

REQUEST FOR PROPOSAL (RFP)

**SHAVED ICE OPERATIONS FOR
BALDWIN COUNTY PARKS & RECREATION DEPARTMENT
PROPOSALS DUE 04/11/2025 AT NOON**

BALDWIN COUNTY PARKS & RECREATION DEPARTMENT
59 GA-22, MILLEDGEVILLE, GA 31061

Baldwin County Request for Proposal – Shaved Ice Operations

Baldwin County is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage shaved ice operations to be located at Walter B Williams Park. This RFP seeks proposals from those persons and/or entities interested in entering into a contract with Baldwin County for the right to operate shaved ice operations in the parking lot at Walter B Williams Park. The selected concessionaire(s) will be required to provide a vehicle that can sell shaved ice products in accordance with the terms and conditions of a contract to be negotiated between Baldwin County and the selected person or entity submitting a proposal, and in accordance with the laws of the United States of America and the State of Georgia, the Baldwin County Code of Ordinances, and all applicable Baldwin County policies and rules.

Questions about this RFP may be addressed to the Parks and Recreation Department. Contact Traci Bowden at 478-251-5343, or tbowden@baldwincountyga.com

The proposals are due by 12:00 p.m. on Friday, April 11, 2025 at the following physical address or to the email address below:

Baldwin County Government Building
1601 N Columbia St, Suite 230
Milledgeville, GA 31061
ctobar@baldwincountyga.com

Proposals will be opened and read aloud at noon on April 11, 2025.

RFP TERMS AND CONDITIONS

A. This RFP does not commit Baldwin County to award any contract to any person or entity. Nothing contained herein shall be construed to grant any rights or privileges to any person or entity other than Baldwin County. Proposals which, in the sole discretion of the Baldwin County Board of Commissioners, 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 Baldwin County and are for the sole and exclusive benefit of Baldwin County. Any response, including written documents and verbal communication by any person or entity submitting a proposal responsive to this RFP, shall become the property of Baldwin County and, if required by law, may be subject to public disclosure by Baldwin County or any authorized agent of Baldwin County. Baldwin County shall not be liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.

B. It shall be the proposer's responsibility to review and verify the completeness of its proposal. Baldwin County may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted from a proposal. Baldwin County may request to contact current or former clients referenced in the proposal. Baldwin County also reserves the right to conduct investigations with respect to the qualifications of any person or entity submitting a proposal.

C. Any verbal communication made by any Baldwin County employee or agent of Baldwin County with respect to this RFP shall not bind or be considered in any way as a commitment by Baldwin County. Only written responses to questions submitted in writing to Baldwin County or written addenda to this RFP issued by Baldwin County will be considered binding on Baldwin County.

D. Baldwin County reserves the following rights and options with respect to evaluation and selection of proposals negotiation of a contract:

- To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the sole discretion of Baldwin County, it is in Baldwin County's best interest to do so;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to the Board of Commissioners selecting one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- To accept or reject any proposal or part thereof, and to award a contract in whole or in part if the Baldwin County Board of Commissioners deems it in the best interest of Baldwin County to do so
- To reject the proposal that, in the sole judgment of the Baldwin County Board of Commissioners, has been delinquent or unfaithful in the performance of any current or previous contract with Baldwin County or any other government entity, is financially or technically incapable of performing the services and responsibilities required by this RFP, or is otherwise not found to be a responsible proposer;
- To reject as non-responsive any proposal which, in the sole judgment of the Baldwin County Board of Commissioners, 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 informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the sole judgment of the Baldwin County Board of Commissioners, material to the proposal;
- To permit or reject, at the sole discretion of the Baldwin County Board of Commissioners, 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 of the proposers modify their proposals based upon the evaluation of the Baldwin County Board of Commissioners.

E. Baldwin County may enter into negotiations for a contract, on terms and conditions satisfactory to Baldwin County with one or more selected proposer(s). However, Baldwin County reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. Baldwin County 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, Baldwin County shall have no duty or obligation to inform other proposers of the changes, or permit such other proposers to revise their proposals accordingly, unless the Baldwin County Board of Commissioners, in its sole discretion, determines that doing so and permitting such is in the best interest of Baldwin County. Should negotiations not prove satisfactory with the selected proposer(s), Baldwin County reserves the right to discontinue negotiations. Additional individuals or entities may be asked to enter into negotiations, and/or Baldwin County may solicit new proposals.

BACKGROUND

Walter B Williams Park is host to a variety of athletic programs and other events throughout the year:

Basketball Jan – March

Spring Soccer/Track Feb-May

Baseball/Softball March-May

Fall Soccer/Football August-Nov

Aquatic Facility May-Sep (in 2026)

Tournaments Feb-Nov

Typical hours are in the evening during the week with many weekend hours.

EVALUATION

A team of Baldwin County employees shall review the proposal(s) submitted and select a preferred vendor by Friday, April 11, 2025. Selection criteria may include, but shall not limited to, the following:

1. Operations – Ability to be open on evenings from Monday-Friday, at hours specified by Baldwin County, as well as on various weekends, throughout the year.

2. Proposed Contract Amount – The selected concessionaire shall pay Baldwin County a percentage of their monthly gross proceeds less sales tax paid, derived from the shaved ice operations. Each proposal should include the percentage of monthly gross proceeds that the concessionaire shall pay to Baldwin County.
3. Functionality – Features available, menu, etc. – must provide list of items and prices. Proposals shall include a statement as to how all payments and supporting documentation on total sales shall be provided to the County on or before the 15th day of each month. With its monthly payment, the selected shaved ice operator shall be expected to provide Baldwin County with its monthly reporting of gross sales from a Square.com POS system, or equivalent, and in a format which will reflect cash sales.
4. References – Current customer comments or other relevant references.
5. Additional Information - If you have any other relevant information you would like to share, please feel free to do so.

INSURANCE

Contractor shall carry the following types of insurance in at least the limits specified below:

WORKER’S COMPENSATION INSURANCE (if applicable)	MINIMUM COVERAGE LIMIT
	Coverage to meet Georgia statutory requirements
Employer’s Liability Insurance (if applicable)	Minimum Coverage Limit
Bodily Injury by Accident	\$1,000,000 per Occurrence
Bodily Injury by Disease	\$1,000,000 per Employee \$1,000,000 Aggregate
Commercial General Liability Coverage	Minimum Coverage Limit
Premises and Operations	\$500,000.00 per Occurrence and

	\$4,000,000 General Aggregate
Products and Completed Operations	\$1,000,000.00 per Occurrence and \$2,000,000 General Aggregate
Personal and Advertising Injury	\$1,000,000.00 per Occurrence

PROPOSED CONTRACT TERM

It is expected that any contract entered into by the County and person or entity submitting the selected proposal shall begin on or about April 15, 2025, and end on December 31, 2025. The contract shall allow for the automatic renewal of the contract for additional one-year terms at the expiration of each term unless the Board of Commissioners exercises its right to vote to terminate or not renew the contract.

SUBMITTAL FORM

I would like to submit my proposed monthly fee along with menu and prices for the following location(s):

Walter B Williams Park Shaved Ice Operations: ___% of gross receipts of sales per month.

I am able to work the desired hours of operation set forth by the Parks and Recreation Department for the location(s): YES NO

Include Additional Sheets if Necessary

Menu for Shaved Ice

Prices for Menu Item

References:

Contact Information:

Name: Address:

Telephone Number:

Email Address:

Authorized Signature:

Date: