

**FOLEY/SPORTS/TOURISM
REQUEST FOR PROPOSALS**

Food Trucks and Trailers

Issued By: City of Foley Sports Tourism Department

Posting Date:

Due Date:

RFP#

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1. Introduction

Objectives/Overview

The City of Foley through the creation of The Foley Sports Tourism Department has embarked on creating world class facilities to attract the thousands of organizations who participate in sports tournament's annually as well as sports camps. In addition the facilities will be hosting cheerleading, band and other competitions utilizing both the outdoor and indoor facilities. Outside of sports events the 90,000/sf Indoor Facility will be hosting concerts, trade shows, banquets, lectures, and high school graduations to name just a few of the additional category of events that will need food, beverage and retail services. There are primarily four locations that concession services are needed at the 16 lighted rectangular multi-purpose fields, one of these fields is a championship field with bleacher seating and locker rooms and showers. This RFP is for Venders who have their own Food Truck/ Food Trailer or motorized cart that could move about the venue and provide liquid refreshments and snacks like you commonly see at Golf Courses. We anticipate awarding three (3) locations in this RFP that represent 3 different choices of foods and possibility the mobile cart. As an example Mexican and BBQ would be an example of different choices of food .A separate RFP will be going out to the public for the remaining Food Trailer/Food Truck location that will provide Healthy Foods. In addition to these facilities the City and Sports Tourism Department will be hosting cross country, mud runs, archery, kayak/canoe and other events at the City's 500 acre Graham Creek Park and its sister location Wolf Creek Park. We also have an affiliation with Glen Lakes Golf Club that has a 27-hole golf course and have created with the Foley Sports Tourism Department a Frisbee Golf Course. Our Sports Tourism Department has already booked the golf course for several national golf tournaments. Estimated completion date for the 16 rectangular fields is September 2016. Estimated completion date for the Multiuse Indoor facility is early summer 2017. Graham Creek, Wolf Creek and The 27 hole Glen Lake Golf Course are in operation. The overall goal of

the City with respect to this RFP is to offer goods and services to the public in an enjoyable and cost effective manner.

2. Sports Tourism /Foley Holdings/ Farmers and Fishermens Market / Overview:

The sports tourism facilities and Farmers Market consist of 120 plus acres which includes 16 outdoor lighted rectangular fields, the 90,000/sf Multi-use Indoor Facility, Moe's BBQ, Forland Farms Market and the Farmers Market stalls. Also located adjacent to the City's sports complex is the new entertainment development Foley Holding's located on 400 plus acres. Phase 1 consisting of approximately 185,000 sf of restaurants and boutique shops and a major rides area that will consist of a number of 1st class rides and entertainment. Attached to the City's Multi-use Indoor facility will be the first of two hotels, each consisting of a minimum 150 rooms with the first hotel scheduled to open with the City's Indoor facility in the summer of 2017. The new infrastructure which includes the creation of the \$12 million dollar Pride Drive Boulevard, a 4 lane divided street that ties Hwy. 59 and County Road 20 and acts as the spine road for the City's sports tourism complex. In addition, the City is creating what we have termed the Trolley Route Road renamed Stabler Avenue to honor the NFL Hall of Famer that was born and played high school sports in Foley. This Avenue will tie the 575,000/sf Tanger Outlet directly to the City's sports facilities and the new entertainment development. Tanger, which is located just west of the City's Farmers and Fishermens Market and sports facilities generates well over 4 million visitors annually.

3. Schedule

The City anticipates the following Schedule:

RFP posted to the website September ?

Vending Inquiry Deadline September ?

Proposal due Date September ?

Contract Award Date September ?

4. SCOPE OF SERVICES:

1. Term of contract

Contract shall be for initial term (1) one year with 2, (1) one year options to renew contract.

2. Definitions

The following terms used will have the following meaning

- (a) "Applicable Law's" means the laws of Federal, State and Local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

- (b) "Area" means property within the boundary of the Foley Sports Tourism Facilities, Graham Creek Park, Wolf Creek Park and Glen Lakes Golf Course.
- (c) "Best Management Practices" or BMPs" are policies and practices that apply the most current and updated means and technologies available to the concessionaire to undertake and maintain a superior level of environmental performance reasonable of the operations conducted at this time. "MBPs" are expected to change from time to time as technology evolves with a goal of sustainability of the Concessionaires operations. Sustainability of operations refers to operations that have a net restorative or net positive impact on the environment.
- (d) "Concession Facilities" shall mean all Areas assigned to the Concessionaire under this contract and all real property improvements assign to the Concessionaire. "Days" shall mean calendar days.
- (e) At the Vendor's option and sole cost Vendor may also be entitled to operate one (1) mobile food cart similar to what you see on golf courses that can move up and down the fields to better serve the patrons. This cart will be restricted to a designated route.
- (f) "Director" means the Sports Tourism Director acting on behalf of the City or District.
- (g) "Exhibit" or "Exhibits" shall mean the various exhibits attached to this RFP.
- (h) "Gross Receipts" means the total amount received or realized by, or accruing to, the Concessionaire from all sales for cash or credit, of services, materials and other merchandise made pursuant to the rights granted, including gross receipts of sub concessionaires as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:
 - (1) Intercompany earnings on account of charges to other departments of the operation (such as laundry)
 - (2) Charges for employee's meals, lodgings and transportation
 - (3) Cash discounts on purchases
 - (4) Cash discounts on sales
 - (5) Return sales and allowances
 - (6) Interest on money loaned or in bank accounts
 - (7) Income from investments
 - (8) Income from subsidiary companies outside of the area
 - (9) Sale of property other than that purchased in the regular course of business for the purpose of resale
 - (10) Sales and excise taxes that are added as separate charges to sales prices, provided that the amount excluded shall not exceed the amount actually due or paid to the City

G. SERVICES AND OPERATIONS

General

- 1.) The Vendor shall charge fair and reasonable prices for food and retail goods sold and for all services provided at the Concession Facilities. Such prices shall not exceed those agreed to between Vendor and the City or District.
- 2.) Proposals must outline the food and retail concession products that will be provided and each Vendor must include a sample menu that includes anticipated prices per item along with number of anticipated employees.
- 3.) If a Vendor desires to make capital improvements to the Concession Facilities as part of its proposal, alternative Proposal should be prepared: The Vendor should submit one proposal without such improvements and an alternate Proposal indicating the desired improvements.
- 4.) Equipment: Vendor will provide for the outdoor 16 rectangular fields and other locations such as Graham Creek: minimum (1) 8'.5" x 20' Concession Trailer or Truck fully equipped. In the case of the mobile food cart it will be restricted to a Golf Cart size vehicle that can easily move about the facility without causing any obstacle to fans or participants. Vendor will be responsible for moving the Concession Trailers to the different venue locations. All of these anticipated locations are within 5 miles of each other. In the case of the mobile food cart there will be a predetermined route that the cart will be required to navigate.
- 5.) If Vendor desires to provide at his or her sole cost, a mobile drink cart as part of the proposal, the Vendor should submit a separate proposal detailing the mobile food cart.
- 6.) Utilities: Water, sewer, gas and electric used by the Vendor will be at the City's or District's expense at the rate that such utilities are charged at City or District events. All other events that vendor participates in will be at vendors expense

FOOD AND RETAIL CONCESSION SALES

- 1) There should be a certified or knowledgeable food service manager on duty at all times and he/she should have ample experience with necessary certifications that are required by The Alabama Department of Public Health. All servers should be trained in the safe handling of food as prescribed by the Serv Safe food handler program or similar industry recognized food handler programs
- 2) Styrofoam cups and gum products are prohibited at the Concession Facilities.
- 3) All Vendors should have quality name brand products as part of their menu offerings.)
- 4) Selected Vendor should use our Farmers and Fishermens Market Retail and Wholesale Operator's when possible to provide locally grown products as this will help our local farmers and fishermen as well as our suppliers. Forland Farms Market is our retail operator and is a third generation Baldwin County farmer located at the Coastal Alabama Farmers and Fishermens Market adjacent to the 16 outdoor sports fields. Gulf Coast Produce is our Wholesale Operator and has 20,000/sf of cool storage space located in the City's Peavey Building Facility which is also part of The Coastal Alabama Farmers and Fishermens Market.
- 5) Vendor must clearly display prices for all merchandise, food, beverages and services with professional signage. No cardboard or handwritten signs will be allowed.
- 6) Vendor must maintain enough stock to serve the patron need.

- 7) The Vendor shall offer their anticipated menu with this proposal.
 - a) This list of food concessions items is not exclusive and does not prohibit the sale of other similar and appropriate concession items.

COMPLIANCE

- 1) Vendor shall perform the Services in accordance with Federal, State, County and City laws including, without limitation, all City Codes, Ordinances, standards and policies, as now existing or hereafter adopted or amended, including but not limited to the following:

Federal, State, and local health, safety and licensing laws relating to the sale of concession goods.

City code provisions requiring any person or entity doing business in the City to obtain a business license.

District rules, regulations and ordinances.

Concessionaire shall give the Director immediate written notice of any violation of Applicable Laws by the Concessionaire, including its employees, agents, or contractors, and at its sole cost and expense, must promptly rectify any such violation.

Vendor shall operate, at its own expense, the Concession Facilities and equipment in a clean and sanitary manner.

All employees, offices, agents, and subcontractors of the Vendor shall be neatly dressed in uniforms that properly identify them as official Vendor personnel. All uniforms worn shall be maintained in a neat and clean manner.

Vendor shall be responsible for cleaning all floors and other surfaces as needed on a regular basis. Vendor shall cleanse, disinfect, and deodorize the Concession Facilities and shall promptly deposit all refuse in covered receptacles for all waste and garbage which may accumulate in the Concession Facilities.

REPORTS

- 1) The Vendor shall provide to the City or District the following documentation on an annual basis:

Annual Operating Budget

Concession Facility Rules, Regulations and Policies

Customer Service Plan

Annual Marketing Plan

Cash Handling Policies and Procedures

Sales Volume & Expenses (Profit and Loss)

Concession Facility Gross Revenue

Customer Service Reports (Zip Codes & Patron Feedback)

Recommendations for Next Year

- 2) The Vendor shall provide to the City or District monthly reports to include the following documentation by the 15th day of the following month:
 - a. Gross Revenue Reports Transmitted With Each Rental Payment
 - b. Zip Code, Customer Satisfaction surveys, complaints, and safety issues as agreed to between City or District and Vendor.

5. EVALUATION AND SELECTION PROCESS

Responsive Review

An internal City or District evaluation committee will review all Proposals to ascertain if they are responsive to all submission requirements.

Acceptance of Proposal

City or District reserves the right to reject any and all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to the City or District.

Evaluation Process

The evaluation committee, at its discretion, may request that all Vendors provide a presentation, submit testimonies from current or past customers, submit clarifications, schedule a site visit of the Vendors premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches.

Vendor Presentations

District reserves the right to, but is not obligated to, require that each Vendor provide a formal presentation at a date and time to be determined. If required by City or District, it is anticipated that such presentation will not exceed one hour allowing a half hour for questions.

6. RENTAL FEE AND PAYMENT

A. As part of the consideration for City's or District's granting the concession rights to Vendors, Concessionaire shall pay City or District a monthly rental fee as follows:

Seven percent (7 %) of the gross receipts produced by food, retail and non-alcoholic sales each month.

Seven percent (7 %) of the gross receipts produced by mobile food/drink cart.

Seven Percent (7 %) of the gross receipts produced by banquet sales each month.

B. Payment Due

Said payment shall be due and payable by the fifteenth (15th) day of each calendar month based on gross receipts received in each previous month. The payment and monthly rental report shall be addressed to:

Concessionaire shall not reduce or increase the amount of gross receipts, as here in defined, as a result of any of the following:

Any error in cash handling by concessionaire or concessionaire's employees or agents;

Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to concessionaire by customer or purchaser.

Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

7. Exhibit A (Site Map and Location of Food Pads or Court) (Approved route for mobile cart)

8. Exhibit B (Experience)

The purpose of this component is to demonstrate the Vendor's qualifications to provide top quality management of the Concession Facilities and Kitchen.

- 1) Time frame of experience
- 2) Role in operation's
- 3) Description of services and or programming provided

Attach additional sheets if needed. The City or District's goal is to provide a high level of patron service. The plan of operations should demonstrate how the Vendor proposes to meet that goal.

4) Identify the individual who will serve as manager, preferably an owner-operator who is available at the site to discuss the operation of the facilities. This manager must have the responsibilities and the authority to make or take any action necessary to ensure a smooth and safe operation of the Concession Facilities and Kitchen and see that the goals of the City and District are attained and needs of the patron are met.

- a) Manager
- b) Name:
- c) Position with Vendor company:
- d) Years with Vendor Company:
- e) Experience:
- f) Any Licenses:

5) Other Staff:

- a) Name:
- b) Position with Vendor Company
- c) Years' experience with Vendor Company
- d) Experience:
- e) Any Licenses

6) Describe fully the items or services proposed to be provided

7) Attach a sample of your operation budget for the 1st year of any contract.

8) Describe return check policies and rain check, if applicable

9) Describe systems for inventory and stocking, as applicable

10) Add any other relevant aspects of plan of operations

11) Provide pictures (in color) of your food trailer/truck or mobile food cart minimum front, back, both sides and the interior showing layout and equipment.

12) Provide year make and model of your food trailer/truck or mobile food cart (if it's a mobile food cart how is it powered by electricity or gas?)

9. Exhibit C (INSURANCE REQUIRMENTS)

a) Workers Compensation Insurance

Works Compensation shall also include Employers Liability coverage with a limit of _____

Each Accident?

Each Employee?

Policy Limit for Disease

- a) Commercial General Liability Insurance
- b) Commercial Automobile Liability Insurance
- c) Excess/Umbrella Liability Insurance
- d) Property Insurance 100% of replacement cost

Additional Requirements

- a) Additional Insured All policies except Workers Compensation shall name City or District as additional insured.
- b) Qualification of Insures (A-) vii as listed in A.M. Best
- c) Insurance Notices
- d) Waiver of Subrogation Endorsements

10. Exhibit D (Floor Plan of Trailer Concession and Equipment List)

EXHIBIT A

(Summary of Facilities)

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EXHIBIT B
(Experience)

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EXHIBIT C
(INSURANCE REQUIREMENTS)

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EXHIBIT D

(Floor Plan of Trailer Concession with Photos and Equipment List)

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