
REQUESTS FOR PROPOSALS

For

FOOD, BEVERAGE, & RESTAURANT OPERATIONS

At

SHAWNEE SPORTS COMPLEX

CLUBHOUSE BUILDING

KEY DATES

Newspaper Advertisement	Week of: April 22nd Week of: April 29th
In-Person Pre-Proposal Meeting	Tuesday May 7 nd , 2019 (10am ET)
Written Questions Submitted	Friday May 10 th , 2019 (4pm)
Final Addendum (if necessary)	Friday May 17 th , 2019 by 4:00pm
Proposals Due	Thursday May 23 rd , 2019 (11am ET)
Notice of Award	TBD
Contract Date	TBD

**FOOD, BEVERAGE & RESTAURANT OPERATIONS
REQUEST FOR PROPOSALS**

SECTION ONE - SOLICITATION OF PROPOSALS:

- 1.1. The Shawnee Sports Complex (hereinafter “Shawnee”) is soliciting proposals from all interested and qualified parties (hereinafter “Proposer(s)”) to operate, manage, and maintain the **Food, Beverage and Restaurant Operations at Shawnee Sports Complex Clubhouse located at 2000 WV-25 Dunbar, WV 25064** (hereinafter “Clubhouse”). The operation and management by the successful Proposer(s) shall include providing quality products and strong customer service and shall be competently managed by a local manager. In addition, the Successful proposer shall include a plan to supply quality food and products to two concession stands located on the Shawnee Sports Complex.
- 1.2. Sealed proposals are due in to the Kanawha County Commission, no later than **Thursday May 23rd, 2019 11:00 am local time**. Late proposals shall not be considered and will be returned unopened. Proposers are solely responsible for ensuring that proposals are submitted by the date and time indicated. Proposals shall be good for 120 days after Proposal due date.
- 1.3. **Pre-proposal Meeting** – A pre-proposal meeting is scheduled for at **10:00 am local time on Tuesday May 7th, 2019 in Clubhouse building**. Attendance is strongly encouraged. If Proposer cannot attend this meeting, alternative arrangements for a tour must be made prior to this date. **All Proposers must either attend the pre-proposal meeting or complete a private meeting prior to the issuing of the final addendum**. All questions and requests for clarifications must be received in writing no later than **Friday May 10th, 2019 by 4:00pm local time**. Responses will be provided electronically to all qualified Proposers no later than **4:00 pm local time Friday May 17th, 2019**. Only responses provided in writing to written requests will be considered binding on the Shawnee as it relates to this RFP.

SECTION TWO – INSTRUCTIONS:

- 2.1. **One (1) original** of the proposal must be submitted in a sealed envelope/package clearly marked with Proposer’s name and the words “PROPOSAL FOR FOOD, BEVERAGE VENDING CONCESSION - DO NOT OPEN” to: **Kanawha County Commission Purchasing Office, 407 Virginia Street, East, Third Floor, Room 229, Charleston, WV 25301 (P.O. Box 3627, Charleston, WV 25336)**

Proposals must be submitted in such a manner as to make them complete and free of ambiguity, without alterations or erasures. In the event of a discrepancy between the dollar amount written and that given in figures on any portion of a proposal, the amount in writing will be considered the proposal.

