

CITY OF BRANDON
REQUEST FOR PROPOSALS
CONCESSION OPERATIONS

The City of Brandon, Mississippi is seeking services for the operations of concession stands.

RFP requirements may be obtained from the City Clerk's office at 1000 Municipal Drive, Brandon, MS 39042.

Proposals must be sealed, marked in the lower left-hand corner with "**RFP CONCESSION OPERATIONS**" and the date of opening. Proposals must be submitted to the City Clerk, 1000 Municipal Drive, Brandon, MS on or before 2:00 p.m. on January 31, 2020.

The City of Brandon reserves the right to reject any and/or all proposals, to accept any proposal deemed to be in the best interest of the City, and to waive informalities.

Butch Lee, Mayor

Angela Bean, City Clerk

Publication Dates: January 15, 2020
 January 22, 2020



**REQUEST FOR PROPOSAL
FOR PROFESSIONAL
SERVICES FOR
CONCESSION OPERATIONS**

for

The City of Brandon, MS

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**CITY OF BRANDON
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REQUEST FOR PROPOSAL (RFP)
Concession Operations
for Concession Stand

The City of Brandon is soliciting proposals in order to identify individuals and/or businesses qualified to provide professional services to operate and manage concession stands to be located at Shiloh & The Quarry Parks. This RFP is designed for those interested in creating a contract relationship to operate up to 10 concession buildings at the above referenced City of Brandon parks for a period of three (3) years. During the RFP process, and prior to the execution of an agreement in this respect, the City reserves the right, in considering the submissions received, to extend or reduce the contract period in its sole discretion. The selected concessionaire(s) will be required to operate the facility according to the terms and conditions as outlined in the City's Standardized Concession Agreement which will be prepared subsequent to the RFP process and which will be generally consistent with the provisions herein and which will include such additional provisions as determined by the City, including but not limited to provisions related to performance and termination provisions.

Questions regarding the request for proposals should be presented in writing and emailed to Angela Bean at abean@brandonms.org. The proposals will be opened on the 31st day of January, 2020 at 2:00 p.m., in the Board Room located in City Hall, 1000 Municipal Drive, Brandon, Mississippi 39042. All proposals shall be delivered under seal to:

City of Brandon – City Hall
1000 Municipal
Drive
Brandon, MS 39042
Attn: City Clerk

I. RFP TERMS AND CONDITIONS

- A. This RFP does not commit the City 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 the City, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the City and if required by law may be subject to public disclosure by the City or any authorized agent of the City. The City 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. The City may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The City may request to inspect properties or contact clients referenced in the proposal. The City also reserves the right to conduct investigations with respect to the qualifications of a proposer.
- C. Verbal communication made by any City employee or agent of the City with respect to this RFP is not binding and shall not in any way be considered as a commitment by the City. **Only written responses to questions submitted in writing to the City or written addenda to this RFP issued by the City should be considered by the proposer in preparing and submitting its proposal to the City.**

- D. City employees and officials are prohibited from responding to this RFP or being a party, direct or indirect, to any contract resulting from the RFP and no proposal shall be accepted from, or contract awarded to, any City employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest. No proposer may be a proposer to more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals. Any proposal may be rejected that, in the City's sole judgment, violates these conditions or spirit of these conditions.
- E. The City 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 the City's sole discretion, it is in the City'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;
 - 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 City's best interest to do so;
 - To reject the proposal that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City 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 the City'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 the City's sole judgment, material to the proposal;
 - To permit or reject, at the City'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 the City.
- F. The scope of services sought in the RFP constitute "professional services" and as such are not subject to the express applicable of the public purchasing statutes. In furtherance of this process, the City may enter into negotiations for a contract, on terms and conditions satisfactory to the City with one or more selected proposer(s), to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. All proposers are advised that such negotiations may result in changes in terms material to this RFP; in such an event, the City may, but is not obligated to, inform other proposers of the changes, and/or may seek or permit such proposers as it deems to revise their proposals accordingly, unless the City, in its sole discretion, determines that in doing so and permitting such is not in the City's best interest. Should negotiations not prove satisfactory in any respect, the City reserves the right to discontinue negotiations and cancel this RFP process. As determined by the City, additional firms may be asked to enter into negotiations, and/or the City may solicit new proposals.

II. BACKGROUND

The Quarry & Shiloh Parks host approximately 40 athletic tournaments between February and November (Fri-Sun) as well as a variety of recreation athletic leagues February – November on Monday, Tuesday, Thursday & Friday nights. Proposers should understand that concessions for these tournaments may be required to be open as many as 20 hours each day. For tournaments, please note there will be times when the Department has only 1 game scheduled. The City acknowledges it may not be profitable to open for just 1 game; however, the City will still require the stand to be open and fully operational in such circumstance.

III. CONCESSION OPERATIONS

Concession operations are a key component to the overall character of the parks. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

Personnel

The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concession in accordance with all Health Department regulations. When all 10 stands are in use, typically it takes 20-25 staff to operate.

Operating Hours

Hours of operation may vary based upon seasons and weather. Minimum hours may include (4) hour week nights and weekends from 7:00am to 2:00am, or until the conclusion of the scheduled activity, whichever occurs first. Please see **Attachment 5** for a typical schedule.

Menu Items

The concessionaire is expected to serve quality food and drinks to meet the needs of the visiting public. The menu should consist of hamburgers, hot dogs, nachos, cold drinks, bottled water, and other snacks. Alcohol, beer and/or wine sales are not permitted. The operator will be required to comply with any and all of the City's exclusive license agreements. All menu prices must be submitted to the City for approval prior to any product sales. The City encourages the use of local vendors where applicable.

IV. QUALIFICATIONS

To ensure a high-quality level of operation for the facility, proposers must demonstrate minimum experience and qualifications. Applicants must complete the City's Vendor Application Form (**Attachment 2**) and provide evidence of the following:

- Experience in successfully operating and managing a similar type of business.
- Fiscal solvency and capacity to provide adequate services.
- Demonstrated track record of being an equal opportunity employer.
- Must not be currently indebted to the federal government, State of Mississippi, or the City of Brandon for non-payment of taxes, fines, judgments, liens, or fees.

V. PROPOSAL INSTRUCTIONS

Submission Date and Requirements

Two original *unbound* copies of completed proposals must be submitted to:

**City of Brandon
City Hall – Office of the City Clerk
Proposal for Concession Operations
1000 Municipal Dr.
Brandon, MS 39042**

The following conditions apply to this submission:

- **Proposals must be submitted no later than 2:00 PM, on January 31, 2020.** Late proposals will not be accepted but the City may determine to add proposers as provided herein-above.
- Proposals must be signed, in ink, by an individual duly authorized to bind the Proposer and must be sealed and labeled on cover with the RFP title and Proposer's name.
- Proposals must be 1 ½ spaced (or double-spaced) and in a font size of 12 or larger. **Proposals typed single-spaced or in a font size smaller than 12 will not be accepted.**
- Proposals or proposal components **will not** be accepted via facsimile (fax) transmission.
- Proposals shall remain binding for 120 days from the date of proposal submission.
- The City reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

VI. REQUIRED ELEMENTS OF PROPOSALS

Respondents may submit any information they deem necessary and appropriate for the City to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

- Vendor Application (Use form listed as **Attachment 2**)
- Checklist for a Complete Submission (Use form listed as **Attachment 4**)
- Description of the proposer's business structure, key staff and their qualifications. The selected proposer will be required to have a background check on all employees and provide the City with copies of such.
- Description of the proposer's relative experience in operating a concession or other similar business enterprise, including relative size of business operated type of retail sales, etc.
- An audited financial statement (or a financial statement prepared by a certified public accountant) from the last full year of operation of a similar business enterprise. If you wish for this financial information to be kept out of the public record, to the extent that the City may lawfully do so, please submit ONE COPY in a separate envelope, with the words 'FINANCIAL INFORMATION' along with your name on the envelope. This information will be held apart from the proposal and will be returned upon completion of the selection process. Proposer is advised that in the event there is a public records request for such information that the City will inform the proposer of such and then it shall be the duty of the proposer to take such action, at its expenses, as may be necessary to preserve and protect its interests in this regard.
- A proposed annual budget for the operation of the concession stand for the proposed term of the agreement. Include a brief narrative that generally describes the anticipated expenses, revenues, and net income for each year.
- A sample menu, including proposed prices, together with a list of merchandise that may be available for rent and/or sale. Drink products other than coffee must be Pepsi Products purchased from Brown Bottling Distributors. Proposer shall be responsible for negotiating pricing from said distributor, separate and apart from the City.
- At least three references that have first-hand knowledge of the proposer's ability to successfully operate and maintain a high-quality concession. If possible, at least one reference should be a public entity other than the City of Brandon.

VII. REVIEW OF PROPOSAL RESPONSES

Review Process

All proposals received by the deadline will be evaluated by the Parks and Recreation Staff. Upon the review of the quality and responsiveness of the proposals received, the Director of Parks will make recommendations to the City Mayor & Board of Aldermen. Notification of Awards:

The review process will occur during the month of February 2020. Possible interviews of the final candidates may be scheduled during that time. Final notification of the outcome of the review process is expected by February 3, 2020.

The successful proposer will be required to execute a concession agreement with the City, which is subject to formal approval by the Brandon Board of Aldermen. The City anticipates that the selected proposer will open for business by the second week of February 2020. The proposer will also be required to purchase a City Business License annually.

ATTACHMENTS

- Location Map for Park Concessions (pdf File Map) (Attachment #1)
- Vendor Application Form (Attachment #2)
- Insurance requirements (Attachment #3)
- RFP Submission Checklist (Attachment #4)
- Typical Concession Schedule (Attachment #5)







**CITY OF BRANDON
CONCESSION OPERATIONS
APPLICATION FORM**

TYPE OF APPLICANT:

Legal Contractual Name of Business: _____
 Owner's Name: _____
 Business Mailing Address: _____
 City, State and Zip Code: _____
 E-Mail Address: _____
 Phone: _____ Fax: _____

General Business

Contact Person for Business Operations: _____
 Title: _____
 E-Mail Address for Business Operations: _____
 Business Telephone: _____ Business Fax: _____

Fiscal

Contact Person for Fiscal Operations: _____
 Title: _____
 E-Mail Address for Fiscal Operations: _____
 Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON-PROFIT ☐ FOR PROFIT ☐

Is your business: (check one)

CORPORATION <input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP <input type="checkbox"/>
INDIVIDUAL <input type="checkbox"/>	SOLE PROPRIETORSHIP <input type="checkbox"/>
PARTNERSHIP <input type="checkbox"/>	UNINCORPORATED ASSOCIATION <input type="checkbox"/>

Names & Titles of Co-Owners, Partners, or Board Members
 (Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names and Titles of Business Officers

Names	Title	Phone

Does business have any liens or claims?
(If so, please indicated by whom and specify lien or claim, including any tax delinquencies)

Name of Company	Claim	Lien	Amount

Please provide the following:

Federal Tax Identification Number: _____

Please give description of your concession's operationsexperience_____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

List three references that we may contact to verify your qualifications:

Name_____

Address_____

Phone_____

Name_____

Address_____

Phone_____

Name_____

Address_____

Phone_____

INSURANCE AND INDEMNIFICATION

Insurance

Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the following.

Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

- (a) Public Liability insurance and Product Liability insurance in the amounts of One Million Dollars (\$1,000,000 per person/\$1,000,000 per incident).
- (b) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.
- (c) Workers compensation insurance as required by Mississippi Law.

General Requirements – All of Contractor's Insurance:

- (a) Shall be issued by an insurance company which is an admitted carrier in the State of MS and maintains a Secure Best's Rating of "A" or higher; unless otherwise approved by City;
- (b) General Liability, Automobile Liability and Employer's Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") as additional insured's and contain no special limitations on the scope of protection afforded to City and City personnel. All insurance provided hereunder shall include the appropriate endorsements;
- (c) Shall be primary insurance and any insurance or self-insurance maintained by the City shall be separate of Contractor's insurance and shall not contribute with it;
- (d) Shall be "occurrence" rather than "claims made" insurance;
- (e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City personnel;
- (g) Shall be written by good and solvent insurer(s) admitted to transact business in the State of Mississippi and approved in writing by City; and
- (h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided

Deductibles

Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of this Agreement by City.

Evidence of Coverage

Contractor shall furnish City with certificates of insurance demonstrating the coverage required prior to any

commencement of work to be completed.

Certificates shall be mailed to:

**City of Brandon
Attn: City Clerk
1000 Municipal Dr.
Brandon, MS 39042**

Workers' Compensation Insurance

Contractor shall have Worker's Compensation Insurance as required by Mississippi Law. In the event Contractor contends that it is not required under Mississippi Law to maintain Worker's Compensation insurance, it must provide a written opinion of such to the City from an attorney licensed to practice law in the State of Mississippi having particular expertise in the matter. prior to the execution of any contract with the City. City and City personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with the provisions of Mississippi Law relating to Workers' Compensation.

Indemnification

Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City.. In connection therewith:

Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

**BRANDON PARKS AND RECREATION
CONCESSION RFP SUBMISSION CHECKLIST**

Name of Proposer: _____

Address _____

Phone _____

- _____ Insurance – Public liability insurance and product liability insurance in the amounts of \$1,000,000 per person/\$1,000,000 per incident and Worker's Compensation insurance as required by Mississippi Law. Proof of insurance must be provided to the City upon award of bid.
- _____ Agree to comply with all local and state health codes.
- _____ Be responsible for clean-up of park grounds within 100 feet of each stand.
- _____ Provide equipment not already provided by the City.
- _____ Concessioner agrees to pay City _____% of the gross revenues received in operation of stand or a flat rate.
- _____ Concessioner agrees to pay the accepted % of gross revenues to the City by the tenth day of each month.
- _____ Concessioner agrees to provide written verification of gross revenues monthly.
- _____ Concessioner will not hold City liable for products while left in stand overnight.
- _____ Length of contract is three years.
- _____ Contract will not be assigned to other party
- _____ Include completed Vendor Application
- _____ Include anticipated budget of income and expenditures for the length of the contract
- _____ Include complete RFP Checklist
- _____ Include sample menu

Concession Schedule

January

Tournaments as scheduled.

February

Tournaments as scheduled.

March

Champ & 5 Ball – Spring Rec Baseball & Softball. Monday, Tuesday, & Thursday 5-9pm

Soccer – Spring Soccer. Monday, Tuesday, & Thursday 5-9pm

Tournaments as scheduled.

April

Champ & 5 Ball – Spring Rec Baseball & Softball. Monday, Tuesday, & Thursday 5-9pm

Soccer – Spring Soccer. Monday, Tuesday, & Thursday 5-9pm

Tournaments as scheduled.

May

Champ & 5 Ball – Spring Rec Baseball & Softball. Monday, Tuesday, & Thursday 5-9pm

Soccer – Spring Soccer. Monday, Tuesday, & Thursday 5-9pm

Tournaments as scheduled.

June

Champ & 5 Ball – Spring Rec Baseball & Softball. Monday, Tuesday, & Thursday 5-9pm

Tournaments as scheduled.

July

Tournaments as scheduled.

August

Soccer – Fall Soccer. Monday, Tuesday, & Thursday 5-9pm. Saturday 730am-12p

Tournaments as scheduled.

September

Champ & 5 Ball –Fall Rec Baseball & Softball. Tuesday & occasion Mon/Thurs 5-9pm

Soccer – Spring Soccer. Monday, Tuesday, & Thursday 5-9pm. Saturday 730am-12p

Football – Flag & Tackle Football. Monday, Tuesday, & Thursday 5-9pm

Tournaments as scheduled.

October

Champ & 5 Ball –Fall Rec Baseball & Softball. Tuesday & occasion Mon/Thurs 5-9pm

Soccer – Spring Soccer. Monday, Tuesday, & Thursday 5-9pm. Saturday 730am-12p

Football – Flag & Tackle Football. Monday, Tuesday, & Thursday 5-9pm

Tournaments as scheduled.

November

Champ & 5 Ball –Fall Rec Baseball & Softball. Tuesday & occasion Mon/Thurs 5-9pm

Soccer – Spring Soccer. Monday, Tuesday, & Thursday 5-9pm. Saturday 730am-12p

Football – Flag & Tackle Football. Monday, Tuesday, & Thursday 5-9pm

Tournaments as scheduled.

December

Tournaments as scheduled.