualify the right of The City of Montgomery Zoo to free and unobstructed use, occupation and control of the concession locations, and ingress and egress for itself and the public.

Representatives of The City of Montgomery Zoo shall have the right to enter upon and have access to all spaces occupied by the Concessionaire during normal Zoo hours of operation and at all times when concession employees are present.

The Concessionaire shall have concession facilities open and in operation on a schedule which has the approval of The City of Montgomery Zoo. This schedule may be adjusted only after review and approval by The City of Montgomery Zoo.

C. Cleanliness and Sanitation

Concessionaire shall at all times strive to maintain the highest inspection grade from the City of Montgomery. Concessionaire shall comply with all federal, state, and local health and sanitation laws, statutes, ordinances, and regulations.

D. Rodent and Vermin Control

Concessionaire shall contract at their expense The City of Montgomery Zoo's-approved vendor for such services to conduct an ongoing prevention and control program designed to keep the concession areas free of rodents, vermin and other pests. The concessionaire must also gain

specific approval from The City of Montgomery Zoo of all insecticides and poisons prior to their use.

E. Concession Employees

Employees shall be neat and clean and behave courteously toward all Zoo visitors, staff, agents and officials, and their fellow employees. They shall enter and leave the Zoo grounds by a designated gate. Only those employees actually on duty shall be permitted in the Zoo without charge. At no time will Concessionaire permit other than bona fide employees to enter the Zoo grounds for any purpose that does not relate to concession operations.

Concession employees are not allowed to consume alcoholic beverages, engage in any form of substance abuse, or carry weapons of any nature on the Zoo grounds. Concessionaire is responsible for proper use of any office and employee locker space. Employees shall depart immediately upon conclusion of their duties and assignments.

Employees shall be required to report for duty fully dressed in clean, machine washable uniforms, conforming to The City of Montgomery Zoo guidelines, provided by the Concessionaire and approved by The City of Montgomery Zoo. Such uniforms shall include at least a hat, and shirt. Each employee must wear an identification badge on the front of the uniform where it is in plain view. Once approved, the regulation uniform may not be changed without The City of Montgomery Zoo's prior written consent.

F. Product and Pricing Guidelines

1. Food Operations:

It is the intent of The City of Montgomery Zoo that all prices be fair and reasonable and consistent with the Concessionaire's right to receive a fair return on investment. The Zoo reserves the right to review and accept or reject from time to time the prices or price changes proposed by Concessionaire. The City of Montgomery Zoo may, at its option, request a complete list of Concessionaire's prices and a list of specific costs for goods to be sold. This information must be provided within 5 calendar days of The City of Montgomery Zoo's request.

As a matter of general policy, prices changed by the Concessionaire shall be competitive with and no greater than prices charged for similar services, quality and portion sizes in like venues in theme parks and zoos in the region. Prices must be posted on the approved menu boards, attached to stands and portable carts.

The City of Montgomery Zoo shall have the right to designate the product brand to be sold, subject to the following limitations:

- a. Concessionaire shall not be required to sell any product brand in violation of any federal, state, or municipal law or regulation or any order of decree of any court or governmental agency.
- b. Concessionaire shall not be required to sell any product that cannot be obtained at prices that are competitive with the prices of other brands of the same product.
- c. The City of Montgomery Zoo must be able to demonstrate, to the concessionaire's reasonable satisfaction, that Concessionaire will derive financial benefit from use of designated brand.
- d. In negotiating any agreement which includes provisions regarding the sale of particular brands by the Concessionaire at the facility, The City of Montgomery Zoo shall consult with and obtain the advice of the concessionaire regarding matters within the latter's expertise.
- e. Concessionaire shall not be required to change product brands upon less than three (3) months written notice by The City of Montgomery Zoo.

G. Accounting Controls

Concessionaire shall be responsible to The City of Montgomery Zoo for establishing, reviewing, and continuously controlling concession operations and the revenues derived there from. At least 30 days prior to the starting date of the contract, Concessionaire shall submit to The City of Montgomery Zoo in writing, for review and approval, an outline of the proposed method of accounting and cash control, including the forms and procedures to be used in this program. Any recommendations thereon by The City of Montgomery Zoo shall be acted upon in order to obtain final approval. Concessionaire shall comply with all requirements of the accounting and cash control procedures approved by The City of Montgomery Zoo, at its sole cost and expense. Minimum standards for these procedures include:

The percentage of gross receipts payable to The City of Montgomery Zoo will be based on audited cash receipts.

1. Reconciliation Reports

For each concession activity and/or event at the Zoo, Concessionaire will prepare a detailed reconciliation report indicating the amount of total sales for each activity and/or event. The report will show sales by classifications, and relative to catering, the number of people per catered event, the cost per person (breakdown of sales if person cost included liquor), liquor sales from the bar, etc.

The percentage of gross receipts payable to The City of Montgomery Zoo will be based on the reconciliation's gross sales per category.

2. Cash Controls

Cash control procedures for all operations should include, at the very least, daily records of:

- Opening change fund balance
- Cash transaction receipts
- Cash turned in
- Cash deposited
- Cash overage/shortage
- Transaction counts
- Average amount per transaction
- Product mix

The Concessionaire shall submit its Overages/Shortages policies and procedures for The City of Montgomery Zoo review and approval. It is expected that reasonable and customary industry standards will be applied throughout for any cashier at any time, so that any trends or consistent patterns in an individual's performance can be investigated. The City of Montgomery Zoo reserves the right to periodically audit this area.

Concessionaire shall observe and audit employees in all the activities carried out in performance of the contract and be ready to implement, with the approval of The City of Montgomery Zoo, such additional controls and/or procedures as may be needed to correct suspected or alleged deficiencies in the system. The City of Montgomery Zoo has the right to stipulate additional reasonable accounting and cash controls and inspect/audit the books and records pursuant to the concession contract to protect its interest under the contract, the cost and expense thereof to be borne by the Concessionaire.

3. Banking Account

Concessionaire shall establish a commercial account at a bank with operations in the City of Montgomery area, approved by The City of Montgomery Zoo. Such account shall be separate from any other accounts in Concessionaire's name and shall be the exclusive account used for receipts from food service operations under the contract.

H. Observance of Laws, Rules and Regulations

1. Permits, Licenses and Taxes

All requirements of federal, state, and local laws and regulations pertaining to or affecting the handling, sales, and disposal of food, beverages (alcoholic and nonalcoholic) and other goods or merchandise served or sold must be met. The concessionaire must, at its own expense, procure and keep in force during the entire period of the contract, all permits and licenses, fees and insurance required by such laws and regulations. The concessionaire will be responsible for any and all other elements required to conduct business in the State of Alabama. The Concessionaire will secure a liquor license, but ownership is assigned to The City

of Montgomery Zoo and remains with The City of Montgomery Zoo upon completion of the contract or termination for any reason.

To provide information with regard to these minimum qualifications, the Concessionaire must submit the following with the proposal:

1. Copies of Concessionaire's audited CPA financial statements for the previous three (3) fiscal years and Concessionaire's parent organization, if applicable.
2. A credit rating from a major banking institution.
3. Literature, brochures, etc. providing a full description of facilities operated and any other material that may illustrate operational capacity and ability.
4. Details of any management and/or employee training program currently in operation.
5. Any projects for which Concessionaire's contract were terminated for any reason. Any claims or lawsuits that have been brought against the Proposer as a result of any gas supply and related services provided with the last five (5) years.
6. Such other information as The City of Montgomery Zoo may deem necessary to ascertain the qualifications of the Concessionaire.

Concessionaire shall also provide as part of the proposal:

1. Program of themes, graphics and colors, as well as materials to be used in the area(s) to be completed by Concessionaire.
2. Sample menus and/or merchandise mix for each location, with the proposed selling price of each item.
3. An explanation of how the Concessionaire will handle catering requirements. Sample menus for catered events should also be included.
4. A product specification list, detailing the product purchasing standards for all items to be used in the concession operations.
5. An estimate of the investment for each location, broken down per cost area as follows:
 - Equipment
 - Leasehold
 - Graphics
 - Furnishings
 - Other (design fees, uniforms, etc.)

6. A management plan including an organizational chart, indicating the key personnel who will provide services related to the RFP. A resume for each of the key personnel will be attached, as well. The plan will also include cash control procedures and training programs for employees.

IX. General Terms and Conditions

A. Financial Terms

The contract under which the concession and catering privilege as a whole shall be granted will be for a term of five (5) operating years, commencing with the date of the contract and terminating five (5) years later.

The following are the categories of sales for which a percentage will be payable to The City of Montgomery Zoo as rent during the term of the contract:

- Food and beverage sales from the Overlook Café and portable carts
- Catering food and all beverages
- Beverage and food sales from vending machines
- Sales reports shall show separate figures for the sales in each category.

The City of Montgomery Zoo acknowledges that it is the intention of the parties that the contract remain in effect for a term of five (5) years and that Concessionaire's commission schedule and investment planning will be based on that assumption.

"Gross Sales" as used herein shall mean all monies (including service charges) paid or payable to the Concessionaire for sales made or services rendered at or from the premises or from any other source related directly to this concession, whether collected or uncollected, and whether for cash or for credit. However, any discounts included for Zoo staff, members, agents or officials, as approved by The City of Montgomery Zoo in advance, or any sales tax imposed by local or federal law which are separately stated to and paid by the purchaser of any item sold by the Concessionaire or by any other authorized service or activity of the Concessionaire and directly payable to a taxing authority, shall be excluded from the computation of gross sales.

Proposals must include a five (5) year operating Pro Forma that details projected payments to The City of Montgomery Zoo.

B.

Proposer's Qualifications

In order to qualify for the award of the concession contract, Concessionaires must meet the following minimum qualifications:

- Experienced operating similar type concessions in a zoo, aquarium, museum, stadium, or other amusement park, servicing a minimum of 300,000 people annually.
- Financial resources, which, in the opinion of The City of Montgomery Zoo, are adequate to insure full and proper performance of the contract.

To provide information with regard to these minimum qualifications, the Concessionaire must submit the following with the proposal:

- 1) Copies of Concessionaire's audited CPA financial statements for the previous three (3) fiscal years and Concessionaire's parent organization, if applicable.
- 2) A credit rating from a major banking institution.
- 3) Literature, brochures, etc. providing a full description of facilities operated and any other material that may illustrate operational capacity and ability.
- 4) Details of any management and/or employee training program currently in operation.
- 5) Any projects for which Concessionaire's contract were terminated for any reason. Any claims or lawsuits that have been brought against the Proposer as a result of any gas supply and related services provided within the last five (5) years.
- 6) Such other information as The City of Montgomery Zoo may deem necessary to ascertain the qualifications of the Concessionaire.
- 7) A bond in a reliable surety company authorized to do business in the State of Alabama and doing business through an agent residing in the City of Montgomery, 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.**

The City of Montgomery Zoo reserves the right to direct the Concessionaire to operate and/or suspend sales, partially or completely, during those events with which full concession operations may be advantageous and/or incompatible.

The City of Montgomery Zoo shall not be responsible for any goods, merchandise or equipment stored at the Zoo or any off-site storage facilities by Concessionaire, nor will it be responsible for damage to property of Concessionaire resulting from a power failure, flood, fire, explosion and/or other causes beyond the control of The City of Montgomery.

The Concessionaire must provide a wireless communication system (two-way radios) for concession staff use. Additionally, at their own expense, procure sufficient The City of Montgomery Zoo compatible two-way radios to allow Concessionaire's senior management staff to communicate with Zoo staff during operations.

Golf carts (or other similar small, speed-governed vehicles) may be used inside the Zoo, in accordance with The City of Montgomery Zoo's policies and procedures.

All outdoor setups with tents, temporary structures, etc., shall be approved in advance and in writing on a per-event basis by The City of Montgomery Zoo. The Concessionaire will be responsible for any and all damages caused to utilities, landscape, other facilities, and the like, caused in the setup or tear down of these programs.

Concessionaire will be responsible for developing and maintaining a recycling program that conforms to The City of Montgomery Zoo policies and standards.

C. Award of Contract

Following the award of the contract, the Concessionaire and The City of Montgomery Zoo shall immediately proceed with the negotiation of a written agreement (the "Concessions Contract"), which shall set forth all the rights, obligations, and duties of the parties. The Concessions Contract shall include, without limitation, the terms and conditions set forth herein, and such other terms and conditions, which The City of Montgomery Zoo may require in its sole discretion.

Until a written agreement has been negotiated to the satisfaction of, and executed by, The City of Montgomery Zoo and Concessionaire, neither party shall have any rights or obligations under this RFP or the proposal submitted by the Concessionaire. In the event the parties have not executed a final Concessions Contract within sixty (60) days of notice of the contract award, The City of Montgomery Zoo may, at its election, discontinue negotiations with the Concessionaire receiving the award and proceed with negotiations with another bidder, and may award the contract to any bidder as it may deem appropriate and in the best interests of The City of Montgomery Zoo.

Following the execution of the Concessions Contract, the Concessionaire shall immediately apply for all required licenses and permits that are necessary for fulfillment of its obligations under the contract and shall begin planning in collaboration with The City of Montgomery Zoo to insure a smooth transition from the existing in house operation on Date to be determined.

The Provider shall agree to indemnify and hold harmless the City of Montgomery, all 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 concessions provided by the Provider, it being the express understanding of the parties hereto that the Provider shall provide the actual concessions. The City of Montgomery shall promptly notify the Provider of an incident, claim or lawsuit of which we become aware and shall fully cooperate in the defense of such claim, but the Provider shall retain sole control of the defense while their action is pending, to the extent allowed by law.

The City of Montgomery shall agree to indemnify and hold harmless the Provider, its agent's and servant's employees from any and all injuries, claims, actions, lawsuits, damages, judgments or

liability of any kind arising from the negligence of the City of Montgomery Zoo or their employees.

D. Assignment of Contract

The Concessionaire shall not assign, transfer, convey, or otherwise dispose of this concession or any part thereof or its right, title or interest therein, or its power to execute the same to any other person, company or corporation without the prior written consent of The City of Montgomery Zoo.

The Concessionaire shall not enter into any agreement with sub-contractors, vendors, hawkers, or charitable groups to provide any of the services to the concession contract, without prior written authorization from The City of Montgomery Zoo.

It shall be the responsibility of the Concessionaire to familiarize themselves thoroughly with the provisions of these specifications and the planned facilities at the Zoo. After execution of the contract, no consideration will be given to any claim of misunderstanding.

E. Submission and Review of Plans and Specifications

The Concessionaire must submit the preliminary plans and specifications for construction and the installation of equipment within 30 calendar days from the effective date of the contract or such other date as may be established by The City of Montgomery Zoo in the contract.

The City of Montgomery Zoo shall have 30 calendar days to review the submittal and approve, disapprove, and/or direct that changes be made, with the understanding that all such changes shall be reflected in the final plans and specifications.

The Concessionaire must submit final plans and specifications within 30 calendar days after The City of Montgomery Zoo's approval (with or without directed changes) of the preliminary plans and specifications.

The City of Montgomery Zoo shall have 30 calendar days to review the submittal and approve, disapprove, and/or direct that changes be made. In the event it is necessary for the Concessionaire to resubmit all or part of the final plans and specifications, the time involved in this effort must be absorbed by the concessionaire in its work schedule.

F. Records, Statements, Payments, Auditing, Inspection

The Concessionaire shall provide The City of Montgomery Zoo with a weekly sales summary report, within seven days of week's end, showing each day on which there were sales. The report shall reflect individual unit sales grouped by category as follows:

- Concession Stands
- Portable Carts (locations identified)
- Catering

- Vending

Additionally, within 20 days after the expiration of each calendar month, concurrently with the remittance of the percentage payment, the Concessionaire shall deliver a detailed statement of gross receipts, sales, and transactions, broken down per unit, in the preceding calendar month, which statement shall be signed by an authorized representative of the Concessionaire.

Sales at all locations shall be recorded on a tape-type, non-resettable cash register or point-of-sale system.

The Concessionaire shall be required to submit, at such intervals as The City of Montgomery Zoo may prescribe, other financial statements, setting forth items of gross receipts and such other information as The City of Montgomery Zoo may require.

The City of Montgomery Zoo, or its duly authorized representatives, shall have the right to inspect/audit, at reasonable times during business hours, all books and records of the concessionaire relative to every aspect of operations under the contract. Upon ten (10) days written notice, Concessionaire shall deliver to The City of Montgomery Zoo at its office any and all documents required to be kept and maintained pursuant to the contract.