- 2.2. **Proposals must include a pro forma (Form J) of the expected first year operating expenses and revenues and the projected net concession payment that would be due Shawnee for the levels projected.**
 - 2.3. Each proposal must be organized into the sections outlined below:
 - Cover Letter
 - Form A –Information Questionnaire
 - Form B – Qualification Statements
 - Form C – Financial Information
 - Form D – References
 - Form E – Non-Collusion Affidavit
 - Form F – Insurance
 - Form G – Signature Page
 - Form H – Menu, Product, Pricing, and Equipment Listing provided by Proposer
 - Form I – List of Exceptions to RFP and Concession Agreement Form
 - Form J -- Pro Forma
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- 2.4. Any exceptions that the Proposer takes to any terms and conditions outlined in the RFP or to the terms of the basic contract form **MUST** be outlined in Form I and will be considered in the evaluation of Proposals. Proposers shall also attach as an addendum to their proposal a menu, including pricing, of the proposed items to be offered. Shawnee reserves the right to review and make alterations in conjunction with the successful Proposer.
- 2.5. A sample Food, Beverage, and Vending Concession Agreement (“Agreement”) will be distributed at the pre-proposal meeting. Please review this Agreement and identify any exceptions Proposer is taking to the Agreement on Form I. This Agreement will be the baseline document to be used in the execution of a contract with the successful Proposer. Any exceptions not noted in the Proposal response will not be considered in completion of the final contract.
- 2.6. It is the intention of Shawnee to accept proposals in the manner described in this document, and after review and coordinating discussions with the successful Proposer, to recommend to Shawnee to award an Agreement to the Proposer that best serves the requirements set forth in this document.
- 2.7. The selection of the proposal will be by written Notice of Award, specifically indicating selection.
- 2.8. At any time after the opening of proposals, Shawnee may give oral or written notice to any Proposer to furnish additional information, either in writing and/or in a verbal presentation, to representatives of the Shawnee relating to its qualifications to perform the obligations imposed by the project including, but not limited to, information which may be required to supplement that which is required herein to be submitted with the proposal. Additional requested information shall be furnished within the timeframe specified by Shawnee. Shawnee reserves the right to consider such additional information obtained from Proposer. The giving of the aforesaid notice to Proposer shall not be construed as an acceptance of said Proposer’s proposal.
- 2.9. Shawnee may obtain and consider additional information obtained from sources other than Proposer in its evaluation and selection process.
- 2.10. Proposals may be withdrawn until the proposal due date and time specified in Section 1.2, at which time the proposal shall be deemed irrevocable by Proposer.
- 2.11. It is the intent of Shawnee to fully evaluate all conforming proposals received by the deadline and to select the proposal it considers is in its best interest. If a proposal does not comply with the conditions specified herein, it may be rejected without further consideration. These restrictions are not intended to impede proposal preparation; rather, they will provide uniformity in the responses to this Request for Proposals (“RFP”).
- 2.12. Shawnee reserves the right to waive any irregularities and to select the Proposer that provides the best overall program for Shawnee, as determined at the sole discretion of Shawnee.
- 2.13. Comments or questions in accordance with this RFP should be directed via email to both:

Andrew T. Gunnoe
Deputy County Manager & Fiduciary Supervisor
Kanawha County Commission
Office: 304-357-0125
Cell: 304-552-3403
andrewgunnoe@kanawha.us

AND

Samantha A. Carney, CSEE / TMP
Operations Director
Kanawha County Commission
Shawnee Sports Complex
304-357-5146 (direct line)
304-444-4165 (mobile)
samantha@shawneesports.com

SECTION THREE – Location

3.1. General Clubhouse Information

Address: 2000 West Virginia 25, Dunbar, WV 25064



SECTION FOUR - SCOPE:

4.1. Term

Shawnee desires to enter into a **five (5) year concession agreement** to provide a non-exclusive Food, Beverage and Restaurant Operations at the Shawnee Clubhouse. **Shawnee desires to enter into an agreement with the successful Proposer commencing on or before July 1st, 2019.** Shawnee reserves the right to allow other authorized concessionaires to operate services at the complex, including Athletic Clubs and School Booster Clubs. Shawnee reserves the right to allow authorized third-party concessionaires, such as food trucks and vendors, to provide product and services for special events and tournaments, or to meet the needs of patrons.

This RFP and Agreement is not intended to include the Shawnee pool concession stand which is currently leased and operated by the City of Dunbar; however, the pool concession stand may be available to the winning proposer under a separate agreement with Dunbar and Shawnee will work with the winning proposer to facilitate such an agreement if so desired.

4.2. Premises and Shawnee -Provided Equipment

The restaurant space included in this RFP is identified on Exhibit A (“Premises”). The successful Proposer will have the right to offer food and beverage as approved by Shawnee in the Premises. **The Premises will be provided to Proposers “as is where is”.** Any additional space requested by the successful Proposer will be rented to Proposer at the prevailing rate. Any modifications to the Premises will be at the sole cost of the successful Proposer and will require the prior written approval of Shawnee. All equipment listed on Exhibit B (“Shawnee Equipment”) will be provided “as is where is” to the successful Proposer at no cost and the Proposer will have sole responsibility for the maintenance and upkeep of the Shawnee Equipment, normal wear and tear excepted. In the event that a piece of Shawnee Equipment is no longer serviceable, the parties will negotiate terms of replacement or the authorization to eliminate the piece of equipment from the concession. If the

equipment is damaged by the successful Proposer (“Operator”), the Operator shall be responsible for the repair or replacement at the sole cost of the Operator.

