

**KANAWHA COUNTY COMMISSION
P. O. BOX 3627
407 VIRGINIA STREET, EAST
CHARLESTON, WEST VIRGINIA 25336**

**Request for Proposals
Addendum #1**

RE: Concession Services (Food, Beverage, and Operations) at the Shawnee Sports Complex

Date: July 28, 2025

Pre-Bid Meeting: There will not be a pre-bid meeting. All interested bidders are encouraged to set up a tour of the facility with staff. Please contact Katie Arthur, Executive Director of Shawnee Sports Complex, at 304-357-5147 or by email at katie@shawneesports.com

Proposal Opening: Proposals must be received on or before **Thursday, August 7, 2025** at 11:00 a.m. in the Kanawha County Commission Purchasing Office, 407 Virginia Street, East, Third Floor, Room 229, Charleston, WV 25301 (P.O. Box 3627, Charleston, WV 25336)

INSTRUCTIONS TO PROPOSERS:

***PLEASE USE THIS FORM AS THE COVER SHEET FOR YOUR PROPOSAL**

1. Proposals must be received in a sealed envelope with the date and time of the proposal opening on the outside of the envelope. Faxed or electronically submitted proposals will not be accepted.
2. Proposal must be F.O.B. Delivery Point, unless otherwise indicated in bid.
3. All proposals should be signed and in ink, showing all facts. Once Proposals are opened, all proposal documents become public record.
4. The Kanawha County Commission reserves the right to accept or reject in part or in whole any bid submitted, whichever is in the best interest of the County.

Vendor Name: _____

Signature: _____

Address: _____

Date: _____

E-Mail Address: _____

Telephone: _____

*****ATTENTION VENDORS*****

Have you registered for the Kanawha County Commission E-Mail Notification System for bid specifications? Register by visiting our website @ www.kanawha.us and register by clicking on the "Email Alerts" icon.

ADDENDUM #1

COUNTY COMMISSION OF KANAWHA COUNTY
CHARLESTON, WEST VIRGINIA

ITEM: Request for Proposals for Concession Services at the Shawnee Sports Complex

LOCATION: Shawnee Sports Complex
1 Salango Way
Dunbar, WV 25064

CONTACT:	<u>Questions Regarding Bid Submission:</u> Jerie Whitehead Purchasing Director Kanawha County Commission 407 Virginia St., East P.O. Box 3627 Charleston, WV 25336 jeriewhitehead@kanawha.us	<u>Questions Regarding Specifications:</u> Katie Arthur Executive Director Shawnee Sports Complex 1 Salango Way Dunbar, WV 25064 katie@shawneesports.com
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ADDENDUM #1

Addendum #1 is being issued to address the following:

1. The proposal submission date has been extended to August 7, 2025.
2. Clarify that the contract is for a three-year period and that additional years can be added through additional extensions/agreements.

Scope of Work

Introduction and Background Information

Shawnee Sports Complex (Complex) is soliciting proposals to operate the food, beverage, and concession operations in the new entry building concession and the baseball concession. The Complex is open to considering all proposals regarding the type of service, menu, and food/beverage pricing, while acknowledging that the Complex intends to continue running weekly operations and large-scale events and will need to work with the Concessionaire in order to write appropriate bid proposals to gain business, etc.

The Complex Layout is included as Exhibit A to the RFP.

The County's legal counsel will develop the concessions agreement and may contain such other terms, conditions, and provisions as are deemed necessary to protect the County's and the Concessionaire's interest therein as advised by the County's or Concessionaire's legal counsel.

Goals and Objectives

It is the County's intention to provide a professionally run concessionaire service that complements the program of activities at the Shawnee Sports Complex and is consistent with all laws, ordinances, and regulations.

The ability to generate revenue to offset the cost of providing the concession space and contribute financially to the Complex is a high priority for the Complex. However, an equally important priority, and the objective of this solicitation, is to ensure the provision of a high-quality food/beverage service for the public using the Complex. Therefore, the highest criteria for considering proposals resulting from this solicitation, are the level and quality of service of the food/beverage operation proposed.

Notwithstanding, the Complex will contract with a national beverage supplier that will have exclusive rights for all non-alcoholic beverages sold or dispensed on site, and Concessionaire must adhere to Complex's agreement with beverage supplier. In addition, for large or special events or tournaments the Complex may allow food trucks or other similar suppliers on site.

Financial Terms

The Complex and Concession will operate both separately and together. For example, the Concession may be open when the Complex is not open, and has no rentals, but the Concession must be open when the Complex is open and has rentals and/or events scheduled.

Concessionaire will pay rent in the amount of \$2,500 per month, paid by the 1st of each month.

For tournaments that exceed 100 teams or 70 football teams, the Concessionaire will provide an 8% commission on sales for that event. A commission check should accompany a point-of-sale report within 20 days following the conclusion of the event. If desired, the concessionaire will have the

opportunity to do off-site catering while using the kitchen at the Complex, but said off-site catering will be subject to an 8% commission.

The new Concessionaire will pay all of the personal property taxes, leasehold tax, maintenance costs, janitorial costs, and certain utilities, and all other costs of operating at the Complex

The Complex will provide parking, access to the Concession, and any maintenance needed outside the Concession, ex. salting lots, walking paths to access the Concession

During large-scale events, other potential food and beverage vendors may be permitted to be on-site. However, if Concessionaire is willing to consider “secondary pop-up sites” during large-scale events, this would limit or possibly eliminate the need for additional food/beverage vendors.

It is suggested, but not mandatory, that the Concessionaire also have bundled meal packages for families.

The Concessionaire will provide all working capital and inventory necessary to effectively manage the concession services.

At a minimum, the Concessionaire will be responsible for providing:

- All concession service office equipment, computers, cash registers, POS systems, etc.
- Within 60 days of the date of first operation, obtain all necessary permits and licenses.
- Accept all major credit and debit cards;
- Provide a public telephone number for customers
- Provide periodic catering services to event rightsholders, event administration, etc.
- Order from the National Beverage Supplier under the Existing Contract between the Complex and the National Beverage Supplier.

Liquor License and Liability

The Shawnee Sports Complex does not hold a license to sell liquor, beer and wine. This bid is for non-alcoholic beverage service only. However, the Shawnee Sports Complex is open to exploring opportunities to serve alcohol for certain events in the future, and will work with the concession vendor on obtaining a liquor license.

Operating Hours

Hours of operation for concession operation at least 7 days per week when events are scheduled, and open at least 90 minutes prior to each scheduled event and close no sooner than 30 minutes after each scheduled event ends, with the ability to keep concessions open upon the occurrence of event delays:

General Operating Standards

Among other requirements, selected proposers must:

- Provide high-quality food and beverages at reasonable prices and provide superior customer service to the public;
- Concessionaire shall post and display all menu items and prices.
- Maintain a bright and inviting storefront;
- Train staff to be a positive ambassador of the concession and the Complex;
- Establish and maintain appropriate and reasonable operating hours for the convenience of the majority of attendees;
- Accept all major credit and debit cards as forms of payment;
- Provide a safe environment for customers and employees;
- Secure all necessary permits and licenses to prepare and sell food and beverages, as appropriate.
- Respond promptly and satisfactorily to customer complaints
- Work with local teams to utilize operations to fundraise; the frequency, donation amount, etc. can be proposed by the Concessionaire

Day-to-day small ware replacements and all repair and maintenance costs to assets owned by the Concessionaire are the Concessionaire's responsibility.

Other General Requirements

All concession service employees are employees of the Concessionaire and not the County. The Concessionaire shall at all times be an independent contractor, and the agreement shall not in any way create or form a partnership or joint venture with the County. No agent, servant, or employee of the Concessionaire shall under any circumstances be deemed an agent, servant, or employee of the County.

It is the expectation that the Concessionaire shall operate the concession service in such a manner consistent with concession service industry standards.

The Concessionaire shall not subcontract out any concession service under this Agreement without the written consent of the County. Beverages and other food items may not be sold in glass containers.

The Concessionaire must procure and keep in force during the entire period of the contract all permits and licenses required by all laws and regulations of the state of West Virginia and Kanawha County.

Concessionaire shall collect and promptly disburse all taxes required by federal, state, and local authorities and shall pay any applicable taxes relating to concession service sales, operations, equipment, or inventory as a direct operating cost.

Concessionaire shall at all times comply with all applicable laws, rules, regulations, and orders of the federal government, the state of West Virginia and Kanawha County, also shall abide by all rules,

regulations, and directives prescribed by the County.

Authorized representatives of the County shall have the right to enter upon and have access to all spaces occupied by the Concessionaire during hours of operation for the Shawnee Sports Complex.

Concessionaire shall regularly monitor concessions equipment inventory, documenting any damaged and/or missing equipment. Concessionaire shall identify any County-owned equipment that is in need of repair or replacement and must request written approval from the County to discard equipment.

Sanitation and Equipment Maintenance

The Concessionaire shall be in accordance with all applicable laws, ordinances, rules, and regulations, and maintain the Shawnee Sports Complex concessions in a clean, sanitary, and orderly fashion.

Concessionaire shall maintain all equipment, leasehold improvements, and small wares used in performance of its duties in a good state of repair. The replacement of County-owned assets and maintenance and repairs of County-owned assets shall be the responsibility of the County. If the replacement is due to unusual wear, neglect, or negligence by the Concessionaire, the Concessionaire will pay for such replacement. The County shall be notified promptly of any needed repair of a County-owned asset.

Utilities

The County shall provide basic utilities related to the Concessionaire's operation. Concessionaire will utilize prudent energy management.

The cost of Internet and data service will be paid for by the Concessionaire. Free public Wi-Fi will be available in the building.

The Concessionaire will be responsible for removing its trash and garbage from all concession service areas to the designated dumpster or recycling areas. The removal of the trash and recyclables from their designated areas will be the responsibility of the County.

The cost to repair or replace any utility service or lines due to Concessionaire's negligence shall be the Concessionaire's sole expense and not charged as a direct operating cost.

The County shall not be liable or responsible for any failure to furnish services such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God, or other work stoppage; federal or local government action; the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services; any temporary stoppage for the repair, improvement, or enlargement thereof; or any act or condition beyond its reasonable control. Further, the County shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

The County shall not be responsible for any goods or equipment stored at the Shawnee Sports Complex nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, and/or other causes. The Concessionaire is responsible to secure all inventory items and assets.

Indemnification

To the fullest extent permitted by law, the Concessionaire, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the County, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Concessionaire's performance of the agreement or any other agreements of the Concessionaire, entered into by reason thereof. The Concessionaire shall indemnify and defend the County, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Concessionaire, its subcontractors, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Concessionaire agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

Insurance Requirements/Bonds

Concessionaire shall not commence any work under the agreement until they have obtained all of the prescribed insurance and bonds and such insurance and bonds have been approved by the County.

The Concessionaire shall secure the insurance specified below. All insurance secured by the Concessionaire under the provisions of this section shall be issued by insurance companies acceptable to the County. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the County upon execution of this agreement.

Workers' compensation insurance providing the statutory limits required by West Virginia law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease--policy limits. The required limit may be met by excess liability (umbrella) coverage.

Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the County and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.

The Concessionaire will provide the County with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Concessionaire agrees to hold the County harmless from any liability, including additional premium due because of the Concessionaire's failure to maintain the coverage limits required.

The County's approval or acceptance of certificates of insurance does not constitute the County's assumption of responsibility for the validity of any insurance policies nor does the County represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

Default

In the event that the Concessionaire shall fail to perform, keep, and observe any of the terms, covenants, and conditions of the agreement to be performed, kept, or observed, such as failing to pay the correct amount of moneys due the County, the County shall give the Concessionaire written notice of such default. In the event such default is not remedied or steps taken to remedy default to the satisfaction and approval of the County within fifteen (15) days of receipt of such notice by the Concessionaire, the Concessionaire may be declared in default, and all of their rights under the agreement shall terminate. At the direction of the County, the Concessionaire shall vacate the event facilities and shall have no right to further operate under the agreement.

In the event that the Concessionaire shall fail to correct any potentially hazardous condition, the County shall give written notice of such default. In the event such default is not remedied to the satisfaction and approval of the County within twenty-four (24) hours of receipt of such notice by the Concessionaire, the Concessionaire may be declared in default, and all of their rights under the agreement shall terminate.

Should the Concessionaire be placed into bankruptcy either voluntarily or by the courts, or should the Concessionaire become financially insolvent and unable to perform its duties under the agreement, or if the agreement is assigned or if the controlling interest in Concessionaire shall change whether by sale of a majority of the voting stock, by merger, by operation of law, or by any other means, the County may immediately place the Concessionaire in default, terminate the agreement, and assume the concession service operation of the event facilities under the agreement.

Should the Concessionaire fail to obtain or maintain the necessary licenses and permits, the County may place the Concessionaire in default.

The County may terminate this agreement if the Concessionaire allows a lien to be placed on the event facilities for any work approved by or administered by the Concessionaire.

The County shall retain the right, in its discretion, to terminate the agreement if the County is dissatisfied regarding Concessionaire's uncured performance, product, or service quality. In addition, failure on the part of the Concessionaire to reach that County-approved level of customer satisfaction will allow the County to terminate the agreement without constituting a default by the Concessionaire.

Independent Contractor

The parties agree that the contractor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the County, except as to the product or result of the work. The relationship between the County and the contractor shall be that as between an independent contractor and the County and not as an employer-employee relationship. The payment to the contractor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

Contract Award

It is the County's intent to enter into a contract with a Concessionaire who best demonstrates the ability to provide quality concession services at the Shawnee Sports Complex. The contract term is to be for three years with an option to extend for additional years contingent upon the agreement of the parties. After review of the proposals if the County decides to not enter into a contract, the County will notify all Concessionaires.

Proposal Format and Content

Submittal Requirements

In addition to detailed methodology and pricing, the submittal must contain the following information:

A cover letter that includes the name and address of the Proposer and the project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide concession services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the County would receive from selecting your firm.

The cover letter must be signed by a duly authorized official of the Proposer. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer's offer must be good for 90 days.

Each Proposer shall submit, at a minimum, all of the following information in a format that corresponds with the order of the subheadings listed below:

1. Cost Proposal.
2. Projected Sales.
3. Capital investment (if any).
4. Operations plan
5. Concessionaire Experience: Proposer must indicate their experience. A list of five (5) or more clients the Concessionaire has served in the past five (5) years.

Please provide detailed information; e.g., name, address, and telephone number of the client, contact name, size of client, number and type of events, annual sales, and attendance. Indicate what services are provided; i.e., catering, concessions, retail, restaurants, etc.

6. Proposed menus for concessions in the Shawnee Sports Complex showing proposed selling prices in 2018 dollars. Include concessions and service charges (if applicable). Pricing must be competitive with similar facilities in the Charleston area.
7. Concessionaire shall provide evidence of financial capacity to fulfill the requirements of this proposal. If Proposer deems any of the information proprietary, it shall be duly marked at time of submittal.

Review of Proposals and Selection of Finalists for Interviews

Selection Criteria

Proposers are advised that the County intends to select the Concessionaire that the County determines is the most responsive and responsible and will provide the Shawnee Sports Complex with the highest quality products, efficient services, and highest revenue based on the criteria set out below.

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified.

The evaluation team will rely on the qualitative information contained and presented in the proposals and the reference checks made. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- Experience, Qualifications, and References (30 points)—including past performance relative to quality of work, ability to meet financial objectives.
- Proposed Menu (20 points).
- Operational Approach (30 Points).
- Proposed Financial Compensation (5 Points).
- Financial Stability (15 Points).

In assigning scores, the evaluation team will consider the following factors, none of which will, standing alone, be conclusive:

1. Creativity reflected in the proposal for operational plans, menu, personnel training, and related sales.
2. The experience, training, and past performance of those persons designated by the Proposer as proposed management personnel.
3. The Proposer's performance at other facilities and for other clients, as shown by contacts with those representatives by phone or mail which have been or may be made by the County.
4. Proposer's projected financial return to the County.

Upon review of the proposals, the County will score the proposals and may shortlist and interview the highest-ranking Proposers. Upon completion of the interviews, the highest-ranking Proposer will then be asked to enter into contract negotiations with the County. If an agreement cannot be reached with the highest ranked Proposer, the County will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The County reserves the right to not select a Proposer as part of this process if an agreement cannot be reached with the interviewed Proposers.

Standard Proposal Information

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

County Not Responsible for Preparation Costs

The County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Conflict of Interest

Offerors must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the County). The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The County's determination regarding any questions of conflict of interest is final.

Request for Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Offeror's Certification

By signature on the proposal, the offeror certifies that it complies with:

- The laws of the state of West Virginia.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the County).

If any Proposer fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

No Contact Policy

Any contact with any County representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

Special Conditions

Special conditions include the following:

Respondents are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a respondent discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of “non-responsiveness.”

All information submitted in response to this RFP shall become the property of the County.

This RFP does not commit the County to procure or award a contract for the scope of work described herein. The County has sole discretion and reserves the right to reject any and all responses received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The County also reserves the right to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP.

The County reserves the right to waive any technicalities or irregularities in any proposal.

Responding firms acknowledge and agree that the County will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the County’s acceptance or nonacceptance of the proposal.

The County shall determine at its sole discretion and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the County.

The County shall not be responsible for the accuracy of any information provided as part of this RFP.

All respondents are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the County to reject the respondent’s submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The County reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that in the County’s sole discretion are in the best interests of the County.

The County reserves the right to:

1. Revise any requirements under this RFP.
2. Require supplemental statements of information from any responding party.
3. Extend the deadline for submission of responses hereto.
4. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not

completely conform to the instructions contained herein.

5. Waive any nonconformity with this RFP.
6. Cancel, in whole or in part, this RFP if the County deems it is in its best interest to do so.
7. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
8. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer
9. Not award a contract as a part of, or result of, this RFP process.

The County may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

Excluding proprietary information, the proposal and the concessionaire contract award are deemed public records and shall be available to the public upon request. In addition, the County shall maintain a "Registry of Proposals for a Concessionaire Contract," which shall contain the names of businesses who submit a proposal and the name of the business who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

TERMS & CONDITIONS

No bid will be accepted on any County contract if the vendor is listed on the last published list of delinquent personal property taxes in Kanawha County; however, the Commission will accept bids by vendors who provide satisfactory proof of payment of current taxes or a certification from the Sheriff that no taxes are due.

For the Owner's Record, submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipt for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of work.

Vendor shall complete and submit, or have on file with the Commission, a Vendor Registration Form, No Debt Affidavit and W9.

Rejection of Bids: The Kanawha County Commission reserves the right to reject any and/or all bids and to waive any informality in bidding. Once bids are opened, all documents become public record.

Exhibit A
Complex Layout