In the event The City of Montgomery Zoo is not satisfied with any monthly or annual statements submitted by Concessionaire, The City of Montgomery Zoo shall have the right to engage auditors to conduct a special audit of the books and records, which Concessionaire is required to compile and maintain. If such audit shows a deficiency in reporting concession fees for the period covered, and a deficiency in the payment of such fees shall be finally determined to exist, the amount thereof shall be paid promptly by Concessionaire. If any inspection or audit made by or on behalf of The City of Montgomery Zoo discloses a discrepancy in any statement of gross receipts and/or in the amount of fees owed, the Concessionaire shall forthwith pay the sum of money owed to The City of Montgomery Zoo plus a service charge of 2% of said sum per month for each month from the date payment was due until the date payment is made. Further, in the event any of the aforesaid audits or inspections discloses a single cumulative discrepancy in excess of 1% of the amount previously paid by Concessionaire to The City of Montgomery Zoo on account of the month in question, Concessionaire shall forthwith pay The City of Montgomery Zoo the cost of the audit and/or inspection. Said cost of audit and/or inspection shall include all direct and indirect salary costs of The City of Montgomery Zoo, any charges made by any consultant of The City of Montgomery Zoo, and materials, supplies and administrative overhead (as shall be determined by The City of Montgomery Zoo from time to time during the term of the contract).

The City of Montgomery Zoo, its agents or representatives shall have the right to observe any transaction or transactions between the Concessionaire and the public during the dispensing of food, drinks or other items, to include catering services, for the purpose of verifying the quality and quantities thereof, the charges made and the accountability of revenue received.

The City of Montgomery Zoo or its duly authorized agents or representatives shall have the right to make any and all examinations, tests, measurements, weights, etc., as it may desire, of

materials in the Concessionaire's possession for sale in accordance with the provisions of the contract, in order to determine the quality and quantity thereof.

G. Exclusive Concession Rights

Except as hereinafter provided, the Concessionaire shall have the exclusive right to operate concessions at the Zoo.

The City of Montgomery Zoo reserves the right to negotiate exclusive rights in select product categories, with all fees, royalties, marketing, philanthropic support and the like accruing directly to The City of Montgomery Zoo. The Concessionaire will be involved in those negotiations and will be assured competitive pricing and quality of product in order that the Concessionaire may optimize sales of said products. If the Concessionaire has pre-existing exclusive agreements in these categories, the Concessionaire will pay The City of Montgomery Zoo fees, royalties, marketing, philanthropic support and the like, consistent with such that The City of Montgomery Zoo would otherwise have negotiated.

From time to time, the Zoo will have new exhibits and animals, evening and other events that may require new product development and themed presentations, as well as additional merchandising services. The City of Montgomery Zoo will give the Concessionaire advance notice of the nature of these efforts and events with information regarding each.

Every effort will be made by The City of Montgomery Zoo to notify the concessionaire of changes or cancellations of the programs of which due notice has been given. However, The City of Montgomery Zoo shall not be liable to the Concessionaire for failure to deliver notice of such change or cancellation.

The Concessionaire is to provide year-round food service at the Zoo. The City of Montgomery Zoo acknowledges that most concession locations will operate on a seasonal basis. The seasonal number of locations to be operated, hours of operating and staffing requirements are to be submitted to The City of Montgomery Zoo for approval. The City of Montgomery Zoo reserves the right to require a minimum of one location to remain open at all times the Zoo is open, to serve the general public and employees.

The Concessionaire shall have available a qualified representative to meet with prospective groups to assist in explaining and planning food and beverage service to catered groups.

The City of Montgomery Zoo will give the Concessionaire advance notice of the nature of such scheduled events and pertinent information. Every effort will be made by The City of Montgomery Zoo to notify the Concessionaire of the cancellation of scheduled events of which due notice has been given, but The City of Montgomery Zoo shall not be liable to the Concessionaire for failure to deliver notice of such cancellation.

The City of Montgomery Zoo will promote the Concessionaire as the preferred caterer, but Concessionaire shall not be given exclusive rights to cater all events or activities at the Zoo. For

the purposes of this RFP, catering will be defined as food and/or beverage service provided for a group, day or evening, that are not done so from the regular facilities, nor from the regular menu.

An outside vendor who caters an event or activity must submit an itemized statement of catering services including food and beverage charges. A surcharge of 10% of the documented cost of food, beverages, and catering services shall be charged to the rental client. This surcharge shall be divided equally between The City of Montgomery Zoo and the Concessionaire. Concessionaire will supervise the operation of the outside vendor and collect such surcharges within ten (10) days after the event. The Concessionaire shall pay the owed half of the surcharge to The City of Montgomery Zoo within ten (10) days after collection, and payment will be made to The City of Montgomery Zoo.

In the operation of any functions authorized in the contract, it shall be understood and agreed that the Concessionaire is an independent contractor and not an agent of The City of Montgomery Zoo

H. Buildings and Equipment

The City of Montgomery Zoo has the substantial investment in the concession equipment and facilities. The City of Montgomery Zoo will favorably consider proposals that utilize the existing equipment, where appropriate, thus minimizing Concessionaire's capital investment and maximizing the return to The City of Montgomery Zoo.

The Concessionaire will maintain, at his own expense, both front and back of the house operations of all concessions.

The Concessionaire will agree to furnish, equip, install, decorate and maintain the premises, efficient for daily operations, within 30 days of taking possession of the premises.

The Concessionaire shall also provide and maintain all utensils and other service equipment according to manufacturer's recommendations and retain a maintenance schedule subject to review by The City of Montgomery Zoo.

The Concessionaire shall structure and equip each facility in such a way as to enable one complete day's anticipated business to be conducted without requiring restocking. At present, there is limited storage available at the Zoo. The City of Montgomery Zoo will work with Concessionaire to identify area(s) for storage based on anticipated needs.

An itemized list showing name, specifications, catalog number and Concessionaire's net cost price of all equipment, properties and furnishings shall be supplied in compliance with the terms of the contract document. Concessionaires shall thoroughly acquaint themselves with all facility drawings to determine what is required.

Maintenance, repair, alteration and replacement of concession equipment and furnishings during the contract shall be at the expense of the Concessionaire, except for maintenance of lines for water, sewer and electrical service to the stub-in point at each facility.

Depreciation for the purpose of the investment made by the Concessionaire to equip, furnish, install and decorate the facilities for all leasehold improvements, FF & E, and graphics shall be within the term of the contract. Depreciation schedules shall be included in the proposal for The City of Montgomery Zoo review and approval. Paper supplies, other disposables, and employee uniforms shall be expensed within each year of the purchase.

Capital improvement items (furniture, fixtures, and equipment) replaced or added by the Concessionaire during the term of the contract shall be purchase by The City of Montgomery Zoo or succeeding Concessionaire at the contract net book value, provided such improvements received prior approval by The City of Montgomery Zoo.

I. Contract Termination

1. The City of Montgomery Zoo may immediately terminate the contract upon occurrence of any one or more of the following:
 - a. Any default by the Concessionaire of any term or condition of the contract, and the continuance of any such default for a period of ten (10) days after written notice by The City of Montgomery Zoo of the same. A default under the contract shall include but is not limited to:
 - (1) The failure of the operator to make any payment to The City of Montgomery Zoo as required in the contract for a period of thirty (30) calendar days after such payment is due, or payment to any governmental agency for sales of other taxes, when due; or
 - (2) The voluntary abandonment of any facility by the operator; or
 - (3) The failure of the operator to secure all necessary decrees, acts, orders, consents, licenses, certificates, and/or permits and insurance necessary to manage and operate Zoo facilities; or
 - (4) The failure of the Concessionaire to meet Quality Assurance Criteria as established by mutual agreement between the Concessionaire and The City of Montgomery Zoo and made part of the contract between Concessionaire and The City of Montgomery Zoo.
 - b. Judicial proceedings in any state and/or any United States Federal Court as follows:
 - (1) The filling by the Concessionaire of a voluntary petition in bankruptcy or insolvency, or a petition for reorganization.