Outlined below are the specific Premises that are included with approximate square footage:

- **Kitchen – 704 sq.ft.**
- **Dining Room: 1536 sq.ft.**
- **Outside Covered Patio: 1152 sq.ft.**

In addition, the dining room offers a second floor area for additional dining, bar space, and office space. An office which abuts the dining room and patio can also be utilized.

4.3. Proposed Facility Utilization/Concept and Capital Investment

Proposals should include the Proposer's concept and proposed use of the Premises and assets. The Shawnee is looking for the most creative, attractive and efficient utilization of the Premises that will result in the highest level of customer service and gross revenues which may include modifications and implementation of specialty concepts within the Premises. In addition, the successful Proposer should detail its plan for servicing large weekend youth athletic tournaments that Shawnee will host. Details for concession signage and any proposed brands or theming concepts should also be included. Submittals will factor into the evaluation the attractiveness and innovation associated with the theme, branding, and compatibility with the geography and architecture of the Clubhouse and the surrounding area. A kitchen plan and restaurant layout are encouraged to be submitted.

CAPITAL INVESTMENT: PROPOSALS SHOULD INCLUDE A TOTAL PROPOSED DOLLAR AMOUNT OF CAPITAL VALUE TO BE IDENTIFIED FOR THE CONCEPT DEVELOPMENT INCLUDING EQUIPMENT AND ANY PROPOSED MODIFICATIONS TO THE PREMISES. CAPITAL INVESTMENT SHOULD INCLUDE ANY EQUIPMENT PROVIDED WHETHER PURCHASED OUTRIGHT FROM A SUPPLIER OR NOT.

4.4 Vending

The successful Proposer can elect to provide a combination of snack machines and cold beverage machines with full glass displays, capable of offering a variety of beverages. Pepsi products are the exclusive beverage provider for Shawnee. The Operator will be responsible for keeping all vending machines stocked on a daily basis.

4.5 Hours of Operation

The regular hours of operation are negotiable and will be set in agreement with Shawnee based on usage and need; however, it is expected that restaurant will be open on evenings and weekends to service the patrons of the Shawnee Sports Complex.

4.6 Operations/Management Plan

The successful Proposer will have a designated manager or authorized supervisory designee on site or available on short notice during all hours of operation. Each Proposer must submit complete responses addressing all the following information with regard to how the operations will be managed and operated:

- a. Mode of Operation - Provide a comprehensive description of the planned mode of operation for each component of the food, beverage, retail and vending operation

and use of the Premises with emphasis on the type and means of product and services to be provided. Proposers shall identify if ordering of food will be via wait service or ordered at the counter and how delivery of product will be made.

- b. Staffing Plan and Organization Chart - Provide a staffing plan and organization chart for the proposed operations, including all personnel to be involved in all aspects of the operations. A staffing plan should include the number of employees and shifts by job classification to cover the operating hours and seasonal business variations (Management and non-management).

- d. Corporate commitment. Amount of time that the principal(s) of the business commit to spending on-site at the Clubhouse for set up and during ongoing operations.

- e. Customer service philosophy/programs.
 - i. A description of the Proposer's plan with regard to customer service.
 - ii. Training programs to be employed to achieve customer service goals.
 - iii. Source of management and non-management labor including the recruiting plan, proposed pay rates, and timeframe for bringing staff on and training.
 - iv. An outline of the customer ordering process and product delivery.

- f. Point of Sale. Proposers shall have the option, and is encouraged, to use Shawnee's current point of sale software -- MAX GALAXY. If proposer prefers to use another point of sale system it must describe the system and reasons why it is preferable.

- h. Permitting. Successful Proposer will be responsible for applying for and obtaining any and all liquor, food and restaurant/health department licenses required to commence operations on the proposed schedule. Proposers should provide timelines for the various elements with an emphasis on how early prior to commencement the various elements will be in place and available for implementation.

- j. Menu/Marketing Plan. Each Proposer shall submit the following:
 - i. A sample menu or list of proposed menu items and prices for each item.
 - ii. A description of the proposed pricing policy, including how initial prices are determined and how price increases will be determined. Pricing shall be reviewed annually with Shawnee to ensure a balance between customer service and the financial performance of the operation.
 - iii. Method and timeline by which customer complaints will be handled.
 - iv. A proposed catering menu or program for providing catering to Clubhouse tenants and for tournaments and special events.

- k. Each Proposer shall include in the proposal evidence of its competency to operate the services as detailed in the RFP. In order to be considered qualified to provide the services hereunder; each Proposer must meet the following minimum qualifications:

- i. Must have successfully managed similar restaurant operations.
- ii. Must be able to provide proof of the skill, experience, and financial resources necessary to manage an busy food, beverage, and vending operation.

Proposers must meet the minimum qualifications identified in order to be considered “qualified”. Proposals submitted by any Proposer that does not have the above minimum qualifications, as determined at the sole discretion of Shawnee, will be rejected. For proposals submitted by a partnership or joint venture, at least one of the general partners thereof or one of the members of such joint venture must possess the above minimum qualifications.

4.7 DISCLAIMER

The Proposer affirms that its proposal will in no way be conditioned upon any predetermined level of activity or tournament activity at the Clubhouse or the Shawnee Sports Complex, past, present or future. In this regard, Proposer has not relied on any representations of Shawnee, its officers, employees, agents, or consultants, either orally or in writing, as to the level of business potential at the Clubhouse or of any factors that might bear on such business potential. Proposer’s submission shall be based solely on the Proposer’s own knowledge of the food, beverage, retail and vending operation and its own estimate of the market potential at the Shawnee Sports Complex and the Clubhouse for such an operation and shall be included as Form J.

4.8 LIQUOR LICENSE, LIABILITY

The Shawnee Sports Complex does not hold a license to sell liquor, beer and wine. The successful Proposer will be required to acquire a liquor, beer and wine license for the Premises. **THE SUCCESSFUL PROPOSER SHALL ASSUME ALL LIABILITY FOR ANY ACTIONS RESULTING FROM THE SERVING OF ALCOHOL COVERED BY THE LICENSE AND SHALL HOLD SHAWNEE SPORTS COMPLEX AND THE KANAWHA COUNTY COMMISSION HARMLESS FOR ANY ACTIONS ASSOCIATED WITH THE LICENSE AND THE SERVING OF ALCOHOL. THE SUCCESSFUL PROPOSER SHALL FURNISH, PROVIDE, AND BE FULLY LIABLE FOR ALL INSURANCE REQUIREMENTS ASSOCIATED WITH THE LIQUOR LICENSE.**

4.9 CONCESSION COMMISSIONS, UTILITIES

The following concession commissions shall be payable to the Shawnee on **Gross Revenues** resulting from the concession:

1. Alcohol sales – fifteen percent (15%)
2. Food, non-alcoholic beverages, and vending- twelve percent (12%)

The term “Gross Revenues” as used herein shall mean the revenues or sales price of all food, beverages, vending, and other merchandise and items sold or dispensed by the successful Proposer on the Clubhouse and the charges made for all services performed by the successful Proposer without exception, including revenues for service or goods delivered outside of the Clubhouse and the Shawnee Sports Complex, but excluding State and local sales taxes collected by operator from its customers. All reports of Gross Sales are subject to audit by Shawnee.

Payments shall be made monthly ten (10) days following the end of the month and shall be accompanied by a detailed gross sales report in a form acceptable to Shawnee.

There shall be a Minimum Annual Guarantee (MAG) established which will be the minimum amount the successful Proposer shall pay the Shawnee on an annual basis. **The MAG for the first year shall be thirty-six thousand dollars (\$36,000).** The MAG for each succeeding year shall be the greater of the previous year's MAG escalated at three percent (3%). In the event the calculated monthly payment does not equal one twelfth (1/12th) of the MAG, there will be a reconciliation at the end of the calendar year. Any reconciliation amount owed Shawnee shall be made within thirty (30) days following the invoice date.

Other Fees: In addition to the commission schedule outlined above, the successful Proposer will also be responsible for the following fees and payments: Actual utility costs at the Clubhouse.

4.10 EXCEPTIONS

Proposer shall include a list of any exceptions to the requirements of the RFP and attachment documents, if any, as well as the sample Agreement, on Form I. Any exceptions that the Proposer takes to any terms and conditions outlined in the RFP or to the terms of the basic contract form shall be outlined in Form I and will be considered in the evaluation of Proposals. If no deviations are identified and Proposer's proposal is accepted by Shawnee, Proposer shall be deemed to have agreed to all of the requirements specified therein.

