



SOUTH FAYETTE T O W N S H I P

A Community Growing Together

REQUEST FOR PROPOSALS: MORGAN PARK CONCESSION STAND

Introduction

South Fayette Township is soliciting proposals from qualified and businesses to operate and manage concession services in Morgan Park during the spring, summer and fall seasons. The successful bidder will provide concessions to South Fayette Baseball and Softball Association members and guests during all home games and tournaments. This RFP is designed for those interested in creating a contractual relationship to operate a concession stand at Morgan Park. The selected concessionaire will be required to operate the facility according to terms and conditions outlined in the Concession Agreement, a sample of which is attached hereto as Appendix A.

About South Fayette Township

South Fayette Township, founded in 1842, is uniquely positioned as the premier up-and-coming community in the greater Pittsburgh metropolitan region. Residents enjoy the homes, parks, trails schools and other services and amenities, while businesses appreciate the direct access to major highways. Named in honor of General Lafayette of the American Revolution, the 21-square-mile township has a rich heritage and a bright future.

Residents

- Population 15,000 and growing (60 percent of township is undeveloped)
- 100 new homes built each year and upcoming plans for 600+ homes

Schools

- Fastest-growing school district in Allegheny County & one of fastest in PA (up 17% since 2012)
- School district consistently rated #1 and drawing many families with children

South Fayette Baseball and Softball Association

- 600 boys and girl members ranging from ages 5 – 12
- Hosts a 5+ tournaments a year

Morgan Park Overview

Address

515 Millers Run Road

South Fayette, PA 15064

Amentias

- 5 baseball/softball fields

- Playground
- tennis court
- basketball court
- picnic area
- concession stand

Schedule

RFP posted on website — January 31

Proposals due — February 28

RFP selection — March 20

Sales begin – Mid April 2019

Note: This is the Township's desired schedule. The Township reserves the right to modify the schedule. Notice to proceed will be issued shortly after contract award.

RFP TERMS AND CONDITIONS

- Operation of the food and beverage concession during South Fayette Baseball and Softball Association (SFBSA) home games and tournaments from April – October. Schedule may vary.
- Contractor shall state in their proposal the percentage amount in gross sales to be turned over to the township or suggested monthly rate. Payment due on the first of each month
- Contractor will be required to submit, no later than the 15th of the month, an income statement for the previous month, detailing revenue, the cost of goods sold, and expenses.
- Contractor shall have proprietary operational rights of the site. No other Contractor shall be allowed in the Morgan Park, with the exception of special Township events or events approved by the Township.
- The Contractor shall maintain a flexible schedule that accommodates daily Park hours and special events.
- The Contractor will be required, at its sole expense, to be responsible for all alterations necessary to accommodate equipment after having first obtained written authorization from the Township.
- No signs or advertising of any kind (with the exception of a menu board) shall be installed without prior written approval of the Township. In addition, any sign or advertising must be approved by the Township, and be in compliance with applicable laws, codes, and ordinances.
- Contractor shall provide a Concession Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Concession Manager shall establish a routine for communications with the Township to provide a prompt and timely response to any concerns or problems that may arise.
- Contractor shall furnish all supplies and materials necessary for the proper performance of the services and operation of the Facility. The Contractor shall not use any material or supplies which the Parks Director determines would be unsuitable for the purpose intended, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons.
- Contractor is responsible for providing a clean, organized, safe, and attractive business. Contractor shall at all times keep the area free of clutter and litter. Allowing debris, trash, and spilled fluids to accumulate will not be permitted. All trash generated by the Contractor's operations must be collected and disposed of by contractor daily. City personnel will inspect the concession premises and surrounding area at least once per week, and more frequently as needed.
- The Contractor will be required to abide by all State, County, and City laws, including all business licensing requirements, food handler requirements, health permitting requirements, and Township Park regulations. It will be the contractor's responsibility to contact, arrange, and comply with specific Allegheny County Health Department requirements and regulations. It is the contractor's responsibility to maintain, at the contractor's cost, all necessary health permits during the term of the agreement.
- Subcontracting of the space is not permitted.

- The Contractor shall conduct his/her operation of the concession services in a manner that does not damage Township's property. In the event damage occurs to Township's property or any adjacent property by reason of any service operations performed under this Contract, the Contractor shall replace or repair the same at no cost to the Township. If damage caused by the Contractor has to be repaired or replaced by the Township, the cost of such work may be charged to the Contractor.
- Contractor shall be responsible for collecting, reporting, and paying all sales taxes to the State, County, and City.
- Contractor shall keep the concession stand reasonably stocked and reasonably staffed to serve the patrons thereof.
- Beverages shall be either fountain drinks or served in plastic bottles. No glass bottles shall be allowed.
- The sale of alcoholic beverages and tobacco is strictly prohibited.
- No expired or dated products may be sold.
- Contractor will be expected to maintain insurance coverage. All insurance required must be provided by a company licensed to do business in the State of Pennsylvania. Proof of Insurance must accompany the signed contract and the Township shall be an additional insured.
- This RFP does not commit the Township to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Township, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, may not be reviewed. This RFP and the process it describes are proprietary to the Township and are for the sole and exclusive benefit of the Township. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the Township and if required by law may be subject to public disclosure by the Township or any authorized agent of the Township. The Township is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.
- It shall be the proposer's responsibility to review and verify the completeness of its proposal. The Township may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The Township may request to contact clients referenced in the proposal. The Township also reserves the right to conduct investigations with respect to the qualifications of a proposer
- Verbal communication made by any Township employee or agent of the Township with respect to this RFP is not binding and shall not in any way be considered as a commitment by the Township. Only written responses to questions submitted in writing to the Township or written addenda to this RFP issued by the Township will be considered binding on the Township.
- The Township reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:
 - To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the Township's sole discretion, it is in the Township's best interest to do so;
 - To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
 - To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Township's best interest to do so;
 - To reject the proposal that, in the Township's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Township or another government entity, is financially or technically incapable or it otherwise not a responsible proposer;
 - To reject as informal or non-responsive any proposal which, in the Township's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
 - To waive any informally, defect, non-responsiveness and/or deviation from this RFP that is not, in the Township's sole judgment, material to the proposal;

- To permit or reject, at the Township's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submissions;
- To request that some or all the proposers modify proposals based upon the evaluation of the Township.
- The Township may enter into negotiations for a contract, on terms and conditions satisfactory to the Township with one or more selected proposer(s). However, the Township reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The Township reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such an event, the Township shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the Township, in its sole discretion, determines that doing so and permitting such is in the Township's best interest. Should negotiations not prove satisfactory with the selected proposer(s), the Township reserves the right to discontinue negotiations. Additional individuals/businesses may be asked to enter negotiations, and/or the Township may solicit new proposals.

Notice of Award The Township intends to select a single contractor. The Township Manager or designee will recommend entering into a contract at a future Township board meeting.

Submittal Instructions

Proposals should be submitted in a sealed envelope, or other sealed container, which is clearly marked "South Fayette Township Morgan Park Concession Stand." Please provide one (1) digital copy, and (1) original. The original should be marked "Original" and must bear an original ink signature by an individual authorized to represent the consultant.

Proposals should be submitted to:

South Fayette Township
Attn.: Paula Simmons
515 Millers Run Road
South Fayette, PA 15064

All proposals must be RECEIVED no later than 11:00 a.m. Thursday, January 31, 2019.

LATE SUBMISSIONS WILL NOT BE ACCEPTED .

Form of Proposal: See attached as Appendix "B".