

Return RFP To:

MARSHALL COUNTY ENGINEERING
424 BLOUNT AVENUE SUITE 305
GUNTERSVILLE, ALABAMA 35976
(256) 571-7712

RFP NO: 47-24

RFP OPENING DATE & TIME: WEDNESDAY,
FEBRUARY 5, 2025 - 2:00 P.M.

LOCATION: COMMISSION CHAMBERS -
3RD FLOOR – SUITE A 319 - MARSHALL
COUNTY COURTHOUSE - GUNTERSVILLE, AL

REQUEST FOR PROPOSAL FOR THE
OPERATION OF THE COURTHOUSE GRILL FACILITY

VENDOR'S RESPONSE:

VENDOR'S NAME: _____

VENDOR'S ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

VENDOR'S RESPONSE:

I hereby agree to furnish the above-named items on or by the dates requested and hereby certify that all specifications set forth will be met.

Authorized Representative

Typed or Printed Name

****IF SHEET ISN'T SIGNED, RFP IS VOID!!****

SPECIFICATIONS:

1. Vendor shall submit with his/her RFP, a proposed menu of food items to be served daily for breakfast and lunch. All food items must be prepared on site in the Courthouse Grill. Vendor must accept electronic payments in addition to cash.
 2. Upon acceptance, the successful vendor will be required to sign a one (1)-year contract (copy enclosed) with an option to renew for two (2) years.
 3. Grill facility may be examined by calling the Marshall County Commission office at (256) 571-7701 Monday through Friday between the hours of 8:00 a.m. to 4:30 p.m. to schedule an appointment.
 4. The monthly payment to the Commission will begin within one (1) month after the date of RFP award **or** on the first business day of grill operation, whichever occurs first.
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REQUEST FOR PROPOSAL PRICING:

I agree to pay the Marshall County Commission \$_____ per month for the operation of the Courthouse Grill facility.

SPECIAL INSTRUCTIONS TO BIDDERS:

- (1) RFP may be submitted either by mail or in person, however, Marshall County will not be responsible for the security of mailed RFP. (Also, if mailing RFP, please be advised that we do not receive mail before 10:00 A.M. daily, therefore mail early to ensure prompt arrival).
- (2) By signing and submitting of this RFP, the vendor certifies that he/she is an equal opportunity employer and that that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- (3) Each bidder is required to submit with the bid a certificate of E-Verify.
- (4) It shall be the bidder's responsibility to possess all proper County, State and Federal license and shall familiarize himself with and shall comply with all Federal, State, and local laws, ordinances, and regulations.
- (5) Vendors are required to use this "Request for Proposal". Failure to do so will be cause for rejection.
- (6) Vendors shall sign and return all sheets in the "Request for Proposal" to Marshall County Engineering Department, 424 Blount Ave., Suite 305, Guntersville, AL 35976. Failure to do so will be cause for rejection.
- (7) Each individual RFP must be submitted in a sealed envelope with the word "**GRILL RFP**" marked on outside of envelope.

You are invited turn in a proposal on the above specifications. Exceptions to these specifications, if any, must include complete, detailed information.

THE MARSHALL COUNTY COMMISSION RESERVES THE RIGHT TO ACCEPT AND/OR REJECT ANY AND/OR ALL PROPOSALS.



JAMES HUTCHESON, CHAIRMAN
MARSHALL COUNTY COMMISSION

COURTHOUSE GRILL LEASE AND OPERATION AGREEMENT

This Agreement, made and entered into this the ____ day of _____, by and between Marshall County Commission, Guntersville, Alabama, (hereinafter referred to as “Lessor”) and _____ hereinafter referred to as “Concessionaire.”

WITNESSETH

Whereas, Lessor desires to grant to Concessionaire the right to manage and operate the Courthouse Grill on the premises as more particularly described in Section 1 below.

Whereas, Concessionaire desires to receive such right to use, manage, and operate said Courthouse Grill.

Now therefore, in consideration of the mutual covenants and agreements contained herein, Lessor and Concessionaire hereby covenant and agree upon the following terms and conditions:

1. **PREMISES:** Lessor does hereby grant to Concessionaire and Concessionaire hereby accepts the concession to operate the Courthouse Grill. Lessor further grants to Concessionaire and Concessionaire hereby accepts the right to the use of such rooms; including the seating area, servery, kitchen, and Courthouse Grill store rooms and the serving area.

2. **TERM:** The initial term of this agreement shall be one (1) year commencing _____ . At the end of the one-year term of the grant of this concession, (if agreement shall have been fulfilled in all respects by Lessor and Concessionaire), this agreement will be extended for a two-year period, all the terms remaining the same, unless this agreement shall sooner be terminated as hereunder provided or terminated by the mutual agreements of the parties hereto.

3. **PAYMENT TO LESSOR:** To be determined by proposals.

4. **RECORDS, REPORTING OF SALES:** Concessionaire agrees to keep at its principal business office records of all sales and costs relating to its operation hereunder in accordance with accepted accounting practices. Lessor, or its designee, shall have the option at its own expense, to audit such statements for any accounting period.

5. **EQUIPMENT:** Lessor shall furnish to Concessionaire such equipment and facilities as designated by this agreement, in the Courthouse Grill designated by this agreement, in the Courthouse Grill on the effective date of this agreement. A complete inventory of all smallwares and equipment will be taken jointly by representatives of Lessor and Concessionaire as of effective date of this agreement. Such equipment shall remain the property of Lessor and shall be surrendered to lessor by Concessionaire at the termination of this agreement in good condition, reasonable wear and tear expected. Smallwares as per the inventory will be the responsibility of the Concessionaire. Upon termination of this agreement all equipment or smallwares listed in the original inventory will be accounted for and returned to Lessor or the Lessor reimbursed for their value by the Concessionaire. Any equipment of the Lessor such as ovens, refrigerators, freezers, etc. that needs replacing due to normal wear will be replaced at the

expense of the Lessor thereafter remains the property of the Lessor. All repairs to equipment shall be the responsibility of the Lessor. The smallwares inventory is attached hereto as exhibit "B".

6. **REPAIRS:** Lessor agrees to maintain the building in which the premises are situated and the structural parts of the premises themselves in good order, condition, and repair, including, but not limited to all plumbing, heating, air-conditioning, exhaust hood ducts and electrical systems, floors, ceiling, roofs, and walls including the painting of such interior walls of the premises. Concessionaire agrees to maintain in good condition all equipment in use on the premises.

7. **HOUSEKEEPING AND HEALTH CONDITIONS:** Concessionaire shall have full responsibility for the maintenance of the food preparation area, servery, Courthouse Grill storage rooms, and restaurant equipment, and all eating areas. Concessionaire will keep such areas and equipment in a clean sanitary and safe condition. Concessionaire shall at least twice a day remove trash and Lessor will allow Concessionaire to use the dumpster or other facilities for the disposal of trash. Concessionaire shall comply with all applicable state and local health authorities. Lessor may inspect the facilities for all State of Alabama Health Department requirements. The Lessor will maintain all pest control and have permission to apply treatment as needed.

8. No alcoholic beverages may be sold or served on premises.

9. **HOURS OF OPERATION:** Concessionaire agrees to keep the Courthouse Grill open Monday through Friday the hours of 7:30 a.m. until 1:30 p.m. unless otherwise mutually agreed upon. Concessionaire shall not use or occupy nor permit the premises or equipment therein to be used or occupied in any manner which will in any way violate any agreement of insurance in force with respect thereto or any renewals or replacements thereof.

10. **STAFFING:** All Concessionaire's staff shall be employees of _____ and not of the Lessor. Capable, courteous personnel to adequately serve all potential customers and operate and manage this concession efficiently, and in a manner satisfactory to the Lessor. The Lessor has the right to ask for the removal of any employee they deem undesirable. All snack bar employees will wear I.D.'s while on Lessor property.

11. **ALTERATIONS AND IMPROVEMENTS:** No alterations, additions, or improvements to the premises, nor the installation of any equipment, other than portable equipment, shall be made by Concessionaire without the express written consent of the Lessor.