4.11 PERFORMANCE GUARANTEE

To guarantee its performance of all of the conditions and obligations under this Agreement, the successful Proposer agrees to secure a performance guarantee issued to Shawnee in the amount of one-half of the first year MAG that will be due upon commencement of the Agreement. The guarantee may be in the form of a letter of credit or a deposit made to Shawnee which will be held in trust until the termination of the contract. Any interest which may accrue on the deposit shall be retained by Shawnee in the deposit account. Following the successful completion of the term, the remaining balance amount will be returned to the successful Proposer.

SECTION FIVE – CERTIFICATIONS AND STATEMENTS:

5.1. Proposer, for itself, its personal representatives, successors in interest, and assigns, as a material part of the consideration for the award of a contract, covenants and agrees:

5.1.1 that no person on the grounds of race, color, creed, sex, age, or national origin or handicap shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities;

5.1.2 that, in the construction of any improvements on behalf of Proposer and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap;

Proposer shall comply with all Federal, State of West Virginia, Kanawha County, and all other applicable codes, laws, rules, regulations, standards, and ordinances, including but not limited to Occupational Safety and Health Administration (OSHA) and all Shawnee rules, regulations, and orders governing the performance of work.

The successful Proposer shall indemnify, save, hold harmless, and defend Shawnee and the Kanawha County Commission, their officials, agents and employees, from and against any fines related to or based upon the violation of any federal, state, municipal or County laws, statutes, resolutions, or regulations, now in effect or hereafter promulgated, by Proposer, its agents, employees, or successors and assigns, and any claim including a claim for contribution or indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property, arising out of, resulting from, in conjunction with or incident to Proposer's operation of its business and/or performance of its obligations under this Agreement or

use and/or occupancy in the Premises or of the Clubhouse. On ten (10) days' written notice from Shawnee the Proposer shall appear and defend all claims and lawsuits against the Shawnee and/or Shawnee growing out of any such injury or damage. The provisions of this paragraph shall survive the expiration, termination, or early cancellation of this Agreement.

- 5.2. In submitting a proposal, Proposer declares that the only person or party interested in the proposal as principal are those named in the proposal and that the proposal is made without collusion with any other parties, firms, or corporations. Reasonable grounds for believing that any Proposer has a business or financial interest in more than one proposal in response to this request will cause rejection of all proposals in which such Proposer has interest. If Shawnee believes, in its sole discretion, that collusion exists among Proposers, none of the participants in such collusion will be considered.
- 5.3. Shawnee is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of Shawnee. Shawnee reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to negotiate with the selected Proposer; to waive irregularities and nonconformities; and to make an award not based solely on the proposal most lucrative to Shawnee ; all as Shawnee in its sole judgment may deem to be in the Shawnee 's best interest. If selected Proposer refuses to enter into an Agreement with Shawnee , Shawnee reserves the right to accept the proposal of any other qualified Proposer without re-advertising.
- 5.4. This document shall in no manner be construed as a commitment on the part of Shawnee to award a contract, to pay any cost incurred in the preparation of proposals to this request, or to procure or contract for any services.
- 5.5. Nothing indicated verbally by Shawnee , its officers, employees, agents or consultants, will contradict or override anything in this document. If a Proposer feels they have been told anything that is inconsistent with the information contained in this document, it will not be considered valid unless and until confirmation is received in writing from Shawnee. Should there be any doubt as to the meaning or content of these proposal documents, Proposer shall at once, notify Shawnee in writing.
- 5.6. Corrections, changes or clarifications, if required, will be made in written addenda to all parties who attended any pre-proposal meeting (as applicable), identified by Shawnee to receive an RFP, and/or otherwise officially declare (in writing) their intention to submit a proposal, as appropriate. Shawnee will not be responsible for any other instructions, interpretations, or explanations. Any written addenda to the proposal documents issued by Shawnee prior to the proposal acceptance deadline will be considered a part of these documents.
- 5.8 The submission of a proposal shall be considered evidence that Proposer has: (1) investigated all conditions related to the requested service herein described; (2) ascertained that the Premises and all conditions are as specified; and (3) has reviewed all RFP documents. No claim for adjustment of the provisions of the RFP or any subsequent Agreement to be awarded shall be honored on the grounds that Proposers were not fully informed of existing conditions. Proposers must acknowledge receipt of all addenda in the cover letter submitted with the proposal.
- 5.9 Proposer warrants that its service to be provided under this RFP and subsequent agreement shall conform to its proposal's description and any applicable specifications and shall be of good quality and for the known purpose for which it is intended. This warranty is in addition to any standard warranty or service guarantee given by the Proposer.

SECTION SIX – EVALUATION CRITERIA:

Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, capabilities, service offerings, customer experience, and references may be overriding factors in the issuance of an award. The proposal evaluation criteria should be viewed as standards which measure how well a Proposer's approach meets the desired requirements and needs of the users. A selection committee will review the Proposals and make a recommendation to the

Kanawha County Commission and Shawnee on the best overall proposal. The selection committee will consider the following factors and their coinciding weight:

BUSINESS QUALIFICATIONS AND EXPERIENCE	20%	Proposer's successful experience providing food, beverage, retail and vending programs at similar restaurants, general experience of company, and/or experience of the individuals who have management responsibilities.
FINANCIAL INVESTMENT AND PROPOSED PRO FORMA AND COMMITMENT TO FUND	25%	Proposer's pro forma projections and proposed capital investment to perform specifications as defined herein. Should also include a statement from the lender that the lender is committed to fund the level of investment as represented in the proposal. If it is being internally funded, it should state so in the proposal.
OPERATIONS AND CUSTOMER SERVICE PLAN	15%	Proposer's ability to effectively provide corporate and local management to oversee operations on a day-to-day basis and type, quantity, and quality of services provided.
THEME, CUSTOMER SERVICE APPROACH, AND MENU	20	Based on the Proposer's theme for the concession, the training and customer service policies and support, transition plan.
GENERAL RFP COMPLIANCE	5%	Proposer's compliance with respect to all sections of the RFP.
PRODUCT AND PRICING	15%	Menu, product line, and proposed pricing.

In the process of evaluation, Shawnee may acquire and utilize, to the extent deemed necessary, information obtained from the following sources:

1. Proposal, including representations and other data contained in the proposal, or other written statements of commitments, such as financial assistance, subcontracting, and references.
2. Other existing information available to Shawnee, including financial data and records concerning Proposer's performance.
3. Publications, including credit ratings, trade and financial journals or reports.
4. Other sources, including banks, other financial companies, state, county, municipalities, and agencies and other public agencies.
5. Background investigations of Proposers submitting proposals may be made to verify information furnished or to secure additional information Shawnee may deem necessary or desirable.
6. References

EXHIBIT A

PREMISES



Outlined below are the specific Premises that are included with approximate square footage:

- **Kitchen – 704 sq.ft.**
- **Dining Room: 1536 sq.ft.**
- **Outside Covered Patio: 1152 sq.ft.**

In addition, the dining room offers a second floor area for additional dining, bar space, and office space. An office which abuts the dining room and patio can also be utilized.

EXHIBIT B

SHAWNEE EQUIPMENT

PROVIDED BY SHAWNEE

Existing Kitchen Equipment in the Clubhouse Kitchen, existing furniture, existing fixtures, all provided “as-is, where is.”

Equipment should be viewed and inspected at the pre proposal meeting.

□

MANDATORY PROPOSAL DOCUMENTS AND REQUIRED FORMS

Proposals must be made in accordance with the conditions described above and include the following information and documents *Forms A – J* to be considered a valid proposal for review. Statements must be complete, accurate, in the requested form and must be signed (before a Notary), by an authorized officer of Proposer.

If all information requested by the following forms/questionnaires cannot be adequately answered using the space provided, use additional sheets of paper. Be sure to provide adequate reference to the location of additional pages if other than immediately adjacent to the location of the question.

BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS, PROPOSER AUTHORIZES SHAWNEE SPORTS COMPLEX TO MAKE ANY INQUIRIES NECESSARY TO DETERMINE THE VALIDITY AND ACCURACY OF THE INFORMATION PROVIDED. PROPOSER FURTHER REPRESENTS AND WARRANTS ALL INFORMATION PROVIDED IS TRUE AND COMPLETE. FAILURE TO PROVIDE THE REQUESTED INFORMATION, INCOMPLETE INFORMATION, MISSTATEMENTS, OR INACCURATE INFORMATION MAY RESULT IN THE REJECTION OF THE PROPOSAL.

