

This R.F.P. No **1-1019** 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
October 25, 2018

Gentlemen:

Sealed proposals for **Food and Beverage Concessions Operation Services** will be received by the undersigned until 2:00 P.M. **November 8, 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 Mr. Murray Wilson at phone number (334) 360-4318.

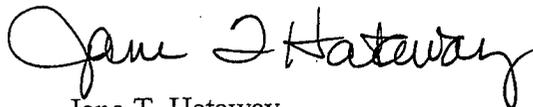
AMBIGUITIES - Proposers aware of any problem or ambiguity in interpretation of the provisions of this solicitation should seek an explanation, before proposing, from the City Purchasing Agent.

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. Proposal Notes.
3. Special Provisions.

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 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.
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 per occurrence with aggregate of \$2,000,000.
3. In the event that any lawsuit is filed against the City of Montgomery, 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 Montgomery, 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 Montgomery shall promptly notify the successful proposer of any incident, claim or lawsuit of which City of Montgomery 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 Montgomery 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 Montgomery or their employees

5. City telephones shall not be used for personal reasons nor for any toll or long distance calls.
6. The successful proposer shall understand that the awarded contract is for personnel services and is not assignable.
7. The City of Montgomery reserves the right to accept or reject any or all proposals within a minimum of 30 days after proposals are opened.
8. Proposers making exceptions to the proposal specifications which require the City of Montgomery to make modifications or add items necessary to meet specifications either in-house or by contract may have the costs involved added to their price proposal.
9. **PLEASE NOTE SPECIAL PROVISIONS ATTACHED.**

- 10. **INCOMPLETE PROPOSAL BONDS AND UNSIGNED PROPOSAL FORMS WILL BE CAUSE FOR DISQUALIFICATION OF A PROPOSAL.**
- 11. Contract period will be for a one (1) year period from date of award with an option to renew two (2) additional one (1) year periods or up to three (3) years from date of award.
- 12. This contract may be canceled for the convenience of either party, by either party giving sixty (60) days notice to the other party.
- 13. **BID SHOULD CONSIST OF THE ORIGINAL AND ONE (1) COPY (INCLUDING CATALOGS, BROCHURES, ETC.).**
- 14. **BUSINESS OWNERSHIP:
SMALL – LESS THAN 50 EMPLOYEES OR GROSS RECEIPTS LESS THAN \$1,000,000.00 PER YEAR, INDEPENDENTLY OWNED AND OPERATED.
_____ YES _____ NO
MINORITY AND WOMEN OWNED – AT LEAST 51% OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS AND WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE OF THOSE INDIVIDUALS.
_____ YES _____ NO**

EXCEPTIONS TO SPECIFICATIONS:

_____	_____
_____	Proposal Date
_____	_____
_____	Terms of Payment & Discount
_____	_____
_____	Delivery Date
_____	Phone No
_____	_____
_____	Company
_____	_____
_____	Mailing Address
_____	Fax No.
_____	_____
_____	Email Address
_____	_____
_____	BY: _____
_____	(Signature)
_____	BY: _____
_____	(Printed Name)

REQUEST FOR PROPOSAL

FOOD AND BEVERAGE SERVICE CONTRACT CRAMTON BOWL FOOTBALL STADIUM

PURPOSE:

The City of Montgomery desires to contract Food and Beverage Concessions Operation Services at the Cramton Bowl Football Stadium.

DESCRIPTION:

Services will include sale of pre-packaged food, popcorn, candy, etc. and other approved and appropriate items, and non-alcoholic beverages (soft drinks, coffee, water, etc.). Also, when appropriate, point of sale satellite food and beverage stations will be necessary to offer variety and better service to the public during major events.

A special events ABC license is held for appropriate events requiring such.

Successful bidder must abide by the terms of a pre-existing contract with Coca Cola for pouring and product rights.

OPERATIONS:

Food and Beverage Contractor (F & B Contractor) will be a provider for public functions in the facilities.

SPECIFICATIONS:

F & B Contractor must provide the following:

1. Any and all other elements necessary to conduct business
2. Health Department Inspections
3. Concession Cleanliness
4. Ability to obtain City of Montgomery Business License

PROVIDED:

- The City of Montgomery will provide concession areas, utilities, and building repair and maintenance.
- The Contract shall establish and implement methods of ensuring that all keys issued to him by the City of Montgomery are not lost, or misplaced and are not used by unauthorized persons.

- A schedule of events (Attached)
- On-site inspections may be scheduled through Murray Wilson at (334) 360-4318.
- Direct all other inquiries to Robert Spivery at rspivery@montgomeryal.gov
- Gross revenue figures for previous years:
2015 - \$149,311 2016 - \$169,678 2017 - \$128,885

SUBMITTAL:

1. All bids must be sealed and clearly marked "Food and Beverage Concessions Operation Services
2. Cover letter signed by the principal and responsible contact with all company information, relevant experience and references.
3. Financial offer to City of Montgomery for food and beverage rights shall be in the form of a monthly lease payment based on a percent of revenue (do not submit percent of net income), and at least a sample of proposed contract.

EVALUATION:

The City of Montgomery 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 Montgomery may consider any additional information provided or other relevant factors in its decision making process. The City of Montgomery reserves the right to award on this proposal on an all or none basis or item by item 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 Montgomery.

RFP NO. 1-1019

2018 CRAMTON BOWL FOOTBALL SCHEDULE

Revised August 1, 2018

Day	Date	Visitor	Home	Time
Thursday	19-Jul	*AHSAA All-Star Football Game*		7:00pm
		SECIS Kickoff Classic		
Friday	10-Aug	Laurence Manning Acad. (SC)	Lamar School (MS)	4:00
		Brookwood School (GA)	Bessemer Academy (AL)	7:00
Saturday	11-Aug	Thomas Heyward Acad. (SC)	Brookhaven Academy (MS)	4:00
		Tuscaloosa Academy (AL)	Copiah Academy (MS)	7:00
		Champions Challenge		
Thursday	23-Aug	Sweet Water	Clarke County	7:00
Friday	24-Aug	Thompson	James Clemens	7:00
		Guardian Credit Union FCS Kickoff		
Saturday	25-Aug	North Carolina A & T	Jacksonville State University	6:00
Day	Date	Visitor	Home	Time
Thursday	30-Aug	Sidney Lanier	Robert E Lee	7:00
Friday	31-Aug	Jeff Davis	Park Crossing	7:00
Thursday	6-Sep	Dothan	Park Crossing	7:00
Friday	7-Sep	Robert E Lee	Jeff Davis	7:00
Thursday	13-Sep	Auburn	Robert E Lee	7:00
Friday	14-Sep	Eufaula	Sidney Lanier	7:00
Thursday	20-Sep	Dothan	Carver	7:00
Friday	21-Sep	Sidney Lanier	Park Crossing	7:00
Saturday	22-Sep	Smith Station	Robert E Lee	11:30
Thursday	27-Sep	Jeff Davis	Lanier	7:00
Friday	28-Sep	Carver	Robert E Lee	7:00
Thursday	4-Oct	Prattville	Robert E Lee	7:00
Friday	5-Oct	Northview	Carver	7:00
Saturday	6-Oct	Eufaula	Park Crossing	TBA
Friday	12-Oct	Carver	Sidney Lanier	7:00
Thursday	18-Oct	Russell County	Park Crossing	7:00
Friday	19-Oct	Central Phenix City	Jeff Davis	7:00
Thursday	25-Oct	Enterprise	Jeff Davis	7:00
Friday	26-Oct	Park Crossing	Carver	7:00
Saturday	27-Oct	Northview	Sidney Lanier	TBA
Wednesday	31-Oct	Middle School Championship		7:00
Friday	2-Nov	Prattville	Sidney Lanier	7:00
Saturday	3-Nov	YMCA Day of Football		TBA
Thurs/Fri	Nov 8,9,15,16,22,23,29,30 are possible playoff games			TBA
Friday	30-Nov	AISA All-Star Football Game		7:00
Saturday	15-Dec	Raycom Camellia Bowl		4:30
Monday	17-Dec	Alabama/Mississippi Game		TBA

REQUEST FOR PROPOSAL

FOOD AND BEVERAGE SERVICE CONTRACT MULTIPURPOSE FACILITY

PURPOSE:

The City of Montgomery desires to contract Food and Beverage Concessions Operation Services at the multi-purpose facility, located at the south end of Cramton Bowl, 220 Hall Street. (does not include Cramton Bowl).

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.). Also, when appropriate, point of sale satellite food and beverage stations will be necessary to offer variety and better service to the public during major events. Successful proposer must abide by the terms of a pre-existing contract with Coca Cola for pouring and product rights. Success proposer must hold ABC license.

OPERATIONS:

Food and Beverage Contractor (F & B Contractor) will be a provider for public functions in the multi-purpose building. Private events will be on an as needed basis.

SPECIFICATIONS:

F & B Contractor must provide the following:

1. Any and all other elements necessary to conduct business
2. Health Department inspections
3. Concession Cleanliness
4. Ability to obtain City of Montgomery Business License

PROVIDED:

- The City of Montgomery will provide two (2) concession areas, utilities, and building repair and maintenance.
- City owned installed equipment i.e., warmers, ice machines service tables.
- The Contractor shall establish and implement methods of ensuring that all keys issued to him by the City of Montgomery are not lost, or misplaced and are not used by unauthorized persons.
- Employee Identification Tags will be provided by the City of Montgomery.

- New contract to begin approximately January 1, 2019.
- On-site inspections may be scheduled through Murray Wilson at (334) 306-4318.
- Direct all other inquiries to Robert Spivery at rspivery@montgomeryal.gov.

SUBMITTAL:

1. All bids must be sealed and clearly marked "Food and Beverage Concessions Operation Services RFP No. 1-1019"
2. Cover Letter signed by the principal and responsible contact with all company information, relevant experience and references.
3. If company has contracted pouring rights with a beverage company, please provide letter stating beverage company conditions and terms of contract.
4. Financial offer to City of Montgomery for food and beverage rights at the multi-purpose facility shall be in the form of a monthly lease payment based on a percent of revenue as follows:
 1. Food and non-alcoholic beverages %
 2. Alcohol %
 3. Catering % (Optional)
 4. Sample of proposed contract

Items #'s 1 and 2 will be awarded; Item #3 will be provided as an option only and may or may not be provided by F & B contractor for all catered events. Do not submit percent of net income.

EVALUATION:

The City of Montgomery 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 Montgomery may consider any additional information provided or other relevant factors in its decision making process. The City of Montgomery reserves the right to award on this proposal on an all or none basis or item by item 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 Montgomery.

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.

1/3/2013