12. **INSURANCE:** From the date of execution of this agreement, Concessionaire shall keep the premises, subject of this agreement. Insured at its sole cost and expense, against claims of liability. Such policy or policies shall name Lessor as additional insured. Within 20 (20) twenty days after execution of this agreement, Concessionaire shall deliver to Lessor certificates of insurance certifying that such insurance is in full force and effect. Insurance shall be for coverage of the products sold and served. The Lessor shall provide property coverage on its equipment and

Concessionaire shall provide insurance on its equipment and inventory and for its liability for negligence.

13. **FIRE OR OTHER CASUALTY:** If the premises of the building in which they are contained are damaged by fire or other casualty, without the fault of the Concessionaire, to such an extent to make the premises untenable for the maintenance of the concession hereunder, this agreement, at the option of Concessionaire, shall terminate as of the date of such damage. Upon such termination, in determining the final amounts payable by the Concessionaire under this agreement, the date such damage was incurred shall be deemed the closing date of the final accounting period under this agreement.

In the event the premises are partially damaged by fire or other casualty without the fault of Concessionaire, to such extent to make the premises untenable for the maintenance of the concession hereunder, this agreement, at the option of Concessionaire, shall terminate as of the date of such damage. Upon such termination, in determining the final amounts payable by Concessionaire under this agreement, the date such damage was incurred shall be deemed the closing date of the final accounting period under this agreement.

14. **LESSOR TRAINING COURSES:** Employees of Concessionaire will attend the fire training course and such other courses as may be designated by the fire department of Lessor, at such time and within reasonable limits, as requested.

15. **LICENSES:** Concessionaires shall obtain and keep in full force and effect, at its own expense, all necessary licenses for the operation of its food service business.

16. **UTILITIES:** Lessor shall furnish all utilities for the premises at no cost to Concessionaire, such utilities shall include but not be limited to heat, water, air-conditioning, and electric power. Except when due to the negligence of the Lessor, Lessor shall not be liable for any failure of water supply, electric current, or any service by any utility; for injury to or death of persons or damage to property resulting from steam, gas, electricity, water, rain, or snow which may flow or leak from any part of the premises or from any other place, or for interference with light or other easements, however caused.

17. **CANCELLATION:** Upon failure of Concessionaire to operate said Courthouse Grill provided under this agreement, or to make to Lessor, when due, the payments provided for herein, or to comply with any of the provisions of this agreement, Lessor shall advise Concessionaire, in writing, of such failure and if not corrected within (30) thirty days, Lessor shall then have the right to cancel this agreement upon giving to Concessionaire (30) thirty day notice. In the event that the Concessionaire desires to terminate this agreement, the Concessionaire shall provide a (30) thirty-day notice regarding the same to the Lessor in writing as outlined in paragraph 24.

18. **ASSIGNMENT:** Lessor and Concessionaire may assign this agreement only with the express written consent of the other party.

19. **EXONERATION:** Lessor shall not be liable for injury or damage to persons or property occurring within the premises, irrespective of how such injury or damage shall be caused, unless caused by acts of negligence of Lessor or any of Lessor's agents, servants, or employees.

20. **ENTIRE AGREEMENT:** This agreement contains the entire agreement and understanding between the parties hereto. This agreement may not be changed, modified, or supplemented orally, but only upon agreement in writing and signed by both parties.

21. **GOVERNING LAW:** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama. Any action filed hereunder shall be in the Circuit Court of Marshall County.

22. **SEVERABILITY:** If any provisions of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in force and effect.

23. **BENEFITS:** This agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successor, and permitted assigns.

24. **NOTICES:** All notices to be given to Concessionaire shall be in writing, deposited in the United States Mail, certified or registered, with postage prepaid and addressed to Concessionaire at: _____.

Notice by Concessionaire to Lessor shall be in writing, deposited in the United States Mail, certified or registered, with postage prepaid and addressed to Lessor at:

MARSHALL COUNTY COMMISSION
424 BLOUNT AVENUE, SUITE 305
GUNTERSVILLE, ALABAMA 35976
256-571-7701

Notice shall be deemed received when deposited in the United States Mail, as above provided. Change of address by either party must be by notice to the other in the same manner as above specified.

In witness whereof, Lessor and Concessionaire have hereto caused this agreement be executed by their duly authorized officers on the day and year first above written.

Chairman

Date

ATTEST: _____

CONCESSIONNAIRE

Date

ATTEST: _____