FORM A

GENERAL INFORMATION QUESTIONNAIRE

NAME OF FIRM: _____

(EXACTLY AS IT WOULD APPEAR ON AGREEMENT)

PRINCIPAL OFFICE ADDRESS: _____

PRIMARY CONTACT

NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

ALTERNATE CONTACT

CONTACT NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

FORM OF BUSINESS:

SOLE PROPRIETORSHIP

CORPORATION

PARTNERSHIP

JOINT VENTURE

OTHER (PLEASE SPECIFY) _____

SOLE PROPRIETORSHIP INFORMATION

If a business is operating as a sole proprietorship, please provide the following information:

PROPRIETOR'S NAME: _____

ADDRESS: _____

COMPANY NAME: _____

 COMPANY ADDRESS: _____

CORPORATION INFORMATION (use for other form or organization such as LLC)

If a business is operating as a corporation, please provide the following information:

1. When incorporated? _____
2. Where incorporated (state)? _____
3. Is the corporation authorized to do business in West Virginia? Yes No
 If yes, as of what date? _____

Please supply the following information for each principal officer. (Attach additional pages, if necessary.)

Officer's Name	Position

PARTNERSHIP INFORMATION

If a business is operating as a partnership, please provide the following information:

1. Date of organization: _____
2. Type of partnership: General Limited
3. Business purpose of partnership: _____
4. Has the partnership done business in West Virginia? Yes No
 If so, when? _____

Please provide the following for each General Partner. (Attach additional pages, if necessary.)

General Partner's Name & Address	% of Ownership

JOINT VENTURE INFORMATION

If a business is operating as a joint venture, please provide the following information:

1. Date of organization: _____

2. Purpose of joint venture: _____

3. Has the joint venture done business in West Virginia? Yes No

If yes, when? _____

Please supply the following information for each joint venture participant owning 10% or more. (Attach additional pages, if necessary.)

<i>Joint Venture Participant's Name & Address</i>	<i>% of Ownership</i>

FORM B

QUALIFICATION STATEMENTS

EXPERIENCE

Proposer has operated food, beverage, and retail concessions at the following locations:

LOCATION #1

DATES: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S PHONE: _____

LOCATION #2

DATES: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S PHONE: _____

Proposer's Operating Name

Proposer has operated under its current name since _____, a period of _____ years, and Proposer (if such be the case) formerly operated under the name _____.

Proposer has provided similar services as requested in this RFP for _____ years.

Current Litigation*

The Proposer **is** **is not** currently involved in litigation. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances.)

(Use additional sheet(s) to explain circumstances if necessary.)

FELONY CHARGES AND CONVICTIONS*

Proposer **has** **has not** been convicted of a felony offense, gross misdemeanor or been indicated in proceedings that may result in charges being brought against Proposer. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances including but not limited to name, date, offense and disposition for each item.)

(Use additional sheet(s) to explain circumstances if necessary.)

**Provide information for the individual if Proposer is an individual, for each general partner if Proposer is a partnership, for each joint venture party if Proposer is a joint venture, or for the corporation itself and each chief executive officer, president or similar principle executive officer if Proposer is a corporation or other organized entity.*

FORM C

FINANCIAL INFORMATION

Bond or Surety Cancelled or Forfeited*

Proposer **has** **has never** had a bond or surety or the like cancelled or forfeited. If the response in the affirmative, state the following:

NAME OF BONDING COMPANY: _____

DATE CANCELED: _____

AMOUNT OF BOND: _____

REASON FOR CANCELLATION OR FORFEITURE: _____

Bankruptcy*

Proposer **has** **has never** been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, state the following:

DATE PETITION FILED: _____

CASE NUMBER AND JURISDICTION: _____

AMOUNT OF LIABILITIES AND DEBTS: _____

DATE OF DISCHARGE OR SUCCESSFUL COMPLETION OF REORGANIZATION OR WAGE EARNER'S PLAN: _____

CURRENT STATUS: _____

STATE: _____

Unfavorable Audit*

Proposer **has** **has never** received an unfavorable audit of its financial performance in conjunction with contractual agreements. Unfavorable audit is defined as an error in payment equal to or in excess of five percent (5%). If the response is in the affirmative, state the following:

NAME OF BUSINESS: _____

LOCATION OF BUSINESS: _____

DATE OF AUDIT: _____

EXPLANATION OF AUDIT DISCREPENCY: _____

Current Litigation*

Proposer **is** **is not** currently involved in litigation that materially affects Proposer’s ability to operate at the Clubhouse. (If the answer is in the affirmative, identify the business location and give such information as is required to explain the circumstances.)