- (2) The consent to an involuntary petition in bankruptcy or the failure to vacate within sixty (60) calendar days from the date of entry thereof any order approving an involuntary petition by the Concessionaire.
 - (3) The appointment of a receiver for all or a substantial portion of the property of the Concessionaire.
 - (4) The entering of an order, judgment or decree by any court of competent jurisdiction on the application of a creditor, which adjudicates the operator as bankrupt or insolvent or approves a petition seeking reorganization, or appoints a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree continues unstated and in effect for any period of one hundred twenty (120) consecutive days.
- a. Concessionaire recognizes that The City of Montgomery Zoo possesses a special, unique, and extraordinary character as a non-profit tax-exempt organization and guarantees that it, the Concessionaire, shall operate the facilities at the Zoo to further the excellence and the experience for visitors at the Zoo. If at any time The City of Montgomery Zoo determines that continued operations pursuant to the contract with the Concessionaire will harm, bring into disrepute, or affect the integrity of the Zoo, or are not in keeping with the dignity of the Zoo, or if at any time The City of Montgomery Zoo deems that it would be in its best interest to not continue with the contract with the Concessionaire, this contract may be cancelled for the convenience of either party, by either party giving **sixty (60) days** notice to the other party.
 - b. The City of Montgomery Zoo shall have the right to terminate the contract for any reason (including change of control or ownership of the concessionaire) or no reason by giving the Concessionaire a minimum sixty (60) days' written notice specifying the date for such termination.

J. Conduct Upon Expiration or Termination

1. Within ten (10) days after the expiration or termination of the contract, the Concessionaire shall remove from Zoo premises all property related to the contract, and belonging to the Concessionaire. The Concessionaire shall leave the areas it has occupied in a clean state and in good repair. The Concessionaire's property left on Zoo premises after such time shall be considered abandoned and shall be subject to disposal by The City of Montgomery Zoo.
2. Both parties may exercise any and all rights and remedies available under applicable provisions of law, including herein.

- (3) The appointment of a receiver for all or a substantial portion of the property of the Concessionaire.
 - (4) The entering of an order, judgment or decree by any court of competent jurisdiction on the application of a creditor, which adjudicates the operator as bankrupt or insolvent or approves a petition seeking reorganization, or appoints a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree continues unstated and in effect for any period of one hundred twenty (120) consecutive days.
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2. Both parties may exercise any and all rights and remedies available under applicable provisions of law, including herein.
3. The City of Montgomery Zoo shall not be responsible for any payment of un-amortized capital investment (if any) of the Concessionaire, except as expressly provided herein.
 - a. The City of Montgomery Zoo shall have the right to access books and records following termination for any reason.

SPECIAL PROVISIONS

NO. 1

THE CITY OF MONTGOMERY REQUIRES THAT A BOND BY A RELIABLE SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF ALABAMA BE FILED WITH EACH PROPOSER'S PROPOSAL THAT EXCEEDS \$50,000.00. SUCH BOND SHALL BE FOR THE SUM OF FIVE PERCENT (5%) OF THE TOTAL PROPOSAL. A CASHIERS CHECK PAYABLE TO THE CITY OF MONTGOMERY OR AN IRREVOCABLE LETTER OF CREDIT SHALL ALSO BE ACCEPTABLE.

NO. 2

CITY ORDINANCES MANDATE THAT ANYONE WHO TRANSACTS BUSINESS WITHIN THE CITY LIMITS OF MONTGOMERY BY ONE OR ALL OF THE FOLLOWING SITUATIONS IS SUBJECT TO OBTAIN A CITY BUSINESS LICENSE:

- 1) A physical location within the City.
- 2) A representative of your company calls on customer or solicits business within the City.
- 3) Merchandise is delivered into the City on a vehicle other than by common carrier.

PROPOSERS FALLING WITHIN THE ABOVE CATEGORIES WILL BE REQUIRED TO OBTAIN A CITY OF MONTGOMERY BUSINESS LICENSE PRIOR TO ISSUANCE OF A CONTRACT OR PURCHASE ORDER.

BUSINESS LICENSE NO. _____

NO. 3

Verification of E-Verify Enrollment in accordance with the Beason-Hammon Act.

SECTION 9

-The attached form should be completed and signed. Attach to it verification of your enrollment in E-Verify.

**RFP/PROCUREMENT STATEMENT OF COMPLIANCE WITH THE
BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN
PROTECTION ACT AS AMENDED**

This form with attachment is to be returned with the response to any RFP or other form of procurement and is to be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama.

State of _____
County of _____

“As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, I hereby state that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.”

I further assert that said business entity/employer/contractor is enrolled in the E-Verify program if enrollment is not eligible to enroll because of the rules of that program or other factors beyond its control. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature

ATTACHMENT: VERIFICATION OF E-VERIFY ENROLLMENT.

THIS FORM PROVIDED FOR COMPLIANCE WITH SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) (b).and (c) as amended.