

REQUEST FOR PROPOSAL

FOOD CONCESSION SERVICES
CITY OF FAIRBURN

Duncan Park Pool

The City of Fairburn will receive sealed proposals at Fairburn City Hall 56 Malone Street Fairburn, Georgia 30213 until **12:00 (Noon) on April 17, 2017** for "Food Concession Services." These services must include a vendor provided portable concession unit, which will be placed on a concrete pad with utilities provided by the City within the Pool's compound.

A pre-proposal conference will be held on **Wednesday, March 22, 2017 at 11:00 a.m.** at the Duncan Park Pool & Splash Pad. Staff will be available to respond to any questions proposers may have about the Request for Proposal (RFP). All official responses to the pre-proposal conference will be provided in writing in the form and posted on the City's website.

All proposals must conform to the instructions in the Request for Proposal. Interested proposers may obtain a copy of the complete Request for Proposal by logging into the City of Fairburn's website: <http://www.fairburn.com/>

REQUEST FOR PROPOSALS

FOR

**FOOD CONCESSION SERVICES
CITY OF FAIRBURN**

DUNCAN PARK POOL AND SPLASH PAD

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ATTACHMENTS:

A – Sample Concession Stand Menu

**GENERAL INFORMATION
PART I**

1-1 DEFINITIONS

For the purposes of this Request for Proposal, "proposer" shall mean contractors, organizations, firms, or other persons submitting a response to this Request for Proposal.

1-2 PURPOSE

This Request for Proposal (RFP) provides guidelines and requirements for the submission of proposals in response to RFP for "Food Concession Services – Duncan Park Pool located at:

Clarence Duncan Park
6000 Rivertown Road
Fairburn, GA 30213

1-3 PROPOSAL SUBMISSION AND WITHDRAWAL

The City will receive proposals at the following address:

Fairburn City Hall
56 Malone Street
Fairburn, Georgia 30213

To facilitate processing please mark the outside of the sealed envelope as follows:
Sealed Bid # _____ Food Concession Services – Duncan Park Pool.

Proposers shall submit an original and seven (7) copies of the proposal in a sealed opaque envelope marked as noted above. A proposer may submit by personal delivery or by mail; facsimile submittals will not be accepted.

THE CITY MUST RECEIVE ALL PROPOSALS BY 12:00 (NOON) ON APRIL 17, 2017

Any proposal received by the City of Fairburn at City Hall the after the established deadline will not be accepted.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the designated proposal submittal date and time. After the deadline, proposals become a record of the City and will not be returned to the proposers.

1-4 INVITATION TO PROPOSE

The City solicits offers for the services of responsible proposers to provide Food Concession Services at Duncan Park Pool.

1-5 CONTRACT AWARDS

The City anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous.

The proposer understands that this RFP does not constitute an offer or a contract with the proposers. A contract shall not be deemed to exist and would not be binding until proposals are reviewed and accepted by appointed staff and the best qualified proposal(s) has been identified by the appropriate levels of authority within the City, and approved and awarded by City Council as formal Council action.

The City reserves the right to reject all proposals for any reason, to abandon the project and/or solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1-6 PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation and/or presentation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1-7 INQUIRIES

Questions regarding this RFP must be submitted Chapin Payne, Parks & Recreation Director, in writing by email at: cpayne@fairburn.com. The department will receive written requests for clarification concerning the meaning or interpretations of this RFP, until **Wednesday, April 5, 2017 at 12:00 (Noon)**.

The City will record its responses to inquiries and any supplemental instructions in the form of writing posted on the City of Fairburn's website: <http://www.fairburn.com/parks-and-recreation/> under Duncan Park Pool Concessions RFP, Questions and Answers.

1-8 TIMETABLES

The City and proposers shall adhere to the following schedule in all action concerning this RFP:

- A. A pre-proposal conference will be held on **Wednesday, March 22, 2017 at 11:00 a.m.** at the Duncan Park Pool and Splash Pad. (6000 Rivertown Rd; Fairburn, GA 30213)
- B. The City must receive the proposals before **12:00 (Noon) on April 17, 2017**.
- C. The City will open the proposals on **2:00 p.m. on April 17, 2017**

1-9 DELAYS

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda.

1-10 INSURANCE REQUIREMENTS

The proposer shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
3. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover the City's interest and the City of Fairburn shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverage

The Owner and its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the City of Fairburn of said change of coverage, cancellation, suspension, termination / or

non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

1-11 LICENSES

The proposer, both corporate and individual, must be able to be fully licensed and certified by all regulatory agencies (and subject to their guidelines), for the type of services to be performed. The proposer must possess a business license prior to start of operations of Food Service Concessions.

**INSTRUCTION FOR PREPARING PROPOSALS
PART II**

2-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

2-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

- A. **Letter of Transmittal** - This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work, make a positive commitment to timely supply the services required and a clear statement of the percentage of gross receipts that will be payable to the City of Fairburn. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. This letter should not exceed two pages in length.
- B. Statement acknowledging receipt of each addendum issued by the City of Fairburn.
- C. Qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission should include:
 - 1. Details on the qualifications of the Manager(s), Assistant Manager(s) and individual(s) who will perform the work/services; including resumes, relevant college, or professional courses and experiences in similar work.
 - 2. Details on the qualification of the firm, including documentation of the firm's experience.
 - 3. List at least three (3) current and pertinent professional and financial references (name, address, and telephone numbers) that the City may contact in relation to the proposer's qualifications and experience in similar type work.
 - 4. List at least three (3) current and former clients (name, address, telephone numbers) that the City can contact in relation to the proposer's qualifications and experience in similar types of provision of Food Concession Services.
 - 5. Copy of the proposer's Financial Statement for the last fiscal year.
 - 6. Performance statement specifying proposer's expectations of accomplishment in the first year of operation and thereafter.

All proposals submitted shall be valid and binding for a period of 90 consecutive calendar days beginning with the acceptance on the established due date.

D. **Scope of Work** - This section of the proposal should explain the scope of work as understood by the proposer and detail the approach, activities and work products as set forth herein. The proposal shall also include:

- Description of the portable concession stand
- Method of operation (food truck, trailer, aluminum stand, tent, etc.)
- Staff uniform/dress code
- Sample menu with proposed pricing
- Operational hours and staff requirements
- Equipment maintenance schedule
- Sanitation policies
- Means, by which gross receipts and records will be recorded, reported, deposited and declared fully accounted for.

E. **Availability** - Indicate current and anticipated workloads and availability.

F. **Other**

1. Provide evidence of current levels of insurance in areas of General Liability, Workers' Compensation, and Automotive Liability, etc.
2. Provide a statement of the proposer's financial stability, including information as to current or prior bankruptcy proceedings, if any.
3. Provide a summary of any litigation filed against the proposer in the past three years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved, if any.
4. Identify the type of business entity involved as the proposer (e.g., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in Georgia, another state or a foreign country.
5. If proposer is a corporation, provide certification from the Georgia Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Georgia.
6. In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners or partners.
7. Provide the Federal Employer ID number of the proposer.
8. Acknowledge that the City of Fairburn will perform a credit reference search on the proposer and all persons involved in the proposal as listed as a provider under items 4, 5 and 6 of this part and sub-part.

G. **Additional Data** - Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. The City solicits a statement as to why the proposer feels it should be awarded the Concession Services contract.

**STATEMENT OF WORK
PART III**

3-1 WORK OBJECTIVE

IT IS THE CITY'S INTENT TO HAVE A CONTRACT FOR FOOD CONCESSION SERVICES AT DUNCAN PARK POOL AND SPLASH PAD OWNED BY THE CITY OF FAIRBURN IN PLACE ON OR ABOUT MAY 20, 2017.

The food concession service shall feature a menu appropriate for the clientele using these facilities; food and refreshments for the better accommodation, convenience and welfare of the general public using these facilities. The proposer shall sell, on the concession site, within the provided area or as prescribed through terms and conditions of a contract, food, beverages, ice cream and other such refreshments and related sundry items.

LOCATION

The concession facilities are located as follows:

Duncan Park Pool
6000 Rivertown Road
Fairburn, GA 30213

TERM OF CONTRACT

The City shall lease the concession site to the proposer for a term of five (5) months, commencing on or about May 20, 2017 and ending September 9, 2017. However, pursuant to Official Code of Georgia Annotated, Section 36-60-13, any contract resulting from this RFP shall terminate absolutely and without further obligation on the part of the City at the close of the contract term in which it is executed and at the close of each succeeding calendar year for which it may be renewed. The Contract shall, however, automatically renew for up to a total of five (5) months for the following calendar year unless the City provides written notice to the contractor thirty (30) days prior to the end of any calendar year of its intent to terminate.

TEMPORARY IMPROVEMENTS TO FACILITIES

The proposer shall have the right and is further encouraged to improve the facilities to present a proper and pleasing decor, subject to the approval of the City Administrator or designee. All such improvements shall meet all applicable codes and shall be of a temporary nature. They shall be paid for, erected and removed by the proposer at the expiration of this contract, unless prior arrangements have been made.

CITY'S RIGHT OF APPROVAL

The CITY reserves the right of review and final approval for the following:

- Interior Equipment Changes/Modifications
- Hours of Operation
- Menu and Pricing
- T-shirt and Novelty Sales
- Review of Operations
- Future Renovations
- Advertising

In reserving these rights, the CITY does not intend to interfere with normal operations of the concession. Rather, these rights shall serve as safeguards against improper conduct or operations.

PROPOSAL REVIEW AND PROPOSAL PRESENTATIONS

A review committee composed of CITY administrators and professional staff will review all proposals and select finalists for contract award consideration.

Finalist selection shall not be based solely on remuneration to the CITY. Factors, which shall receive consideration, are further defined in Section #4-2.

The finalists may be required to make formal presentations before the review committee and may be required to make similar presentation before the City Council to further explain and clarify their proposal. All costs incurred in any presentations shall be borne exclusively by the proposer. Final contract award, if any, shall be made by the City Council.

ALTERNATE PROPOSALS

The CITY will consider alternate proposals differing from the specifications contained in this Request for Proposal document. Such proposals must be clearly labeled "Alternate Proposal" at time of submittal.

Alternate proposals must specify any and all differences from requirements as noted herein. Areas not explained shall be assumed to meet the noted requirements.

3-2 SCOPE OF WORK

The food concession will serve the patron within the Duncan Park Pool and Splash Pad facility location within Duncan Park on Friday- Sunday. The facilities consist of and Bathhouse, recreational pool, water slides splash pad and shade pavilions. The facility is scheduled to open Memorial Weekend May 27, 2017 and operate throughout the summer through Labor Day. Upon the City's schools re-opening in August, the facility will operate on weekends only.

Duncan Park Pool and Splash Pad serve 250 to 350 patrons daily, weather pending.

Public Open Swim Hours will be 12:30pm – 6:00pm Friday; Saturdays and Sundays 1:00pm to 6:00pm. Weekday morning the facility will be schedule for Summer Camp programs and swim lessons. Saturday

and Sunday evening will be available for party/reunion rentals. The Food Concession Service with City approved optional menus may cater the rentals. No outside food or drink will be allowed during Public Open Swim sessions.

The City will provide a concrete pad with electricity, water and sewer connections.

PERCENTAGE OF FEES

Proposers shall prepare their proposal based on a percent of the concession's gross receipts from all sales, payable to the CITY at a minimum of 10%

This fee shall be specified in the proposal as a percentage of gross receipts, shall remain firm and shall apply during every month of the concession's operations.

All fees shall be due on the tenth day following the end of each calendar month, and payment shall not be contingent upon profitability of the concession's operations.

"Gross receipts" are defined as all sales for cash or on credit, less applicable sales tax and added gratuities, if any.

The CITY makes no guarantee of profitability for this operation. Any expenses and losses are to be borne exclusively by the proposer.

LATE PAYMENT INTEREST CHARGE

Failure to pay the percentage of gross receipts fee on the tenth day following the end of each calendar month shall result in interest being charged by the CITY at the rate of one and one-half (1.5%) percent per month or part thereof of the last month's respective gross receipts.

QUALITY OF SERVICE

Concessions operations shall be conducted to offer paramount service at all times. Food, drink and other items shall have consistent quality.

Proposer shall operate concession facilities in a business-like manner.

Concession operations shall be conducted in an orderly manner, without unnecessary disruption.

Proposer shall control and correct objectionable conduct, demeanor, and appearance of its employees or as requested by the CITY.

FACILITY MANAGER

The proposer shall hire and assign part-time qualified and experienced concession manager, who will be on the premises or available to personally resolve problems during operating hours.

The manager and/or assistant manager(s) shall be the authorized representatives of the proposer and entitled to act in all matters relating to the operation of the concession. The CITY shall be advised, in writing, of the names of the manager and/or assistant manager(s), and the means by which they may be

contacted in the event of an emergency.

STAFFING

The proposer shall bear all responsibility for the continuous staffing of the concession facility providing for prompt efficient customer service. All state, county and local regulations pertaining to food service personnel must be adhered to. The proposer must assure appropriate dress of all staff.

Labor relations, including hiring and firing, shall be the exclusive duty and right of the proposer. The City shall, however, reserve the right to review employees and require the replacement of those who are abusive, under the influence of or habitual users of alcohol or drugs, or whose conduct or appearance otherwise detracts from the facility's reputation or profitability. The CITY reserves the right to review the resumes of all management personnel over the life of the contract. The proposer shall not discriminate against any applicant or employee or customer because of race, color, religion, national origin or ancestry, age, sex, or physical disability.

MAINTENANCE

The proposer shall be responsible for the cleanliness of the concession area.

Concession site and facilities shall be maintained in a clean, organized and fashionable manner. Failure to do so may result in citing by licensing authorities with the possibility of resulting fines or revocation of licenses. Any such fines shall be paid by the proposer; the revocation of any license shall be deemed a breach of contract.

DESTRUCTION OF PREMISES

In the event that the concession site is destroyed or damaged by fire or other casualty so as to render it untenable, this contract shall be suspended until such time as the premises are rendered again tenable. If the CITY elects not to render the premises tenable again, it shall notify the proposer and, upon furnishing such notice, this contract shall be immediately terminated and the proposer shall have no right of action of any kind against the CITY.

INSPECTION BY THE CITY

The CITY'S staff and agent may make periodic inspections of concession premises and equipment to determine if they are being maintained in a proper and orderly condition. Proposer shall be required to make any improvements in cleaning or maintenance methods requested by the CITY

Such periodic inspections and/or audits may also be made to determine whether the proposer is operating in compliance with the terms and conditions of the contract.

RULES, ORDINANCES AND LAWS

The proposer shall observe, obey, and comply with all applicable ordinances and rules adopted by the CITY and all laws ordinances and rules of other governmental units and agencies having jurisdiction applicable to the proposer's concession operations.

ASSIGNMENT, SUB-LEASING AND SUCCESSORS IN INTEREST

The proposer shall not sub-lease the concession premises in whole or in part, assign the contract or any rights or obligations thereunder to any other person, or change ownership or name without first obtaining the CITY'S written approval.

All terms and conditions of the original contract shall extend to and be binding on any and all successors, assignees and sub-leasees approved by the CITY.

POTENTIAL CLIENT BASE

For purposes of determining the potential client base for the food concession service, the following information on total attendance per facility based on records is provided in Attachment B.

3-3 WORK PRODUCTS AND SERVICES REQUIRED

EQUIPMENT AND PROPERTY

The CITY shall provide the concrete pad with utility services. The City will provide all pool deck furniture. The City will provide trash containers and the City will provide disposal.

MAINTENANCE OF EQUIPMENT

All Concession related equipment and equipment maintenance will be the responsibility of the Food Concession Service.

SANITATION

The Food Concession Service must keep the concession stand clean and nice throughout operations. It will be the responsibility of Food Concession Service to clean up within the stand and immediate areas serving the concession stand.

UTILITIES

The CITY shall provide utilities to the proposer, at no additional charge, which includes electricity, solid waste disposal, water and sewer service. The CITY may require the proposer to participate in a Recycling Program. The CITY will not provide telephone service or be responsible for charges incurred for this service.

MENU

The proposers must include a sample menu noting anticipated fare to be offered in the concession area. Anticipated prices must be included for each meal and item.

A suggested listing of available drinks, beverages and their prices must accompany the sample menu.

The proposer agrees to provide for the public, at the concession site, food, drink and service of high

standard, equivalent in quality and price to that generally furnished to the public at similar places of comparable size and scope in the CITY and surrounding areas. Prices of all food and beverages sold shall be posted in a conspicuous place at the concession area. No other advertising signs will be permitted at the concession site without the written consent of the CITY.

NOVELTY SALES

The successful offeror will be allowed to sell T-shirts and novelties at Duncan Park Pool and Splash Pad. However, all items to be sold must be prior approved by the City.

LICENSING

The proposer shall be responsible for securing all necessary permits and license for the operation of the concession. These shall include, but not be limited to: building permits, health permit, food service inspection, and Cobb County occupational licenses.

SALES AND USE TAX, REAL OR PROPERTY TAXES

The proposer shall be liable for the prevailing State of Georgia taxes imposed and due payable to the STATE under the contract. This sales and use tax shall be payable to the STATE on the required due date and proof of timely payment is due to the CITY ten (10) days after the required due date to the STATE.

The proposer shall pay promptly all taxes, excise or license fees of whatever nature, applicable to this operation, and take out and keep current all licenses, municipal, state or federal, required for the conduct of business, and further, shall not permit any of said taxes, excise or license fees to become delinquent. The proposer also shall not permit any mechanic's or materialman's or any other lien to be imposed upon the property hereinabove described or any part or parcel thereof by reason of any work or labor performed, or materials furnished by any mechanic or materialman to said concession or upon or regarding said property or said concession herein granted. The proposer shall make available, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of the social security, unemployment compensation and all taxes and fees above referred to, and showing that workmen's compensation insurance and all required licenses are in good standing.

The proposer shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of the concession and shall not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy which will in any way impair the rights of the CITY under this Agreement.

PAYMENT OF FEES

The proposer shall submit all payments of percentage fees, plus any other payments to:

Fairburn City Hall
56 Malone Street
Fairburn, Georgia 30213
Attn: Parks & Recreation Department

All payments must be made in United States dollars. Check must be made payable to "City of Fairburn ". A monthly statement of daily gross receipt must accompany each monthly payment.

REPORTS AND RECORDS

The proposer shall maintain during the term of the contract all books of accounts, reports, and records customarily used in this type of operation. The form of all such records and reports shall be subject to approval by the CITY'S Finance Director.

During normal business hours, the CITY or its Agents may audit and examine all records relating to proposer's operation of the concession.

On or before the tenth day following the end of each calendar month, throughout the term of the contract, proposer shall furnish to the CITY'S Finance Department a report of gross receipts earned during the preceding calendar month, on forms approved by the CITY. The proposer, certifying to the accuracy of such gross receipts shall sign the report. Monthly gross receipts percentage fees due shall be paid with the submission of the report.

The proposer shall submit to the CITY'S Finance Department, at the proposer's expense and within sixty (60) days following each five (5) month period under the contract, a certified audit prepared and attested to by an independent Certified Public Accountant, as to the correct gross receipts per month arising from the concessions operations; prepared in conformance with the American Institute of Certified Public Accountant's Requirements.

The proposer agrees that it will keep and preserve for at least one (1) years all sales slips, cash register tapes, sales books, cash deposit receipts, bank books, or duplicate deposit slips, and other evidence of gross receipts and business transacted for the contract period.

3-4 PERFORMANCE SCHEDULE

MINIMUM HOURS OF OPERATION

The proposer agrees to use and operate the CITY provided facilities on a daily basis. The Duncan Park Pool and Splash will be open Starting Memorial Weekend and Operating through Labor Day. The hours will be limited when City Schools are in session. Concession services will be required to operate Friday – Sunday including holidays, during the normal hours of operation of the Duncan Park Pool and Splash Pad contracted with, as coordinated with the facility manager. The primary work hours are Friday 1:00pm to 6:00pm; Saturdays and Sundays 1:00 Noon to 6:00pm. Hours vary depending on the weather.

Sufficient attendants shall be available to provide paramount service. The proposer shall submit a schedule of intended hours of operation, which concur with the hours of scheduled programs or events at the Duncan Park Pool and Splash Pad. The proposer shall make the proposed staff schedule available for review and approval; the approved schedule shall be incorporated in the resulting contract.

3-5 CANCELLATION BY THE COUNTY

The CITY reserves the right to terminate the contract should any of the following occur:

- Institution of proceedings in voluntary bankruptcy by the proposer,
- Institution of proceedings in involuntary bankruptcy against the proposer if such proceedings continue for a period of ninety (90) days.
- Assignment by proposer for the benefit of creditors.
- Abandonment by proposer for a period of seven (7) days or discontinuation of operations hereunder.
- Total or partial destruction of concession premises by fire or any other casualty.
- Failure of the proposer to follow the requirements stated herein.

The CITY shall have the right to terminate the contract for non-payment of any sum due hereunder, when non-payment continues for a period of thirty (30) calendar days after the due date for such payment. Before termination, the CITY shall send to the proposer a written notice of intent of termination of contract via registered mail at least 15 days in advance of the termination date. Should proposer pay all sums, interest and penalties due within the fifteen (15) day notice period termination shall not occur. However, should such termination proceedings be initiated two times in any twelve (12) month period, the CITY shall have the right to immediately terminate the contract, without further notice.

The CITY shall have the right to terminate the contract after thirty (30) days written notice is sent to the proposer, via registered mail, of the occurrence of one or more of the following:

- Non-performance of any term or condition of the contract, or any other action or inaction constituting a breach of the contract, and failure of proposer to remedy such breach.
- The conduct of any business or the merchandising of any product or service not specifically authorized herein.
- A final judicial determination that any litigation instituted by the proposer against the CITY was groundless or frivolous to the extent that an attorney's fee may be awarded pursuant to applicable Georgia law.

Should proposer correct offending occurrence within the thirty (30) day notice period, termination shall not occur.

The proposer shall have the right to terminate the contract upon thirty (30) days written notice sent to the CITY via registered mail, upon occurrence of any of the following:

- Issuance by a court of competent jurisdiction of any permanent injunction substantially restricting the use of the facilities for commercial purposes, with the injunction remaining in force for ninety (90) calendar days or more.
- A breach by the CITY of any of the terms or conditions of the contract, and failure of the CITY to remedy such breach during a period of thirty (30) calendar days after receipt of written notice sent via registered mail of existence of such breach.
- The assumption by the United States Government or any agency thereof, or any other governmental agency, of the operation, control or use of the concession or any substantial part thereof in such a manner as to substantially restrict proposer's operations for a period of ninety (90) calendar days or more.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The proposer shall, in addition to any other obligation hereunder agree to indemnify the City of Fairburn and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Fairburn, their agents, elected Officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from claims to have resulted in whole or in part from any actual or alleged act or omission of the proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights or other intellectual property rights by the proposer in the performance of the work; or c) liens, claims or actions made by the proposer or other party performing the work, as approved by the City.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the proposer or his/her subcontractor, as approved by the City of Fairburn, under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the City of Fairburn to enforce this agreement shall be born by the proposer.

EVALUATION OF PROPOSALS

PART IV

4-1 EVALUATION METHOD AND CRITERIA

The CITY will evaluate proposals and will select the proposer, which meets the best interests of the CITY. The CITY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The CITY'S decisions will be final.

The CITY'S evaluation criterion may include but shall not be limited to consideration of the following:

Qualifications:

- Verification of availability of qualified personnel
- Ability to meet set standards
- Expertise of human resources
- Qualifications of the firm
 - Experience
 - References

Technical:

- Understanding of the concession field
- Understanding of health codes
- Scope of services rendered

Financial:

- Revenue and Cost Controls
- Reasonableness of proposed menu
- Evidence of insurance
- Production factor
- Financial Stability
- Financial Proposal

Other:

- Concession Stand Size and Quality
- Insight to future growth
- Performance under past contracts
- Advertising and Promotions

4-2 EVALUATION CRITERIA SUMMARY

The following criteria shall be utilized in the evaluation of the proposals:

CRITERIA

Expertise and qualifications of proposer(s)

References and history of current or past services

Knowledge of field and technical understanding

Approach to service provision in terms of menus, pricing, advertising, insight and plans for future

Personnel factors

Financial stability

PERCENTAGE OF COMMISSION PAID TO THE CITY OF FAIRBURN _____

**ATTACHMENT A
SAMPLE
CONCESSIONS MENU**

<u>Food</u>	<u>Price</u>
Hot Dog	\$2.25
Chili or Cheese Dog	\$3.25
Hamburger	\$3.00
Cheese Burger	\$3.50
Cheese Nachos	\$2.50
Chili/Cheese Nachos	\$3.50
Pretzel - Salt or Cinnamon	\$2.75
Personal Pizza - Cheese or Pepperoni	\$5.00
PB & Jelly	\$1.75
Crackers	\$1.00
Chips	\$1.25
Cookies	\$1.25
Candy	\$1.50
Granola Bars	\$1.00
Cracker Jacks	\$2.50
Fresh Salads	\$5.00

Frozen Treats

Shaved Ice

Small \$2.50

Large \$3.50

Add On: Sweetened Condensed Milk or Cream \$0.50

Brown Cow/Ice Cream Sandwich	\$1.25
Nutty Buddy	\$1.50
Snickers/Twix Ice Cream	\$3.00
M&M Cookie	\$3.00

Drinks

20 oz. Coke Products	\$2.00
Vitamin Water	\$2.00
Dasani Water	\$1.75
PowerAde	\$1.75
Monster Drinks	\$3.00
Tummy Yummy	\$1.50

Combination Meals

Combo #1 Hot Dog, Coke and Chips	\$5.00
Combo #2 Hamburger, Coke and Chips	\$5.75
Combo #3 Pizza and Coke	\$6.75