Lien*

Has any Federal/State government entity initiated a tax lien for any reason against Proposer?

Yes **No**. If the response is yes, please provide a copy of the lien paperwork and the following information:

NAME OF BUSINESS: _____

LOCATION OF BUSINESS: _____

DATE LIEN IMPOSED: _____

DATE LIEN REMOVED: _____

REASON FOR LIEN: _____

FORM D REFERENCES

Proposer submits the following list of persons or firms with whom Proposer has conducted business with during the past three years substantially related to its parking management business operations, and who may be contacted by Shawnee Sports Complex . If firms are used, give the name of the firm and/or person whom we may contact. **Attach letters of reference from each of the entities/firms listed below.**

Business Reference #1

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE NUMBER: _____
GROSS SALES: _____

Business Reference #2

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE NUMBER: _____
GROSS SALES: _____

Business Reference #3

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE NUMBER:

GROSS SALES:

FORM F INSURANCE

CERTIFICATE OF INSURANCE

INSURANCE

The Winning Proposer shall provide General/Public Liability, Automobile Liability, and Liquor Liability Insurance with limits not less than \$1,000,000 per occurrence, shall be with a company approved by Shawnee Sports Complex ; and shall provide for the following; Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. The **“Shawnee Sports Complex and Kanawha County Commission”** shall be named as **Additional Insureds** under all policies.

Proposer shall also provide evidence of Statutory West Virginia Worker’s Compensation Insurance. Proposer to provide Certificate of Insurance evidencing such coverage with 30-days’ notice of cancellation, non-renewal or material change provisions included. Shawnee Sports Complex does not represent or guarantee that these types or limits of coverage are adequate to protect the Proposer’s interests and liabilities.

If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify Shawnee Sports Complex and the Kanawha County Commission without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage’s evidenced by said certificate and shall further provide that failure to give such notice to Shawnee Sports Complex and the Kanawha County Commission will render any such change or changes in said policy or coverages ineffective as against Shawnee Sports Complex and the Kanawha County Commission.

Complete the following insurance company information:

Firm Name: _____

Address: _____

Agent: _____

Phone No: _____

Fax No: _____

PROPOSER OR AGENT

For _____

FIRM OR CORPORATION

**PROOF OF INSURANCE MUST BE
PROVIDED PRIOR TO CONTRACT
EXECUTION**

FORM G

SIGNATURE PAGE

Each individual executing this proposal on behalf of a corporation or business represents and warrants that he/she has been authorized to do so by the Board of Members or other concerned parties who have an interest in the business.

Each individual executing this proposal certifies with their signature below that the information contained in the proposal is true and accurate to the best of their knowledge and acknowledges that Shawnee Sports Complex reserves the right to reject any proposal found to contain fraudulent information.

No proposal shall be accepted which has not been signed in the appropriate space(s) below.

Shawnee is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of Shawnee. Shawnee reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to negotiate with the selected Proposer; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to waive irregularities and nonconformities, and to make an award not based solely on the proposal most lucrative to the Shawnee, all as Shawnee in its sole judgment may deem to be in the Shawnee's best interest. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. If successful Proposer refuses to enter into the Agreement, the right is reserved to accept the proposal of any other qualified Proposer without re-advertising.

I affirm that I have read and understand all the provisions set forth in this RFP invitation. I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Our firm will comply with all provisions and conditions as specified. All requested information has been submitted as requested.

BUSINESS OR CORPORATION NAME

BY: _____

TITLE: _____

DATE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2019.

MY COMMISSION EXPIRES: _____

- FORM MUST BE SIGNED AND NOTARIZED -

FORM H
MENU, PRODUCT, PRICING, AND EQUIPMENT LIST

FORM I
EXCEPTIONS TO PROPOSED AGREEMENT

FORM J

Pro Forma

Proposers should develop a pro forma of anticipated revenues from Shawnee concession based on the information provided in this RFP. Please attach the pro forma for review in the evaluation process. The pro forma should represent a good faith estimate.