



**Please send proposals to the following address:**

**Valdosta-Lowndes County Parks and Recreation Authority  
Attn: George Page, Executive Director,  
1901 North Forrest Street  
PO BOX 1746  
Valdosta, GA 31603**

**Proposals Due: Tuesday, February 14, 2011, 1:00 pm**

**REQUEST FOR PROPOSALS FOR VALDOSTA-LOWNDES COUNTY PARKS AND RECREATION AUTHORITY CONCESSION SERVICES AT VALLOTTON PARK, FREEDOM PARK and PINEVALE FIELD**

**Introduction:**

Valdosta-Lowndes County Parks and Recreation Authority, herein referred to as “Authority”, is accepting proposals for food and beverage concession services at the Vallotton Park, Freedom Park, Scott Park and Pinevale Field. These parks have a multitude of athletic leagues and day use visitors during peak seasons but concessions may be provided throughout the year if desired and authorized. There are permanent concession stands at all locations except for Scott Park. As of this writing, a mobile concession stand by the concessionaire will have to be provided for Scott Park. The concession operator will be responsible for securing all necessary permits, and be in strict compliance with all municipal, county, and state health code requirements.

**Scope of Work:**

The scope of work applies in order to provide adequate food and beverage concession services during peak use hours at parks. Peak use typically occurs on weeknights (6pm – 10pm) from March through June and September through November. Saturday hours will vary.

The Concessionaire agrees to operate concession services in good faith and in accordance with the conditions listed below:

**The Concessionaire shall:**

1. Ensure the concession equipment and operation meet all requirements as set forth by the State of Georgia Department of Environment Health and Food Service Establishments. It is the responsibility of the Concessionaire to ensure that the facility meets the guidelines for Food Service Establishments and/or other laws as applicable
2. Agree to accept all responsibility and liability regarding the food service operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession equipment and all utensils, providing fresh, uncontaminated food products, as well as, properly preparing, handling and storing all food items so as not to pose a health risk to the general public.
3. Agrees to obtain all appropriate permits from the appropriate agencies, including zoning and the Lowndes County Health Department, or other appropriate permitting agency prior to this usage.
4. Will provide all equipment, supplies, items, and articles. Utilities such as water and electricity, necessary for provision of concession sales are available at all facilities.
5. Will not hold the VLPRA or any of its employees responsible in the event of injuries to persons who operate the concession stand and will release the Authority from any and all claims.
6. Will hold the VLPRA harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the VLPRA for reasons associated with the concession operation providing a full indemnity to the Authority on all claims.
7. Agrees to operate concession stand for peak use times and remove concession vehicle from park grounds at the end of each day.
8. Shall provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service in accordance with the American's with Disability Act Accessibility Guidelines (ADAAG). Discriminatory methods of operation will not be tolerated.
9. Will notify the VLPRA if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). The Authority may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another concessionaire for that time period with no recourse from the concessionaire.
10. Shall conform to and abide by all park/usage policies, all state and federal laws and regulations that are applicable to public park concession sales, and instructions from the Director or delegated Authority staff.

11. Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession workers should not be minors unless directly supervised by an adult concession worker.

12. Agrees to honor any concessionaire contracts or concession-related obligations of the VLPRA. Contract/Obligations in effect at this time are: various special events throughout the year (e.g. concerts, etc.)

13. Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices along with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contract must be approved by the Director or delegated Authority staff. The VLPRA has the right of final approval of menu and pricing. The Authority reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.

14. Agrees to pay the VLPRA **30 percent of its gross receipts** for sales made in the identified and approved facilities.

15. Shall submit a sales report and payment to the VLPRA on a monthly basis. The sales report is due no later than the 15th day of the month following the report month, and must be accompanied by the appropriate payment.

18. Agrees to purchase and maintain for the entire term of the contract, the following insurance covering its operation, a certificate of insurance is to be provided with the initial proposal to the Town:

General Liability – Bodily and property damage liability as shall protect the Concessionaire and any subcontractor performing work under this contract from claims of bodily injury and property damage which arise from the operations of this contract whether such operations are performed by Concessionaire, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars

(\$1,000,000.00) bodily injury each occurrence/aggregate, or one million dollars (\$1,000,000.00) property damages each occurrence/aggregate, or one million dollars (\$1,000,000.00) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for auto, products/completed operations, personal injury liability and contractual liability. The VLPRA is to be named an “additional insured” at the time a contract is entered into.

Commercial concessionaires shall have Commercial General Liability with the same amounts and coverage listed in Item 1 (above).

Commercial concessionaires shall also have Workers Compensation insurance in the amount and form to meet all applicable requirements of the laws of the State of Georgia if applicable.

19. Contractor will provide a list of all employees responsible for concession sales at park facilities prior to commencement of work and provide an immediate update for any new employees performing these duties during the contract period.

**The VLPR:**

1. Will provide concessionaire with schedules of all park activities during the time of the contract. Notification of rescheduled games/events and tournaments will be given to the concessionaire as soon as dates are confirmed.

2. Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.

3. The VLPR also reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the VLPR.

5. VLPR will require all concessionaire staff working in the park(s) to complete a background check as adopted by the VLPR BOARD.

6. VLPR has the right at any time to be the sole concession provider for select tournaments throughout the contract.

**OBLIGATION AND INDEMNITY**

1. Neither party shall be held responsible to the other for losses resulting from fire, flood, ice, snow, Act of God or any cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence the party is unable to prevent.

2. The Concessionaire agrees to indemnify and hold harmless the Authority from any and all liability incurred, and will take up and defend any litigation arising from, any injury or damage to any person or firm resulting from any negligent or willful act or omission of the concessionaire, its agents or employee in performing the services here under.

**CANCELLATION OF CONTRACT**

The VLPR reserves the right to terminate this contract immediately for any of the following reasons:

inaccurate reporting and/or failure to report sales revenue and submit proper percentages or fees to the Authority

opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.

failure to properly serve a scheduled or assigned event previously agreed upon by concessionaire as determined by the VLPR.

detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well-being of patrons, property or service of the Authority

failure to comply with any aspect of the contract.

□ Concessionaire extends concession operation to any other park, facility or area managed by the VLPRA other than the locations listed in the first paragraph of this RFP, without the express, written consent of the Authority.

**Contract Duration/Renewal Option(s):**

I. The proposed duration of work will be from March 1, 2012 through June 30, 2012 with an annual renewal option for one (1) year then beginning July 1, 2012 through June 30, 2013. Concessionaire will hold price of all products submitted for the first four months of the contract. VLPRA and concessionaire will negotiate an acceptable cost adjustment upon conclusion of the first four months of service and subsequent year thereafter should the VLPRA elect to renew the contract.

II. VLPRA may add or delete services, or cancel the contract at its discretion with a minimum 30 day written notice to the concessionaire.

**Submittal Requirements:**

All submittals must be complete and submitted **no later than 1:00 pm on February 14, 2012.**

Incomplete and late submittals will be rejected. Submittals must be in a sealed envelope or package and clearly labeled “Valdosta-Lowndes County Parks and Recreation Authority Concession Stand Services Attention: George Page” and contain the following:

A. Letter of Submittal providing a history of the concessionaire and services provided to other clients that demonstrates the contractor’s readiness for this service. Letter must also include park(s) concessionaire is submitting for.

B. Recent photograph(s) of a well maintained concession service vehicle.

C. Provide a proposed menu and pricing for menu items.

D. Submit a list of “healthy choice” menu alternatives and pricing. “Healthy choice” menu options include, but are not limited to, low fat food products, fruits, vegetables, salads, yogurts, whole grain products, and low calorie beverage items.

E. Attachment A: Concessionaire must provide references from at least three other clients in the area that have been serviced by their company for at least 2 years.

F. Attachment B: Signed submittal authorization.

Additional Information and Questions may be directed to George Page, at 229.259.3507.

**Attachment A: References**

Client Served:  
Contact Person:  
Years Served:  
Phone:  
Client Served:  
Contact Person:  
Years Served:  
Phone:  
Client Served:  
Contact Person:  
Years Served:  
Phone:

**Attachment B: Signed Submittal Authorization**

This Submittal is executed by the person signing below, who warrant they have the authority to submit this proposal.

Company:

Address:

Phone:

Authorized Name:

Position Held:

Signature: Date: